



Prosper is a place where everyone matters.

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

Call to Order/ Roll Call.

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

Announcements of recent and upcoming events.

Discussion Items.

1. Discussion on proposed 2020 Town Council Meeting schedule. **(RB)**

CONSENT AGENDA:

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

2. Consider and act upon the Minutes from the December 10, 2019, Town Council Meeting. **(RB)**
3. Receive the November Financial Report. **(BP)**
4. Consider and act upon authorizing the Competitive Sealed Proposal (CSP) procurement method for construction of dark fiber infrastructure from Town Hall to the Public Safety Facility. **(LJ)**
5. Consider and act upon approving the purchase and installation of a weather and lightning notification system from Perry Weather through the Texas Local Government Purchasing Cooperative, for Frontier Park, Folsom Park, and Eagles Landing, and authorizing the Town Manager to execute documents for the same. **(DR)**
6. Consider and act upon an ordinance rezoning 2.1± acres from Office (O) to Planned Development-Office (PD-O), located on the west side of future Mahard Drive, south of future Prairie Drive. (Z19-0016). **(AG)**
7. Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Stantec Consultant Services, Inc., and the Town of Prosper, Texas, related to the design of a Traffic Signal at Coit Road and Richland Boulevard. **(PA)**
8. Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Maldonado-Burkett, LLP, and the Town of Prosper, Texas, related to the design of a Traffic Signal at Fishtrap and Gee Road. **(PA)**
9. Consider and act upon whether to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding

action taken by the Planning & Zoning Commission on any Site Plan or Preliminary Site Plan. **(AG)**

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:

- [10.](#) Consider and act upon an ordinance amending Planned Development-40 (PD-40) in its entirety for Windsong Ranch, generally located on the west side of Teel Parkway, south of Parvin Road, in order to modify the residential development standards. (Z19-0020). **(AG)**
- [11.](#) Consider and act upon authorizing the Town Manager to execute a Development Agreement between VP Windsong Operation, LLC and VP Windsong Investments, LLC, and the Town of Prosper, Texas, related to the Windsong Ranch development. **(AG)**
- [12.](#) Conduct a Public Hearing, and consider and act upon a request for a Sign Waiver to allow for a reduced setback for a monument sign at RaceTrac in Westfork Crossing, located on the northwest corner of US 380 and Gee Road. **(AG)**
- [13.](#) Discussion on proposed Bond Election. **(RB)**

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 regarding legal issues associated with ordinance waivers, exceptions, and recommendations, and all matters incident and related thereto.

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

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

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

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

14. Downtown Live! Update. (DR)

Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Friday, January 10, 2020, 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 Meeting
Council Chambers
Prosper Town Hall
250 W. First Street, Prosper, Texas
Tuesday, December 10, 2019
5:45 PM

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.
Councilmember Marcus E. Ray
Councilmember Craig Andres
Councilmember Jeff Hodges

Council Members Absent:

Deputy Mayor Pro-Tem Jason Dixon
Councilmember Meigs Miller

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
Betty Pamplin, Accounting Manager
Liz McDonald, Accountant
Kala Smith, Human Resources Director
Leigh Johnson, IT Director
Dudley Raymond, Parks and Recreation Director
Hulon Webb, Engineering Services Director
Pete Anaya, Assistant Director of Engineering Services – Capital Projects
John Webb, Development Services Director
Alex Glushko, Planning Manager
Doug Kowalski, Police Chief
Kent Bauer, Emergency Management Coordinator

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

Pastor Andy Nelms of Prosper United Methodist Church led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

Announcements of recent and upcoming events.

The Town Council would like to thank all of the staff, volunteers, sponsors, and vendors who helped make the Prosper Christmas Parade and Festival on Saturday such a tremendous success. An estimated 5,500-6,000 residents and visitors were in attendance to help celebrate the holiday season and show Prosper's hometown spirit, making this year's festival the largest ever.

The Prosper High School Football Team finished strong with another amazing season. The team competed in the Class 6A Division Region 2 Championship game at Ford Center on Saturday night. Congratulations to all of the players and coaches on another fantastic season.

Town offices will be closed on December 24 and 25, and on January 1. The Town Council would like to wish everyone a very Merry Christmas and a Happy New Year.

Presentations.

1. **Presentation of the GFOA Achievement of Excellence in Financial Reporting award to members of the Finance Department for the Town's Comprehensive Annual Financial Report for the Fiscal Year ending September 30, 2018. (BP)**

Mayor Smith presented the award to Betty Pamplin and Liz McDonald from the Finance Department.

Discussion Items.

2. **Grant Committee Update. (KB)**

Kent Bauer, Emergency Management Coordinator, reviewed the Town's grant submittal process, and the purpose and structure of the Grant Committee. He provided an overview of the recent applications submitted by the Town, and the grants awarded in FY 2018-2019. So far in FY 2019-2020, the Town has submitted nine grant projects, five of which have been awarded. Of the \$2.78 million in total project costs submitted for grants, the Town has received over \$1 million in grant awards.

CONSENT AGENDA:

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

3. **Consider and act upon the Minutes from the November 26, 2019, Town Council Meeting. (RB)**
4. **Receive the October Financial Report. (BP)**
5. **Consider and act upon awarding RFP No. 2020-19-B for Stop Loss Coverage to QBE effective January 1, 2020, and authorizing the Town Manager to execute all documents for the same. (KS)**
6. **Consider and act upon approving the purchase of Adaptive Consumer Engagement (ACE) software license, maintenance, and support from Aclara, a sole source provider; and authorizing the Town Manager to execute the same. (CS)**
7. **Consider and act upon approving the purchase of computer hardware, from Centre Technologies, Inc., through the Texas Department of Information Resources (DIR) Purchasing Contract. (LJ)**
8. **Consider and Act upon approving an Interlocal Agreement (ILA) with Collin County for the Funding Assistance Program to partially fund the construction of the Whitley Place Powerline Trail project and authorize the Town Manager to execute documents for the same. (PN)**

9. Consider and act upon approving the purchase of Traffic Signal related items for the Fishtrap & Teel Parkway Traffic Signal improvement project, from Consolidated Traffic Controls, Inc., through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program. (PA)
10. Consider and act upon Ordinance No. 19-85 amending Planned Development-68 (PD-68) in its entirety for Shops at Prosper Trail, on 33.2± acres, located on the northeast corner of Preston Road and Prosper Trail, generally to modify the development standards, including modified parking regulations and architectural design. (Z19-0017). (AG)
11. Consider and act upon authorizing the Town Manager to execute a Development Agreement between MQ Prosper Retail, LLC, and the Town of Prosper, Texas, related to an inside auto parts sales structure and a multitenant office/retail structure, located on the east side of Preston Road, north of Prosper Trail. (AG)
12. Consider and act upon a Site Plan, Landscape Plan, and Façade Plan for a multi-tenant office/retail building (Ebby Halliday), on 1.4± acres, located on the east side of Preston Road, north of Prosper Trail. The property is zoned Planned Development-68 (PD-68). (D19-0110). (AG)
13. 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 Hodges made a motion and Councilmember Andres seconded the motion to approve all items on the Consent Agenda. The motion was approved by a vote of 5-0.

Citizen Comments:

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

There were no Citizen Comments.

REGULAR AGENDA:

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Items for Individual Consideration:

14. Consider and act upon an ordinance amending Ordinance No. 18-71 (FY 2018-2019 Budget). (BP)

Accounting Manager Betty Pamplin presented this item before the Town Council. The proposed ordinance will amend final department balances for the FY 2018-2019 budget. Ms. Pamplin explained the proposed amendments to the various Town Funds, noting a correction to the Debt Service Fund from the amount presented in the staff report.

After discussion, Mayor Pro-Tem Vogelsang made a motion and Councilmember Hodges seconded the motion to approve Ordinance No. 19-86 to fund increased revenues, transfers in, transfer out, and expenditures in the Debt Service Fund and in the Special Revenue Funds including the Crime Control and Prevention District Fund; Fire Control, Prevention, and Emergency Medical Services District Fund; Court Technology Fund; Escrow Fund; Wastewater Impact Fee Fund; and West Thoroughfare Impact Fee Fund, based on the corrections noted in the staff presentation. The motion was approved by a vote of 5-0.

15. Consider and act upon an ordinance amending Ordinance No. 19-65 (FY 2019-2020 Budget). (BP)

Accounting Manager Betty Pamplin presented this item before the Town Council. The proposed budget amendment includes an upgrade to the Town's lightning detection system, which the Town's sports leagues have agreed to help fund. The proposed ordinance also includes funding to roll forward various purchase orders from FY 2018-2019 to shift budget authority from last fiscal year to the current fiscal year for projects that are still in progress.

After discussion, Mayor Pro-Tem Vogelsang made a motion and Councilmember Ray seconded the motion to approve Ordinance No. 19-87 amending Ordinance No. 19-65 (FY 2019-2020 Budget) to provide funding increased revenues and expenditures in the General Fund; and to increase expenditures in the Water-Sewer Utility Fund, VERF Fund, Health Trust Fund, and the Special Revenue Fund. The motion was approved by a vote of 5-0.

16. Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Teague Nall and Perkins, Inc., and the Town of Prosper, Texas, related to the design of Fishtrap Road from Stuber Elementary School to the Dallas North Tollway Project. (PA)

Pete Anaya, Assistant Director of Engineering Services – Capital Projects, presented this item before the Town Council. This project is for the design of Fishtrap Road from Stuber Elementary School to the Dallas North Tollway to a full four-lane divided roadway with two bridge structures. Fishtrap Road is currently a two-lane asphalt roadway with ditch drainage and cross culvert drainage structures at drainage crossings. The new roadway will generally follow the same path as the new waterline that has been installed in the vicinity. Teague Nall and Perkins, Inc., is included on the list of qualified engineering firms previously approved by Council.

The Council discussed the Town's methods for selecting vendors and the benefits of using the Request for Proposals (RFP) process, rather than Town staff selecting a qualified vendor. Town Manager Harlan Jefferson explained that the use of the list of qualified engineering firms allows staff to select a vendor based on experience from a list of previously-vetted firms in an effort to expedite the design process.

Councilmember Ray made a motion to authorize the Town Manager to put out an RFP for professional services between the qualified vendors and the Town of Prosper.

related to the Fishtrap road from Stuber Elementary School to the Dallas North Tollway Project.

Town Attorney Terry Welch advised that if the Council wishes to pursue the RFP process on this item, then the Council should take no action and begin the RFP process for the project.

The Council discussed the timing needed for the RFP process, and Mr. Welch clarified that the RFP process may not be used for this type of agreement, since it is illegal for the Town to accept bids for Professional Services. The typical practice is for the Town to select a firm, then negotiate a price for the project.

Councilmember Ray withdrew the motion.

After discussion, Councilmember Ray made a motion and Councilmember Hodges seconded the motion to authorize the Town Manager to execute a Professional Services Agreement between Teague Nall and Perkins, Inc., and the Town of Prosper, Texas, related to the design of Fishtrap Road from Stuber Elementary School to the Dallas North Tollway Project. The motion was approved by a vote of 5-0.

17. Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Teague Nall and Perkins, Inc., and the Town of Prosper, Texas, related to the design of First Street from Coit Road to Custer Road Project. (PA)

Pete Anaya, Assistant Director of Engineering Services – Capital Projects, presented this item before the Town Council. This project is for the design of First Street from Coit Road to Custer Road to a full four-lane divided roadway with one bridge structure. First Street is currently a two-lane asphalt roadway with ditch drainage and cross culvert drainage structures at drainage crossings. The design of the south lanes in front of the proposed High School are excluded from this contract and will be designed by Prosper Independent School District as part of the High School improvements. Teague Nall and Perkins, Inc., is included on the list of qualified engineering firms previously approved by Council.

After discussion, Councilmember Hodges made a motion and Councilmember Andres seconded the motion to authorize the Town Manager to execute a Professional Services Agreement between Teague Nall and Perkins, Inc., and the Town of Prosper, Texas, related to the design of First Street from Coit Road to Custer Road Project. The motion was approved by a vote of 5-0.

Executive Session:

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

Section 551.087 – To discuss and consider economic development incentives.

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

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

The Town Council recessed into Executive Session at 6:39 p.m.

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

The Town Council reconvened the Regular Session at 7:17 p.m. No action was taken as a result of the Closed Session.

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

19. Downtown Live! Update. (DR)

Parks and Recreation Director Dudley Raymond briefed the Town Council on plans for the Downtown Live! event in 2020. The Council has allocated \$50,000 for the event in FY 2019-2020; however, Town staff has determined that the cost of the event will be approximately \$105,000-\$110,000 if no alcohol is sold, or \$125,000 if alcohol will be sold. Key decision points that must still be determined are whether alcohol will be sold at the event, the location of the event, and the selection of the band.

Iris Meneley, a downtown merchant and board member for the Prosper Chamber of Commerce, addressed the Council, noting that her business lost revenue due to the 2019 Downtown Live! event. She offered to make a recommendation on musical acts, and offered the assistance of the Chamber of Commerce to collaborate on planning the event and obtaining sponsorships. Ms. Meneley referenced a previous festival in downtown held years ago, and advocated for a music and arts festival in Prosper.

The Council expressed a preference to move forward with planning the event for 2020 on the Town Hall grounds, to book an opening act and feature act, and to include alcohol sales when planning the event. Town staff was directed to explore opportunities for sponsorships, and schedule a meeting with downtown merchants to obtain their input. Town staff will provide another update and a list of recommended bands at the January 14, 2020, Town Council meeting.

Mayor Smith suggested the Council begin discussions on a potential bond election. The topic will be discussed further at the January 14, 2020, Town Council meeting.

Adjourn.

The meeting was adjourned at 8:05 p.m. on Tuesday, December 10, 2019.

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

APPROVED:

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary



MONTHLY FINANCIAL REPORT as of November 30, 2019 Budgetary Basis

Prepared by
Finance Department

January 14, 2020

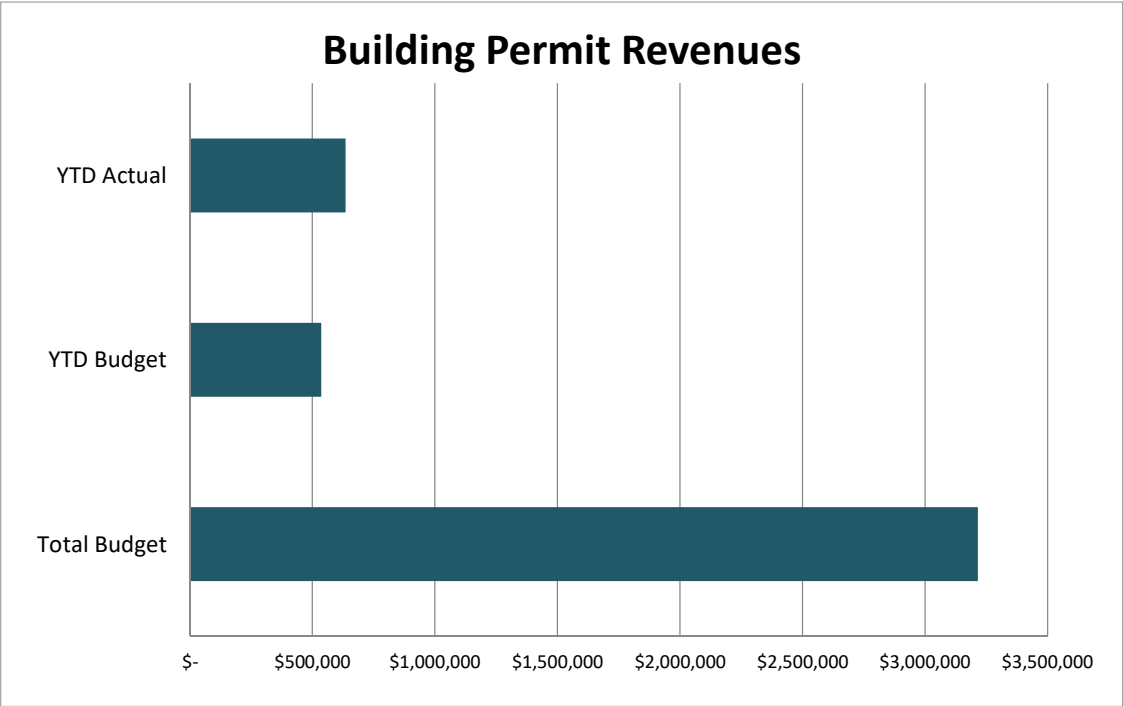
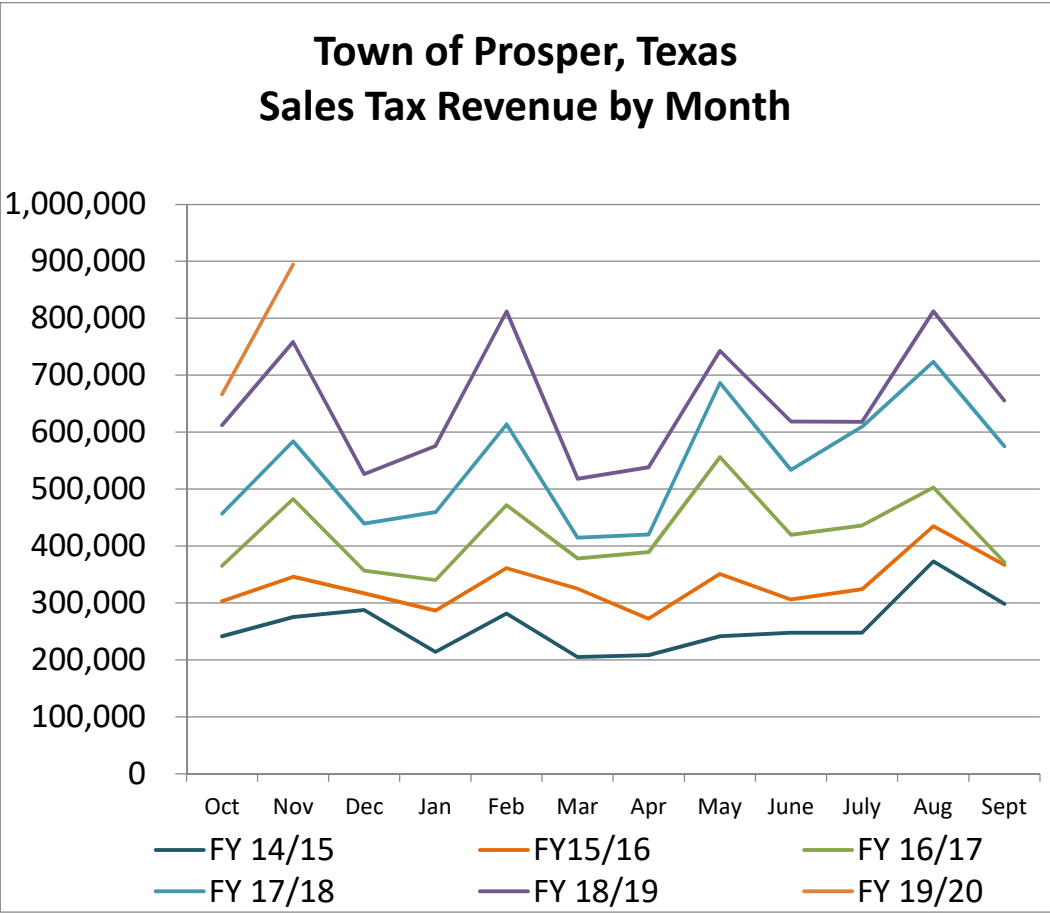
TOWN OF PROSPER, TEXAS

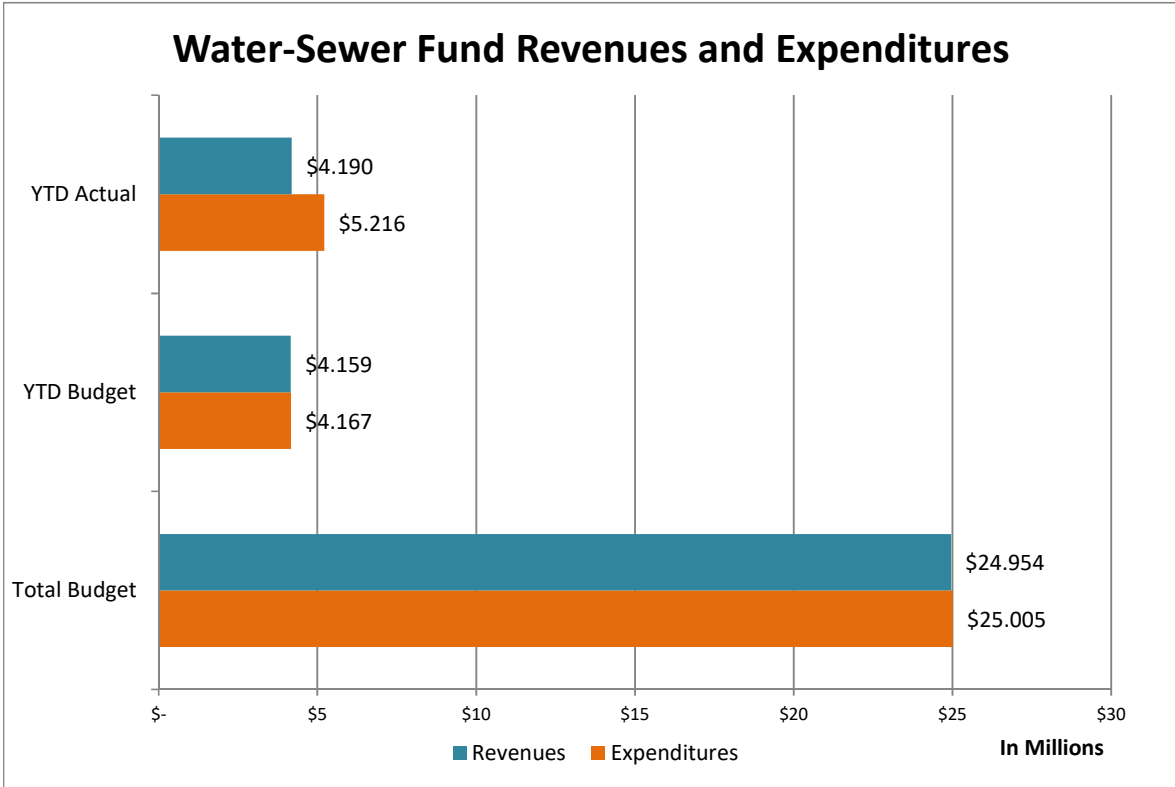
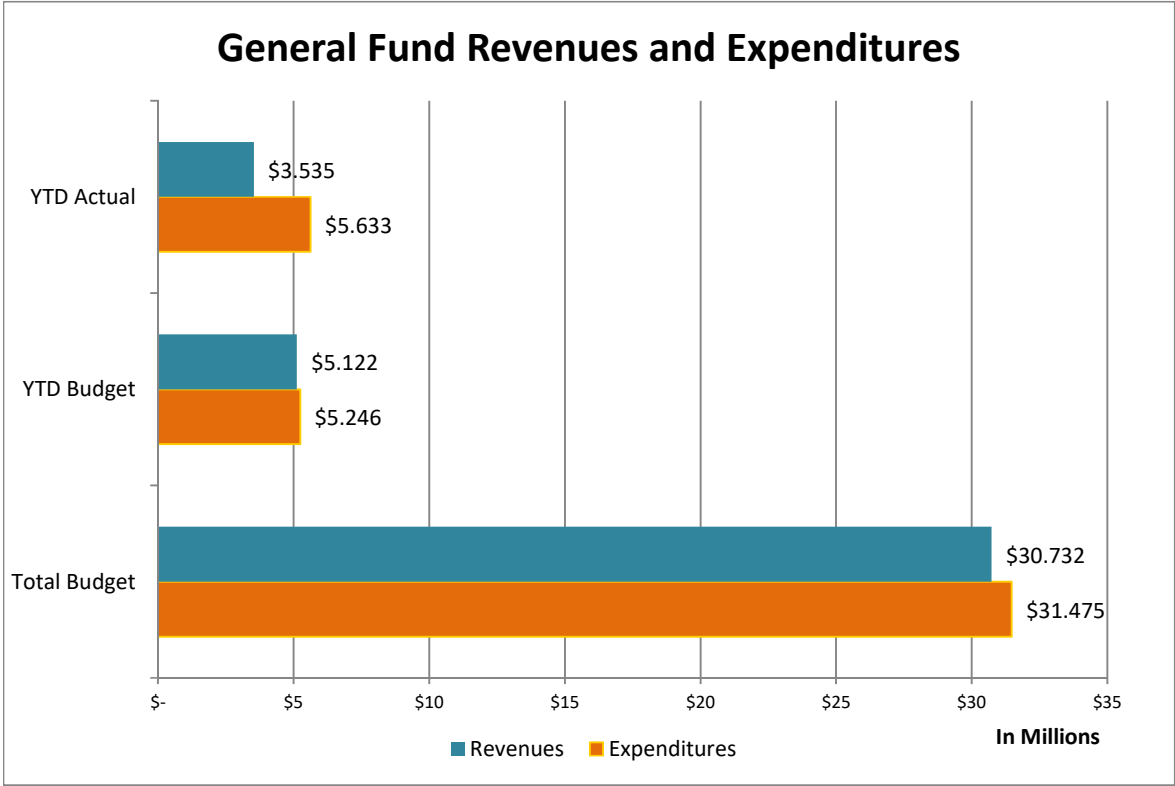
MONTHLY FINANCIAL REPORT

NOVEMBER 2019

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TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
November 30, 2019
Expected Year to Date Percent 16.66%

GENERAL FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actuals	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actuals	Change from Prior Year
REVENUES										
Property Taxes	\$ 16,570,933	\$ -	\$ 16,570,933	\$ 1,289,976	\$ -	\$ 15,280,957	8%	1	\$ 3,005,758	-57%
Sales Taxes	5,011,936	-	5,011,936	973,435	-	4,038,501	19%	5	1,318,202	-26%
Franchise Fees	1,731,375	-	1,731,375	56,812	-	1,674,563	3%	2	49,377	15%
Building Permits	3,215,472	-	3,215,472	635,465	-	2,580,007	20%		483,338	31%
Other Licenses, Fees & Permits	1,089,881	-	1,089,881	198,610	-	891,271	18%		126,723	57%
Charges for Services	428,997	-	428,997	80,087	-	348,910	19%		56,080	43%
Fines & Warrants	474,163	-	474,163	64,067	-	410,096	14%		73,368	-13%
Intergovernmental Revenue (Grants)	54,000	404,672	458,672	841	-	457,831	0%		-	
Investment Income	300,249	-	300,249	30,637	-	269,612	10%		49,452	-38%
Transfers In	989,087	-	989,087	164,848	-	824,239	17%		146,924	12%
Miscellaneous	201,447	-	201,447	15,011	-	186,436	7%		60,263	-75%
Park Fees	245,280	-	245,280	25,568	-	219,712	10%		25,384	1%
Total Revenues	\$ 30,312,820	\$ 404,672	\$ 30,717,492	\$ 3,535,356	\$ -	\$ 27,182,136	12%		\$ 5,394,871	-34%
EXPENDITURES										
Administration	\$ 5,442,762	\$ (53,996)	\$ 5,388,766	\$ 954,719	\$ 718,167	\$ 3,715,881	31%	3	\$ 757,218	26%
Police	5,496,662	134,545	5,631,207	711,402	189,832	4,729,973	16%		645,395	10%
Fire/EMS	6,384,111	1,043,401	7,427,512	1,104,349	112,355	6,210,807	16%		1,269,189	-13%
Public Works	2,963,896	249,840	3,213,736	1,466,736	382,871	1,364,128	58%	4	293,968	399%
Community Services	4,631,138	90,060	4,721,198	780,774	307,443	3,632,981	23%	3	514,396	52%
Development Services	3,211,836	26,403	3,238,239	412,967	684,925	2,140,347	34%	3	422,110	-2%
Engineering	1,734,793	104,576	1,839,369	201,683	87,948	1,549,739	16%		149,044	35%
Total Expenses	\$ 29,865,198	\$ 1,594,829	\$ 31,460,027	\$ 5,632,630	\$ 2,483,540	\$ 23,343,856	26%		\$ 4,051,319	39%
REVENUE OVER (UNDER) EXPENDITURES	\$ 447,622	\$ (1,190,157)	\$ (742,535)	\$ (2,097,274)					\$ 1,343,552	
Beginning Fund Balance October 1-Unassigned/Unrestricted*			9,631,262	9,631,262					8,139,265	
Ending Fund Balance			<u>\$ 8,888,727</u>	<u>\$ 7,533,988</u>					<u>\$ 9,482,817</u>	

Notes

- 1 Property taxes are billed in October and the majority of collections occur December through February. The prior year reflects an unusually high collection in November.
 - 2 Franchise fees and other various license and fees are paid quarterly or annually.
 - 3 Departments encumber funds for contracts that usually reflect the entire budget which is why we see budgets exceed the expected 1/12 to date. For example: Town Manager professional services; various IT projects; and third party plan review and inspections.
 - 4 The adopted budget included \$1.25M for Prosper Trail (Coit to Custer). These funds have been transferred to the CIP fund.
 - 5 Prior year sales tax includes the portion that is now allocated to the Special Purpose Districts.
- * Unaudited Fund Balance; to be updated after the FY19 annual financial report is completed.

**TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
November 30, 2019
Expected Year to Date Percent 16.66%**

WATER-SEWER FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Water Charges for Services	\$ 13,623,413	\$ -	\$ 13,623,413	\$ 2,548,212	\$ -	\$ 11,075,201	19%		\$ 1,412,652	80%
Sewer Charges for Services	7,051,798	-	7,051,798	1,237,075	-	5,814,723	18%		1,017,358	22%
Sanitation Charges for Services	1,377,830	-	1,377,830	215,888	-	1,161,942	16%		198,215	9%
Licenses, Fees & Permits	54,258	-	54,258	35,408	-	18,850	65%	3	27,126	31%
Water Penalties	1,675	-	1,675	300	-	1,375	18%		300	0%
Utility Billing Penalties	112,200	-	112,200	13,700	-	98,500	12%		26,079	-47%
Investment Income	142,024	-	142,024	29,344	-	112,680	21%		34,461	-15%
Other	2,590,428	-	2,590,428	109,963	-	2,480,465	4%		83,647	31%
Total Revenues	\$ 24,953,626	\$ -	\$ 24,953,626	\$ 4,189,891	\$ -	\$ 20,763,735	17%		\$ 2,799,837	50%
EXPENDITURES										
Administration	\$ 2,396,949	\$ (16,575)	\$ 2,380,374	\$ 327,034	\$ 6,214	\$ 2,047,126	14%		\$ 287,665	14%
Debt Service	3,930,237	-	3,930,237	-	3,930,237	-	100%	1	-	-
Water Purchases	5,690,642	-	5,690,642	433,852	-	5,256,790	8%		847,726	-49%
Public Works	12,938,373	65,121	13,003,494	4,455,235	190,645	8,357,615	36%	2	1,426,870	212%
Total Expenses	\$ 24,956,201	\$ 48,546	\$ 25,004,747	\$ 5,216,121	\$ 4,127,095	\$ 15,661,531	37%		\$ 2,562,261	104%
REVENUE OVER (UNDER) EXPENDITURES	\$ (2,575)	\$ (48,546)	\$ (51,121)	\$ (1,026,230)					\$ 237,577	
Beginning Working Capital October 1*			9,434,218	9,434,218					7,869,816	
Ending Working Capital			\$ 9,383,097	\$ 8,407,988					\$ 8,107,393	

Notes

- The Town has encumbered the annual debt service payments that are paid in February and August.
 - The adopted budget included \$3.051M for CIP projects. These funds have been transferred to the CIP fund.
\$2.501M Custer Road Meter Station and Water Line Relocations
\$400k Cook Lane (First-End) Water Line
\$150k Broadway (Parvin-Craig) Water Line
 - Included in this category are revenues for credit card fees being collected. These were not budgeted as we were expecting to migrate to a customer direct pay model. There is an offsetting expense for this revenue.
- * Unaudited Fund Balance; to be updated after the FY19 annual financial report is completed.

	Nov-19		Nov-18		Growth % Change		Average Monthly	Average Cumulative
	WATER	SEWER	WATER	SEWER				
# of Accts Residential	8,588	7,849	7,798	7,123	10.16%	October	10.1%	10.1%
# of Accts Commercial	349	274	315	239	12.45%	November	6.8%	16.9%
Consumption-Residential	80,267,370	54,495,791	53,151,060	48,291,846	32.85%	December	5.3%	22.2%
Consumption-Commercial	10,583,140	8,063,920	7,540,800	4,681,860	52.56%	January	4.6%	26.8%
Average Residential Water Consumption	9,346		6,816		37.13%	February	4.5%	31.4%
Billed (\$) Residential	\$566,652.53		\$402,335.40			March	4.2%	35.5%
Billed (\$) Commercial	\$95,964.30		\$67,799.37			April	6.4%	41.9%
Total Billed (\$)	\$662,616.83	\$534,259.25	\$470,134.77	\$475,996.92	26.50%	May	7.1%	49.1%
						June	9.5%	58.5%
						July	11.9%	70.5%
						August	15.8%	86.2%
						September	13.8%	100.0%
Rainfall	<i>Average rainfall for November is 2.71</i>							
	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				
	Aug-19	2.44	Aug-18	2.99				
	Sep-19	Trace of rain	Sep-18	12.69				
	Oct-19	4.42	Oct-18	15.66				
	Nov-19	1.80	Nov-18	0.86				

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DEBT SERVICE FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Property Taxes-Delinquent	\$ 185,713	\$ -	\$ 185,713	\$ 33,179	\$ -	\$ 152,534	18%	1	\$ 25,807	29%
Property Taxes-Current	6,625,000	-	6,625,000	497,739	-	6,127,261	8%	1	1,219,408	-59%
Taxes-Penalties	45,000	-	45,000	6,192	-	38,808	14%	1	4,424	40%
Interest Income	45,000	-	45,000	11,517	-	33,483	26%		12,752	-10%
Total Revenues	\$ 6,900,713	\$ -	\$ 6,900,713	\$ 548,628	\$ -	\$ 6,352,085	8%		\$ 1,262,391	-57%
EXPENDITURES										
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	
2008 CO Bond Payment	-	-	-	-	-	-			-	
2010 Tax Note Payment	-	-	-	-	-	-			-	
2011 Refunding Bond Payment	-	-	-	-	-	-			-	
2012 GO Bond Payment	190,000	-	190,000	-	190,000	-	100%	2	-	
2012 CO Bond Payment	-	-	-	-	-	-			-	
2013 GO Refunding Bond	165,000	-	165,000	-	165,000	-	100%	2	-	
Bond Administrative Fees	20,000	-	20,000	-	-	20,000	0%		400	
2014 GO Bond Payment	280,000	-	280,000	-	280,000	-	100%	2	-	
2015 GO Bond Payment	500,100	-	500,100	-	500,100	-	100%	2	-	
2015 CO Bond Payment	215,000	-	215,000	-	215,000	-	100%	2	-	
2016 GO Debt Payment	616,500	-	616,500	-	616,500	-	100%	2	-	
2016 CO Debt Payment	45,000	-	45,000	-	45,000	-	100%	2	-	
2017 CO Debt Payment	-	-	-	-	-	-			-	
2017 GO Debt Payment	405,000	-	405,000	-	405,000	-	100%	2	-	
2018 GO Debt Payment	135,000	-	135,000	-	135,000	-	100%	2	-	
2018 CO Debt Payment	160,000	-	160,000	-	160,000	-	100%	2	-	
2019 CO Debt Payment	967,754	-	967,754	-	967,754	-	100%	2	-	
2019 GO Debt Payment	140,000	-	140,000	-	140,000	-	100%	2	-	
Bond Interest Expense	3,183,386	-	3,183,386	-	3,183,386	-	100%	2	-	
Total Expenditures	\$ 7,022,740	\$ -	\$ 7,022,740	\$ -	\$ 7,002,740	\$ 20,000	100%		\$ 400	
REVENUE OVER (UNDER) EXPENDITURES	\$ (122,027)	\$ -	\$ (122,027)	\$ 548,628					\$ 1,261,991	
Beginning Fund Balance October 1*			2,532,283	2,532,283					2,558,230	
Ending Fund Balance Current Month			<u>\$ 2,410,256</u>	<u>\$ 3,080,911</u>					<u>\$ 3,820,221</u>	

Notes

- 1 Property taxes are billed in October and the majority of collections occur December through February. The prior year reflects an unusually high collection in November.
 - 2 The Town has encumbered the annual debt service payments that are paid in February and August.
- * Unaudited Fund Balance; to be updated after the FY19 annual financial report is completed.

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CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	\$ 1,338,204	\$ -	\$ 1,338,204	\$ 251,696	\$ -	\$ 1,086,508	19%	2	\$ -	
Interest Income	5,000	-	5,000	-	-	5,000	0%	1	-	
Other	-	-	-	-	-	-			-	
Total Revenue	\$ 1,343,204	\$ -	\$ 1,343,204	\$ 251,696	\$ -	\$ 1,091,508	19%		\$ -	
EXPENDITURES										
Personnel	\$ 1,308,204	\$ 18,951	\$ 1,327,155	\$ 190,433	\$ -	\$ 1,136,722	14%		\$ 196,916	-3%
Other	-	-	-	-	-	-			-	
Total Expenditures	\$ 1,308,204	\$ 18,951	\$ 1,327,155	\$ 190,433	\$ -	\$ 1,136,722	14%		\$ 196,916	
REVENUE OVER (UNDER) EXPENDITURES	\$ 35,000	\$ (18,951)	\$ 16,049	\$ 61,263					\$ (196,916)	
Beginning Fund Balance October 1*			70,200	70,200					-	
Ending Fund Balance Current Month			<u>\$ 86,249</u>	<u>\$ 131,463</u>					<u>\$ (196,916)</u>	

Notes

- 1 Due to a negative cash position no interest has been allocated to date.
 - 2 The first month of sales tax collection in the prior year was December.
- * Unaudited Fund Balance; to be updated after the FY19 annual financial report is completed

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

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	\$ 1,338,204	\$ -	\$ 1,338,204	\$ 251,439	\$ -	\$ 1,086,765	19%	2	\$ -	
Interest Income	5,000	-	5,000	-	-	5,000	0%	1	-	
Other	-	-	-	-	-	-			-	
Total Revenue	\$ 1,343,204	\$ -	\$ 1,343,204	\$ 251,439	\$ -	\$ 1,091,765	19%		\$ -	
EXPENDITURES										
Personnel	\$ 1,308,204	\$ -	\$ 1,326,274	\$ 212,624	\$ -	\$ 1,113,650	16%		\$ 208,911	2%
Other	-	-	-	-	-	-			1,478	
Total Expenditures	\$ 1,308,204	\$ -	\$ 1,326,274	\$ 212,624	\$ -	\$ 1,113,650	16%		\$ 210,388	
REVENUE OVER (UNDER) EXPENDITURES	\$ 35,000	\$ -	\$ 16,930	\$ 38,815					\$ (210,388)	
Beginning Fund Balance October 1*				-	-				-	
Ending Fund Balance Current Month			<u>\$ 16,930</u>	<u>\$ 38,815</u>					<u>\$ (210,388)</u>	

Notes

- 1 Due to a negative cash position no interest has been allocated to date.
 - 2 The first month of sales tax collection in the prior year was December.
- * Unaudited Fund Balance; to be updated after the FY19 annual financial report is completed

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VEHICLE AND EQUIPMENT REPLACEMENT FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Grant Revenue	\$ 182,788	\$ -	\$ 182,788	\$ -	\$ -	\$ 182,788	0%		\$ -	
Other Reimbursements	124,600	-	124,600	220	-	124,380	0%	1	41,411	-99%
Interest Income	30,000	-	30,000	12,302	-	17,698	41%		10,180	21%
Transfers In	1,913,713	108,969	2,022,682	337,114	-	1,685,568	17%		266,327	27%
Total Revenue	\$ 2,251,101	\$ 108,969	\$ 2,360,070	\$ 349,635	\$ -	\$ 2,010,435	15%		\$ 317,917	10%
EXPENDITURES										
Vehicle Replacement	\$ 787,517	\$ 524,275	\$ 1,311,792	\$ 55,123	\$ 1,019,644	\$ 237,025	82%	2	\$ 571	9555%
Equipment Replacement	26,000	-	26,000	-	-	26,000	0%		132,630	-100%
Technology Replacement	82,650	-	82,650	-	-	82,650	0%		(41)	-100%
Total Expenditures	\$ 896,167	\$ 524,275	\$ 1,420,442	\$ 55,123	\$ 1,019,644	\$ 345,675	76%		\$ 133,160	
REVENUE OVER (UNDER) EXPENDITURES	\$ 1,354,934	\$ (415,306)	\$ 939,628	\$ 294,512					\$ 184,758	
Beginning Fund Balance October 1*			2,873,053	2,873,053					2,337,780	
Ending Fund Balance Current Month			<u>\$ 3,812,681</u>	<u>\$ 3,167,565</u>					<u>\$ 2,522,538</u>	

Notes

- 1 Auction revenues and insurance reimbursements are placed in the Other Reimbursements account as they occur
 - 2 Funds have been expended or encumbered for this year's replacement vehicles, equipment, and technology.
- * Unaudited Fund Balance; to be updated after the FY19 annual financial report is completed

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STORM DRAINAGE UTILITY FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Storm Drainage Utility Fee	\$ 627,156	\$ -	\$ 627,156	\$ 107,470	\$ -	\$ 519,686	17%		\$ 98,497	9%
Drainage Review Fee	6,000	-	6,000	850	-	5,150	14%		-	
Interest Income	5,000	-	5,000	1,755	-	3,245	35%		213	725%
Other Revenue	-	-	-	-	-	-			-	
Total Revenue	\$ 638,156	\$ -	\$ 638,156	\$ 110,075	\$ -	\$ 528,081	17%		\$ 98,710	12%
EXPENDITURES										
Personnel Services	\$ 166,833	\$ 721	\$ 167,554	\$ 26,527	\$ -	\$ 141,027	16%		\$ 25,402	4%
Debt Service	248,641	-	248,641	-	248,641	-	100%	1	-	
Operating Expenditures	126,700	-	126,700	2,624	-	124,076	2%		1,267	107%
Transfers Out	100,135	-	100,135	16,689	-	83,446	17%		559,639	-97%
Total Expenses	\$ 642,309	\$ 721	\$ 643,030	\$ 45,840	\$ 248,641	\$ 348,549	46%		\$ 586,309	-92%
REVENUE OVER (UNDER) EXPENDITURES	\$ (4,153)	\$ (721)	\$ (4,874)	\$ 64,235					\$ (487,599)	
Beginning Working Capital October 1*			350,258	350,258					(38,549)	
Ending Working Capital Current Month			<u>\$ 345,384</u>	<u>\$ 414,493</u>					<u>\$ (526,148)</u>	

Notes

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

* Unaudited Fund Balance; to be updated after the FY19 annual financial report is completed.

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PARK DEDICATION AND IMPROVEMENT FUNDS

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Park Dedication-Fees	\$ 200,000	\$ -	\$ 200,000	\$ -	\$ -	\$ 200,000	0%		\$ -	
Park Improvements	100,000	-	100,000	-	-	100,000	0%		-	
Contributions/Grants	500,000	-	500,000	-	-	500,000	0%		-	
Interest-Park Dedication	25,000	-	25,000	6,045	-	18,955	24%		3,207	89%
Interest-Park Improvements	15,000	-	15,000	5,440	-	9,560	36%		4,489	21%
Total Revenue	\$ 840,000	\$ -	\$ 840,000	\$ 11,485	\$ -	\$ 828,515	1%		\$ 7,696	49%
EXPENDITURES										
Developer Reimbursement-Park Imp	\$ 15,955	\$ -	\$ 15,955	\$ -	\$ -	\$ 15,955			\$ -	
Hike & Bike Master Plan	-	56,188	56,188	-	56,188	-	100%	1	-	
Cockrell Park Trail Connection	500,000	35,200	535,200	-	35,200	500,000	7%		-	
Hays Park	35,000	18,500	53,500	-	18,500	35,000	35%	1	-	
Pecan Grove H&B Trail	30,000	-	30,000	-	-	30,000	0%		-	
Pecan Grove	85,000	-	85,000	-	-	85,000	0%		-	
Capital Exp-Park Ded	-	-	-	-	-	-			-	
Transfers Out	-	-	-	-	-	-			-	
Total Expenses	\$ 665,955	\$ 109,888	\$ 775,843	\$ -	\$ 109,888	\$ 665,955	14%		\$ -	
REVENUE OVER (UNDER) EXPENDITURES	\$ 174,045	\$ (109,888)	\$ 64,158	\$ 11,485					\$ 7,696	
Beginning Fund Balance October 1*			2,787,735	2,787,735					1,857,785	
Ending Fund Balance Current Month			<u>\$ 2,851,893</u>	<u>\$ 2,799,220</u>					<u>\$ 1,865,481</u>	

Notes

1 Project funds have been encumbered.

* Unaudited Fund Balance; to be updated after the FY19 annual financial report is completed

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TIRZ #1 - BLUE STAR

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Impact Fee Revenue:									
Water Impact Fees	\$ 100,000	\$ -	\$ 100,000	\$ 221,594	\$ (121,594)	222%	1	\$ 12,226	1712%
Wastewater Impact Fees	50,000	-	50,000	141,096	(91,096)	282%	1	9,030	1463%
East Thoroughfare Impact Fees	200,000	-	200,000	515,977	(315,977)	258%	1	43,266	1093%
Property Taxes - Town (Current)	387,624	-	387,624	-	387,624	0%		-	
Property Taxes - Town (Rollback)	-	-	-	-	-			-	
Property Taxes - County (Current)	110,960	-	110,960	-	110,960	0%		-	
Sales Taxes - Town	495,372	-	495,372	84,574	410,798	17%		52,627	61%
Sales Taxes - EDC	415,259	-	415,259	70,831	344,428	17%		44,075	61%
Investment Income	7,500	-	7,500	4,179	3,321	56%		1,365	206%
Transfer In	-	-	-	-	-			1,449	-100%
Total Revenue	\$ 1,766,715	\$ -	\$ 1,766,715	\$ 1,038,252	\$ 728,463	59%		\$ 164,038	533%
EXPENDITURES									
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	
Developer Rebate	1,766,715	-	1,766,715	-	1,766,715	0%		-	
Transfers Out	-	-	-	-	-			-	
Total Expenses	\$ 1,766,715	\$ -	\$ 1,766,715	\$ -	\$ 1,766,715	0%		\$ -	
REVENUE OVER (UNDER) EXPENDITURES			\$ -	\$ 1,038,252				\$ 164,038	
Beginning Fund Balance October 1*			100,886	100,886				213,282	
Ending Fund Balance Current Month			<u>\$ 100,886</u>	<u>\$ 1,139,138</u>				<u>\$ 377,320</u>	

Notes

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

* Unaudited Fund Balance; to be updated after the FY19 annual financial report is completed.

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TIRZ #2 - MATTHEWS SOUTHWEST

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Impact Fee Revenue:									
West Thoroughfare Impact Fees	\$ 325,500	\$ -	\$ 325,500	\$ -	\$ 325,500	0%		\$ -	
Property Taxes - Town (Current)	12,633	-	12,633	-	12,633	0%		-	
Property Taxes - Town (Rollback)	-	-	-	-	-	0%		-	
Property Taxes - County (Current)	3,616	-	3,616	-	3,616	0%		-	
Sales Taxes - Town	150	-	150	3	147	2%		2	17%
Sales Taxes - EDC	150	-	150	3	147	2%		2	17%
Investment Income	500	-	500	109	391	22%		104	5%
Total Revenue	\$ 342,549	\$ -	\$ 342,549	\$ 114	\$ 342,435	0%		\$ 109	5%
EXPENDITURES									
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	
Developer Rebate	342,549	-	342,549	-	342,549	0%		-	
Transfers Out	-	-	-	-	-			-	
Total Expenditures	\$ 342,549	\$ -	\$ 342,549	\$ -	\$ 342,549	0%		\$ -	
REVENUE OVER (UNDER) EXPENDITURES			\$ -	\$ 114				\$ 109	
Beginning Fund Balance October 1*			25,363	25,363				25,922	
Ending Fund Balance Current Month			<u>\$ 25,363</u>	<u>\$ 25,477</u>				<u>\$ 26,031</u>	

Notes

* Unaudited Fund Balance; to be updated after the FY19 annual financial report is completed.

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WATER 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									
Impact Fees Water	\$ 3,000,000	\$ -	\$ 3,000,000	\$ 688,243					
Interest - Water	45,000	-	45,000	9,723					
Total Revenues	<u>\$ 3,045,000</u>	<u>\$ -</u>	<u>\$ 3,045,000</u>	<u>\$ 697,966</u>					
EXPENDITURES									
Developer Reimbursements									
Prosper Partners Developer Reimb	50,910	50,910	-	50,910	-	-	50,910	50,910	
Parks at Legacy Developer Reimb	150,000	150,000	-	150,000	-	-	150,000	150,000	
Star Trail Developer Reimb	450,000	450,000	-	450,000	-	-	450,000	450,000	
TVG Windsong Developer Reimb	280,000	280,000	-	280,000	-	-	280,000	280,000	
Total Developer Reimbursements	<u>\$ 930,910</u>	<u>\$ 930,910</u>	<u>\$ -</u>	<u>\$ 930,910</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 930,910</u>	<u>\$ -</u>	<u>\$ 880,000</u>
Capital Expenditures									
County Line Elevated Storage	626,147	-	55,970	55,970	-	55,970	55,970	53,050	Construction 30% complete
24" Water Line County Line EST/DNT	1,004,850	-	139,307	139,307	-	139,307	139,307	809,548	Construction 80% complete
Total Projects	<u>\$ 1,630,997</u>	<u>\$ -</u>	<u>\$ 195,278</u>	<u>\$ 195,278</u>	<u>\$ -</u>	<u>\$ 195,278</u>	<u>\$ 195,278</u>	<u>\$ 1,382,645</u>	<u>\$ 248,352</u>
Total Expenditures	<u>\$ 2,561,907</u>	<u>\$ 930,910</u>	<u>\$ 195,278</u>	<u>\$ 1,126,188</u>	<u>\$ -</u>	<u>\$ 195,278</u>	<u>\$ 1,126,188</u>	<u>\$ 1,382,645</u>	<u>\$ 1,128,352</u>
REVENUE OVER (UNDER) EXPENDITURES			\$ 1,918,812	\$ 697,966					
Beginning Fund Balance October 1*			2,012,513	2,012,513					
Ending Fund Balance Current Month			<u>\$ 3,931,325</u>	<u>\$ 2,710,479</u>					

Notes

* Unaudited Fund Balance; to be updated after the FY19 annual financial report is completed

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WASTEWATER IMPACT FEES FUND

Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance	STATUS OF PROJECT
REVENUES									
Impact Fees Wastewater	\$ 850,000	\$ -	\$ 850,000	\$ 239,788					
Interest - Wastewater	35,000	-	35,000	8,689					
Upper Trinity Equity Fee	200,000	-	200,000	53,000					
Total Revenues	<u>\$ 1,085,000</u>	<u>\$ -</u>	<u>\$ 1,085,000</u>	<u>\$ 301,477</u>					
EXPENDITURES									
Developer Reimbursements									
Developer Reimbursements	100,000	100,000	(100,000)	-	-	-	-	-	
TVG Westside Utility Developer Reimb	250,000	250,000	-	250,000	-	250,000	-	250,000	
Prosper Partners Utility Developer Reimb	75,000	75,000	-	75,000	-	75,000	-	75,000	
Frontier Estates Developer Reimb	51,225	51,225	-	51,225	-	51,225	-	51,225	
LaCima Developer Reimb	50,000	50,000	-	50,000	-	50,000	-	50,000	
Brookhollow Developer Reimb	25,000	25,000	-	25,000	-	25,000	-	25,000	
Star Trail Developer Reimb	100,000	100,000	-	100,000	-	100,000	-	100,000	
TVG Windsong Developer Reimb	200,000	200,000	-	200,000	-	200,000	-	200,000	
All Storage Developer Reimb	15,000	15,000	-	15,000	-	15,000	-	15,000	
Legacy Garden Developer Reimb	-	-	100,000	100,000	-	100,000	-	100,000	
Total Developer Reimbursements	<u>\$ 866,225</u>	<u>\$ 866,225</u>	<u>\$ -</u>	<u>\$ 866,225</u>	<u>\$ -</u>	<u>\$ 866,225</u>	<u>\$ -</u>	<u>\$ 866,225</u>	
Capital Expenditures									
Total Projects	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	
Total Expenditures	<u>\$ 866,225</u>	<u>\$ 866,225</u>	<u>\$ -</u>	<u>\$ 866,225</u>	<u>\$ -</u>	<u>\$ 866,225</u>	<u>\$ -</u>	<u>\$ 866,225</u>	
REVENUE OVER (UNDER) EXPENDITURES			\$ 218,775	\$ 301,477					
Beginning Fund Balance October 1*			1,976,113	1,976,113					
Ending Fund Balance Current Month			<u>\$ 2,194,888</u>	<u>\$ 2,277,590</u>					

Notes

* Unaudited Fund Balance; to be updated after the FY19 annual financial report is completed

**TOWN OF PROSPER, TEXAS
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Expected Year to Date Percent 16.66%**

THOROUGHFARE IMPACT FEES FUND

Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance	STATUS OF PROJECT
REVENUES									
East Thoroughfare Impact Fees	\$ 1,000,000	\$ -	\$ 1,000,000	\$ 365,609					
East Thoroughfare Other Revenue	132,438	-	110,980	-					
West Thoroughfare Impact Fees	2,500,000	-	2,500,000	449,936					
West Thoroughfare Other Revenue	110,980	-	110,980	-					
Interest-East Thoroughfare Impact Fees	25,000	-	25,000	5,823					
Interest-West Thoroughfare Impact Fees	30,000	-	30,000	7,270					
Total Revenues	\$ 3,798,418	\$ -	\$ 3,776,960	\$ 828,639					
EXPENDITURES									
East									
Developer Reimbursement	-	300,000	(300,000)	-	-	-	-	-	
Developer Reimbursement - Tanners Mill	300,000	-	300,000	300,000	-	300,000	-	300,000	
FM2478 ROW (US380-FM1461)	218,000	69,168	(69,168)	-	-	-	148,832	69,168	TxDOT acquired 94% of the ROW; Impending water line relocations
Coleman (Gorgeous - Prosper Trail)	250,000	250,000	-	250,000	-	250,000	-	250,000	
Prosper Trail (Coit-Custer)	810,000	-	39,997	39,997	-	39,997	570,003	200,000	Design 70% complete
Coit Road (First-Frontier)	1,289,900	-	506,027	506,027	-	506,027	783,873	-	Design 90% complete
Coit Road and US 380	35,000	35,000	-	35,000	-	35,000	-	35,000	
Traffic Signal - Coit & Richland	300,000	300,000	-	300,000	-	300,000	-	300,000	Pre-Design
Transfer to Capital Project Fund - FM2478 ROW	-	-	69,168	69,168	-	-	-	-	Transfer for FM2478 ROW (US380-FM1461)
Total East	\$ 3,202,900	\$ 954,168	\$ 546,025	\$ 1,500,193	\$ 69,168	\$ 546,025	\$ 885,000	\$ 1,502,708	\$ 1,154,168
West									
Developer Reimbursements	-	750,000	(750,000)	-	-	-	-	-	
Parks at Legacy Developer Reimb	300,000	300,000	-	300,000	-	300,000	-	300,000	
TVG Developer Reimb	600,000	600,000	-	600,000	-	600,000	-	600,000	
Star Trail Developer Reimb	750,000	750,000	-	750,000	-	750,000	-	750,000	
Tellus Windsong Developer Reimb	750,000	-	750,000	750,000	-	750,000	-	750,000	
E-W Collector Cook Lane (First - End)	1,525,000	-	667,822	667,822	16,551	146,460	504,812	1,217,583	Phase I design 65% complete; Phase II Design 100% complete
Traffic Signal - Fishtrap & Tee	284,100	250,000	-	250,000	-	250,000	12,978	271,122	Design 65% complete
Traffic Signal - Fishtrap & Gee	300,000	300,000	-	300,000	-	300,000	-	300,000	Traffic Signal Warrant Study
Traffic Signal - Fishtrap & Windsong	50,000	50,000	-	50,000	-	50,000	-	50,000	Traffic Signal Warrant Study
Fishtrap (Elem - DNT)	100,000	100,000	(100,000)	-	-	-	-	100,000	Funds Transferred to CIP Fund (750)
Teel - 380 Intersection Improvements	100,000	100,000	-	100,000	-	100,000	-	100,000	Pre-Design
Transfer to Capital Project Fund - Fishtrap	-	-	100,000	100,000	-	-	-	(100,000)	Transfer for Fishtrap (Elem-DNT)
Total West	\$ 4,759,100	\$ 3,200,000	\$ 667,822	\$ 3,867,822	\$ 116,551	\$ 146,460	\$ 3,604,812	\$ 1,230,561	\$ 3,265,529
Total Expenditures	\$ 7,962,000	\$ 4,154,168	\$ 1,213,847	\$ 5,368,015	\$ 185,719	\$ 692,484	\$ 4,489,812	\$ 2,733,269	\$ 4,419,696
REVENUE OVER (UNDER) EXPENDITURES			\$ (1,591,055)	\$ 642,920					
Beginning Fund Balance October 1*			3,031,038	3,031,038					
Ending Fund Balance Current Month			\$ 1,439,983	\$ 3,673,958					

Notes
* Unaudited Fund Balance; to be updated after the FY19 annual financial report is completed.

TOWN OF PROSPER, TEXAS
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Expected Year to Date Percent 16.66%

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	\$ 2,183	\$ -	\$ 12,817	15%		\$ 3,525	-38%
Fire Donation Revenue	13,200	-	13,200	2,228	-	10,972	17%		2,217	0%
Child Safety Revenue	12,000	-	12,000	411	-	11,589	3%		408	1%
Court Security Revenue	8,500	-	8,500	1,323	-	7,177	16%		1,471	-10%
Court Technology Revenue	10,000	-	10,000	1,764	-	8,236	18%		1,961	-10%
Interest Income	6,000	-	6,000	1,460	-	4,540	24%		1,386	5%
Transfer In	-	-	-	-	-	-	-		-	-
Total Revenue	\$ 64,700	\$ -	\$ 64,700	\$ 9,369	\$ -	\$ 55,331	14%		\$ 10,968	-15%
EXPENDITURES										
LEOSE Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-		\$ -	-
Court Technology Expense	10,000	-	10,000	2,515	-	7,485	25%	1	-	-
Court Security Expense	10,112	-	10,112	695	-	9,417	7%		1,907	-
Police Donation Expense	60,416	-	60,416	-	-	60,416	0%		-	-
Fire Donation Expense	17,826	-	17,826	-	-	17,826	0%		(723)	-
Child Safety Expense	5,000	-	5,000	-	-	5,000	0%		-	-
Tree Mitigation Expense	50,000	-	50,000	-	-	50,000	0%		-	-
Police Seizure Expense	1,646	8,817	10,463	-	8,817	1,646	84%	1	(8,817)	-
Total Expenses	\$ 155,000	\$ 8,817	\$ 163,817	\$ 3,210	\$ 8,817	\$ 151,790	2%		\$ (7,633)	
REVENUE OVER (UNDER) EXPENDITURES	\$ (90,300)	\$ (8,817)	\$ (99,117)	\$ 6,159					\$ 18,601	
Beginning Fund Balance October 1*			1,707,346	1,707,346					1,755,882	
Ending Fund Balance Current Month			<u>\$ 1,608,229</u>	<u>\$ 1,713,505</u>					<u>\$ 1,774,483</u>	

Notes

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

* Unaudited Fund Balance; to be updated after the FY19 annual financial report is completed

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
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CAPITAL PROJECTS FUND - GENERAL

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									
Grants	\$ -	\$ -	\$ -	\$ -	-	-	-	-	
Bond Proceeds	12,390,000	-	12,390,000	-	-	-	-	-	
Interest	-	-	-	51,966	-	-	-	-	
Interest-2006 Bond	-	-	-	155	-	-	-	-	
Interest-2008 Bond	-	-	-	-	-	-	-	-	
Interest-2012 GO Bond	-	-	-	-	-	-	-	-	
Interest-2015 Bond	-	-	-	3,484	-	-	-	-	
Interest-2016 Bond	-	-	-	12	-	-	-	-	
Interest-2017 Bond	-	-	-	88	-	-	-	-	
Interest-2018 Bond	-	-	-	3,051	-	-	-	-	
Interest-2019 Bond	-	-	-	58,760	-	-	-	-	
Transfers In - General Fund	393,598	1,250,000	1,791,525	1,398,709	-	-	-	-	includes transfers from Escrow funds as well
Transfers In - Impact Fee Funds	-	169,168	169,168	169,168	-	-	-	-	
Transfers In - Bond Funds	-	-	-	496,715	-	-	-	-	
Total Revenues	\$ 12,783,598	\$ 1,419,168	\$ 14,350,693	\$ 2,182,108					
EXPENDITURES									
Fishtrap Seg 1 (Teel-Mid Sch)	1,190,000	1,190,000	1,190,000	-	-	1,190,000	-	1,190,000	Construction to begin by end of 2019
West Prosper Roads	16,185,618	3,404,618	82,032	3,486,650	622,348	82,032	2,782,270	9,127,945	6,353,293 Segment E design 95% complete
BNF Quiet Zone First/Fifth	145,000	-	145,000	145,000	-	-	145,000	-	145,000 Phase 2-design complete; construction 95% complete
Prosper Trail (Coit-Custer) 2 Lanes	6,000,000	4,750,000	1,372,000	6,122,000	-	122,000	6,000,000	-	5,878,000 Phase 3-design 95% complete; construction start date: Winter 2019-2020
Downtown Enhancements	2,718,488	-	20,040	20,040	(1,960)	20,040	1,960	2,714,785	(14,377) Project complete
Prosper Trail (Kroger to Coit)	4,808,209	208,166	1,115,938	1,324,104	58,188	1,057,750	208,166	3,648,131	44,139 Construction 85% complete
First St (DNT to Coleman)	2,786,567	-	118,546	118,546	-	118,546	-	804,956	1,863,065 Design 70% complete
Old Town Streets	1,000,000	-	15,904	15,904	-	15,450	454	975,016	9,535 Project complete
Fishtrap (Elem-DNT) 4 Lanes	16,450,000	800,000	100,000	900,000	-	-	900,000	-	16,450,000 Pre-Design
First St (Coit-Custer) 4 Lanes	1,000,000	1,000,000	-	1,000,000	-	-	1,000,000	-	1,000,000 Pre-Design
Coit Rd (First-Frontier) 4 Lanes	17,589,900	800,000	-	800,000	-	-	800,000	-	17,589,900 Design 90% complete; Consultant is preparing ROW documents
Cook Lane (First-End)	2,250,000	2,100,000	-	2,100,000	779	-	2,099,221	-	2,249,221 Phase I design 65% complete; Phase II Bidding
Victory Way (Coleman-Frontier)	2,500,000	-	2,318,812	2,318,812	30,000	66,412	2,222,400	181,438	2,222,150 Design 100% complete, 50% of needed ROW has been acquired
Fishtrap (Teel Intersection Improvements)	1,500,000	1,446,450	13,175	1,459,625	-	13,175	1,446,450	41,097	1,445,728 Bidding
Prosper Trail/DNT Intersection Improvements	1,688,000	1,600,000	4,805	1,604,805	-	4,805	1,600,000	83,195	1,600,000 Design 90% complete, construction start: Spring 2020; Drainage easement acquired
Fishtrap Section 1 & 4	778,900	-	202,500	202,500	149,998	202,500	(149,998)	151,889	274,513 Segment 1 - Construction to begin Jan 2020; Segment 4 - Preliminary Design
Coleman St (At Prosper HS)	790,000	90,000	-	90,000	-	-	90,000	-	790,000 Construction 50% complete
Eighth Street (Church-PSD)	246,517	5,759	5,759	5,759	3,657	2,102	0	240,759	(0) Project complete
Field Street (First-Broadway)	140,060	1,547	1,547	1,547	1,557	(10)	-	138,513	(0) Project complete
Acacia Parkway	1,022,782	124,780	-	124,780	19,227	-	105,553	898,002	105,554 Ongoing legal fees
Coleman (Gorgeous-Prosper Trail)	375,000	26,814	15,155	26,814	11,727	15,155	(69)	348,186	(69) Construction complete
Fifth Street (Coleman-Church)	375,000	116,665	2,512	116,665	7,191	2,512	106,962	258,344	106,953 Project complete
Third St (Main-Coleman)	76,363	116,665	5,714	116,665	-	5,714	110,951	70,649	(0) Project complete
FM2478 (US380-FM1461)	392,205	-	243,373	243,373	-	-	243,373	-	392,205 TxDOT acquired 94% of the ROW; Impending water line relocations
Total Street Projects	\$ 82,008,609	\$ 17,781,464	\$ 5,782,813	\$ 23,533,590	\$ 902,712	\$ 1,728,184	\$ 20,902,694	\$ 19,682,904	\$ 59,694,809
Traffic Signal - Coit/First	288,244	-	288,244	288,244	70,193	218,051	-	-	- Construction 20% complete; awaiting delivery of poles anticipated January 2020
US 380 Median Lighting	485,000	-	485,000	485,000	-	-	485,000	-	485,000 Design 90% complete-construction: Spring 2020
Traffic Signal - Fishtrap/Teel	334,100	-	21,122	21,122	6,092	21,122	(6,092)	12,978	293,908 Bidding; award anticipated to be considered January 28, 2020.
Total Traffic Projects	\$ 1,107,344	\$ -	\$ 794,366	\$ 794,366	\$ 76,285	\$ 239,173	\$ 478,908	\$ 12,978	\$ 778,908
HWY 289 Gateway Monument	474,752	-	27,312	27,312	4,428	27,312	(4,428)	228,826	214,187 Construction substantially complete
Town Hall Open Space Enhancements	52,000	-	5,975	5,975	-	5,975	-	21,298	24,727
US 380 Median Design (Green Ribbon)	809,250	-	6,000	6,000	-	6,000	-	11,459	791,791 Design complete; construction start date: Winter 2019-2020
Whitley Place H&B Trail Extension	180,000	-	8,438	8,438	-	8,438	-	4,313	167,250 Project 85% designed
Whitley Place H&B Trail Extension (Pwr line Esmnt)	280,000	280,000	-	280,000	-	-	280,000	-	280,000
Pecan Grove Ph II	67,000	67,000	-	67,000	-	-	67,000	-	67,000
Total Park Projects	\$ 1,863,002	\$ 347,000	\$ 47,724	\$ 394,724	\$ 4,428	\$ 47,724	\$ 342,572	\$ 265,896	\$ 1,197,954
Town Hall - FF&E	1,362,000	-	-	-	6,666	28,740	(35,405)	1,283,396	43,198 FFE still working on art for facility
Public Safety Complex, Phase 1	1,644,696	-	288,146	288,146	19,047	313,046	(43,947)	1,248,251	64,351 Construction 15% complete
Parks and Public Works Complex	2,000,000	-	-	-	5	-	(5)	1,156,603	843,392 Land purchased
Public Safety Complex, Phase 1-Dev Costs	550,000	-	550,000	550,000	-	-	550,000	-	550,000 Construction 15% complete
Public Safety Complex, Phase 1-Construction	12,645,804	-	10,391,849	10,391,849	1,222,682	8,967,032	202,134	2,253,955	202,134 Construction 15% complete
Public Safety Complex, Phase 1-FFE	1,165,000	-	1,165,000	1,165,000	-	485,166	679,834	-	679,834 Construction 15% complete
Fire Ladder Truck	1,649,651	-	1,210,007	1,210,007	67,797	1,122,521	19,688	416,648	42,685 Final inspection schedule in first part of December. Estimated delivery: January
Total Facility Projects	\$ 21,017,151	\$ -	\$ 13,605,002	\$ 13,605,002	\$ 1,316,198	\$ 10,916,506	\$ 1,372,299	\$ 6,358,853	\$ 2,425,595
Transfer Out	-	-	-	-	-	-	-	1,698,003	-
Total Expenditures	\$ 105,996,106	\$ 18,128,464	\$ 20,229,905	\$ 38,327,682	\$ 2,299,622	\$ 12,931,587	\$ 23,096,473	\$ 28,018,633	\$ 64,097,266
REVENUE OVER (UNDER) EXPENDITURES			\$ (23,976,989)	\$ (117,513)					
Beginning Fund Balance October 1*				10,598,264	10,598,264				
Ending Fund Balance Current Month				\$ (13,378,725)	\$ 10,480,751				

Notes

* Unaudited Fund Balance; to be updated after the FY19 annual financial report is completed.

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CAPITAL PROJECTS FUND-WATER/SEWER

Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Year Expenditure	Project Budget Balance	STATUS OF PROJECT	
REVENUES										
Interest Income	\$ -	\$ -	\$ -	\$ 30,202						
Interest-2016 CO Bond	-	-	-	594						
Interest-2017 CO Bond	-	-	-	1,069						
Interest-2018 CO Bond	-	-	-	11,289						
Interest-2019 CO Bond	-	-	-	13,043						
Bond Proceeds	-	-	-	-						
Transfers In - Impact Fees	-	-	-	-						
Transfers In	-	-	3,051,275	3,051,275						
Transfers In-Bond Funds	-	-	-	1,610,425						
Total Revenues	\$ -	\$ -	\$ 3,051,275	\$ 4,717,898						
EXPENDITURES										
Lower Pressure Plane Pump Station Design	1,585,100	-	1,434,400	1,434,400	-	1,434,400	-	109,597	41,103	Construction complete for Lovers Lane; design 90% complete
Fishtrap EST (South)	6,433,700	-	4,673,862	4,673,862	-	4,673,862	-	1,478,296	281,542	Construction 30% complete
Water Supply Line Phase 1	11,488,050	-	4,806,793	4,806,793	2,162,244	950,504	1,694,045	7,797,771	577,531	construction 80% complete
Water Supply Line Phase 1 Easement Costs	1,691,500	-	-	-	132	-	(132)	1,024,148	667,220	construction 80% complete
Custer Rd Meter Station/Water Line Relocation	2,791,600	-	2,713,367	2,713,367	-	212,092	2,501,275	78,233	2,501,275	Design 95% complete; construction start: Winter 2019-2020
Church/Parvin WW Reconstruction	100,000	100,000	-	100,000	-	-	100,000	-	100,000	
E-W Collector (Cook-DNT)	695,775	-	411,000	411,000	-	11,000	400,000	290,775	394,000	Est completion Fall 2020
Broadway (Parvin-Craig)	150,000	-	150,000	150,000	-	-	150,000	-	150,000	
Fifth Street Water line	200,000	-	6,830	6,830	-	6,830	-	185,370	7,800	Est completion Winter 2019-2020
Total Water & Wastewater Projects	\$ 25,135,725	\$ 100,000	\$ 14,196,252	\$ 14,296,252	\$ 2,162,376	\$ 7,288,689	\$ 4,845,188	\$ 10,964,189	\$ 4,720,472	
Old Town Drainage	500,000	427,564	9,800	437,364	4,750	9,800	422,814	62,636	422,814	Bidding; Bids rejected and preparing for re-bid.
Old Town Drainage Broadway Design & Construction	647,765	479,365	21,400	500,765	-	21,400	479,365	114,600	511,765	Bidding; Bids rejected and preparing for re-bid.
Total Drainage Projects	\$ 1,147,765	\$ 906,929	\$ 31,200	\$ 938,129	\$ 4,750	\$ 31,200	\$ 902,179	\$ 177,236	\$ 934,579	
Transfer out										
Total Expenses	\$ 26,283,490	\$ 1,006,929	\$ 14,227,452	\$ 15,234,381	\$ 2,167,126	\$ 7,319,889	\$ 5,747,367	\$ 11,141,425	\$ 5,655,051	
			\$ (12,183,106)	\$ 2,550,772						
Beginning Working Capital October 1*			20,675,351	20,675,351						
Ending Working Capital Current Month			<u>\$ 8,492,245</u>	<u>\$ 23,226,123</u>						

Notes

* Unaudited Fund Balance; to be updated after the FY19 annual financial report is completed.

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-4035-10-00	3% Construction Fee	(400,000.00)		(400,000.00)	(61,003.32)	(6,540.19)		15.251	(338,996.68)
100-4061-10-00	Notary Fees	(200.00)		(200.00)	(20.00)	(5.00)		10	(180.00)
	Subtotal object - 04	(400,200.00)		(400,200.00)	(61,023.32)	(6,545.19)		15.248	(339,176.68)
100-4105-10-00	Property Taxes -Delinquent	(140,000.00)		(140,000.00)	(76,528.86)	(6,650.26)		54.663	(63,471.14)
100-4110-10-00	Property Taxes -Current	(16,355,933.00)		(16,355,933.00)	(1,199,464.77)	(810,509.15)		7.334	(15,156,468.23)
100-4111-10-00	VIT Motor Vehicle Tax	(10,000.00)		(10,000.00)				0	(10,000.00)
100-4115-10-00	Taxes -Penalties	(75,000.00)		(75,000.00)	(13,981.92)	(1,632.78)		18.643	(61,018.08)
100-4120-10-00	Sales Taxes	(5,011,936.00)		(5,011,936.00)	(973,434.68)	(562,801.73)		19.422	(4,038,501.32)
100-4130-10-00	Sales Tax-Mixed Beverage	(65,597.00)		(65,597.00)				0	(65,597.00)
100-4140-10-00	Franchise Taxes - Electric	(930,800.00)		(930,800.00)				0	(930,800.00)
100-4150-10-00	Franchise Taxes - Telephone	(149,297.00)		(149,297.00)				0	(149,297.00)
100-4160-10-00	Franchise Taxes - Gas	(207,500.00)		(207,500.00)				0	(207,500.00)
100-4170-10-00	Franchise Taxes - Road Usage	(50,502.00)		(50,502.00)	(266.66)	(132.30)		0.528	(50,235.34)
100-4185-10-00	Franchise Fee - W/S Fund	(339,271.00)		(339,271.00)	(56,545.16)	(28,272.58)		16.667	(282,725.84)
100-4190-10-00	Franchise Fee-Cable	(54,005.00)		(54,005.00)				0	(54,005.00)
	Subtotal object - 04	(23,389,841.00)		(23,389,841.00)	(2,320,222.05)	(1,409,998.80)		9.92	(21,069,618.95)
100-4202-10-00	NTTA Tag Sales	(150.00)		(150.00)	(40.00)			26.667	(110.00)
100-4203-10-00	New Cingular Tower Lease	(24,000.00)		(24,000.00)	(4,000.00)	(2,000.00)		16.667	(20,000.00)
100-4218-10-00	Administrative Fees-EDC	(15,000.00)		(15,000.00)	(2,500.00)	(1,250.00)		16.667	(12,500.00)
100-4230-10-00	Other Permits	(1,555.00)		(1,555.00)	(60.00)	(60.00)		3.859	(1,495.00)
	Subtotal object - 04	(40,705.00)		(40,705.00)	(6,600.00)	(3,310.00)		16.214	(34,105.00)
100-4610-10-00	Interest Income	(300,249.00)		(300,249.00)	(30,636.94)	(7,825.82)		10.204	(269,612.06)
	Subtotal object - 04	(300,249.00)		(300,249.00)	(30,636.94)	(7,825.82)		10.204	(269,612.06)
100-4910-10-00	Other Revenue	(15,000.00)		(15,000.00)	(5.00)	(5.00)		0.033	(14,995.00)
100-4995-10-00	Transfer In/Out	(989,087.00)		(989,087.00)	(164,847.82)	(82,423.91)		16.667	(824,239.18)
	Subtotal object - 04	(1,004,087.00)		(1,004,087.00)	(164,852.82)	(82,428.91)		16.418	(839,234.18)
Program number:	DEFAULT PROGRAM	(25,135,082.00)		(25,135,082.00)	(2,583,335.13)	(1,510,108.72)		10.278	(22,551,746.87)
100-4410-10-07	Court Fines	(474,163.00)		(474,163.00)	(64,067.09)	(27,503.96)		13.512	(410,095.91)
	Subtotal object - 04	(474,163.00)		(474,163.00)	(64,067.09)	(27,503.96)		13.512	(410,095.91)
Program number: 7	MUNICIPAL COURT	(474,163.00)		(474,163.00)	(64,067.09)	(27,503.96)		13.512	(410,095.91)
100-4930-10-99	Insurance Proceeds	(40,000.00)		(40,000.00)	(8,362.04)	(7,862.04)		20.905	(31,637.96)
	Subtotal object - 04	(40,000.00)		(40,000.00)	(8,362.04)	(7,862.04)		20.905	(31,637.96)
Program number: 99	NON-DEPARTMENTAL	(40,000.00)		(40,000.00)	(8,362.04)	(7,862.04)		20.905	(31,637.96)
Department number: 10	ADMINISTRATION	(25,649,245.00)		(25,649,245.00)	(2,655,764.26)	(1,545,474.72)		10.354	(22,993,480.74)
100-4230-20-01	Other Permits	(2,025.00)		(2,025.00)				0	(2,025.00)
	Subtotal object - 04	(2,025.00)		(2,025.00)				0	(2,025.00)
100-4440-20-01	Accident Reports	(1,236.00)		(1,236.00)	(228.00)	(89.00)		18.447	(1,008.00)
100-4450-20-01	Alarm Fee	(52,982.00)		(52,982.00)	(9,432.00)	(2,451.00)		17.802	(43,550.00)
	Subtotal object - 04	(54,218.00)		(54,218.00)	(9,660.00)	(2,540.00)		17.817	(44,558.00)
100-4510-20-01	Grants	(12,000.00)	(32,000.00)	(44,000.00)				0	(44,000.00)
	Subtotal object - 04	(12,000.00)	(32,000.00)	(44,000.00)				0	(44,000.00)
100-4910-20-01	Other Revenue	(5,000.00)		(5,000.00)	(430.00)			8.6	(4,570.00)
	Subtotal object - 04	(5,000.00)		(5,000.00)	(430.00)			8.6	(4,570.00)
Program number: 1	OPERATIONS	(73,243.00)	(32,000.00)	(105,243.00)	(10,090.00)	(2,540.00)		9.587	(95,153.00)
Department number: 20	POLICE	(73,243.00)	(32,000.00)	(105,243.00)	(10,090.00)	(2,540.00)		9.587	(95,153.00)
100-4310-30-01	Charges for Services	(404,247.00)		(404,247.00)	(75,841.89)	(45,422.37)		18.761	(328,405.11)
	Subtotal object - 04	(404,247.00)		(404,247.00)	(75,841.89)	(45,422.37)		18.761	(328,405.11)
100-4411-30-01	CC Fire Assoc	(500.00)		(500.00)				0	(500.00)
	Subtotal object - 04	(500.00)		(500.00)				0	(500.00)
100-4510-30-01	Grants	(40,000.00)	(372,672.00)	(412,672.00)	(840.64)			0.204	(411,831.36)
	Subtotal object - 04	(40,000.00)	(372,672.00)	(412,672.00)	(840.64)			0.204	(411,831.36)
100-4910-30-01	Other Revenue	(750.00)		(750.00)				0	(750.00)

	Subtotal object - 04	(750.00)		(750.00)			0	(750.00)
Program number: 1	OPERATIONS	(445,497.00)	(372,672.00)	(818,169.00)	(76,682.53)	(45,422.37)	9.372	(741,486.47)
100-4315-30-05	Fire Review/Inspect Fees	(100,000.00)		(100,000.00)	(21,400.00)	(14,025.00)	21.4	(78,600.00)
	Subtotal object - 04	(100,000.00)		(100,000.00)	(21,400.00)	(14,025.00)	21.4	(78,600.00)
Program number: 5	MARSHAL	(100,000.00)		(100,000.00)	(21,400.00)	(14,025.00)	21.4	(78,600.00)
Department number: 30	FIRE	(545,497.00)	(372,672.00)	(918,169.00)	(98,082.53)	(59,447.37)	10.682	(820,086.47)
100-4017-40-01	Contractor Registration Fee	(90,000.00)		(90,000.00)	(7,000.00)	(2,800.00)	7.778	(83,000.00)
100-4060-40-01	NSF Fees				(75.00)	(75.00)	0	75.00
	Subtotal object - 04	(90,000.00)		(90,000.00)	(7,075.00)	(2,875.00)	7.861	(82,925.00)
100-4210-40-01	Building Permits	(3,215,472.00)		(3,215,472.00)	(635,464.62)	(326,757.42)	19.763	(2,580,007.38)
100-4230-40-01	Other Permits	(200,000.00)		(200,000.00)	(37,583.80)	(18,943.80)	18.792	(162,416.20)
100-4240-40-01	Plumb/Elect/Mech Permits	(45,000.00)		(45,000.00)	(6,978.00)	(2,898.00)	15.507	(38,022.00)
100-4242-40-01	Re-inspection Fees	(60,000.00)		(60,000.00)	(13,325.00)	(7,500.00)	22.208	(46,675.00)
	Subtotal object - 04	(3,520,472.00)		(3,520,472.00)	(693,351.42)	(356,099.22)	19.695	(2,827,120.58)
100-4910-40-01	Other Revenue	(15,000.00)		(15,000.00)	(2,602.84)	(1,138.16)	17.352	(12,397.16)
	Subtotal object - 04	(15,000.00)		(15,000.00)	(2,602.84)	(1,138.16)	17.352	(12,397.16)
Program number: 1	INSPECTIONS	(3,625,472.00)		(3,625,472.00)	(703,029.26)	(360,112.38)	19.391	(2,922,442.74)
100-4211-40-02	Multi-Family Registration	(10,000.00)		(10,000.00)			0	(10,000.00)
100-4245-40-02	Health Inspections	(57,083.00)		(57,083.00)	(5,475.00)	(3,225.00)	9.591	(51,608.00)
	Subtotal object - 04	(67,083.00)		(67,083.00)	(5,475.00)	(3,225.00)	8.162	(61,608.00)
100-4910-40-02	Other Revenue	(500.00)		(500.00)			0	(500.00)
	Subtotal object - 04	(500.00)		(500.00)			0	(500.00)
Program number: 2	CODE COMPLIANCE	(67,583.00)		(67,583.00)	(5,475.00)	(3,225.00)	8.101	(62,108.00)
100-4220-40-03	Zoning Application Fees	(15,000.00)		(15,000.00)	(22,389.50)	(1,459.50)	149.263	7,389.50
100-4225-40-03	Development Application Fees	(50,000.00)		(50,000.00)	(11,235.00)	(6,485.00)	22.47	(38,765.00)
	Subtotal object - 04	(65,000.00)		(65,000.00)	(33,624.50)	(7,944.50)	51.73	(31,375.50)
100-4910-40-03	Other Revenue	(6,000.00)		(6,000.00)	(1,881.50)	(900.00)	31.358	(4,118.50)
	Subtotal object - 04	(6,000.00)		(6,000.00)	(1,881.50)	(900.00)	31.358	(4,118.50)
Program number: 3	PLANNING	(71,000.00)		(71,000.00)	(35,506.00)	(8,844.50)	50.008	(35,494.00)
Department number: 40	DEVELOPMENT SERVICES	(3,764,055.00)		(3,764,055.00)	(744,010.26)	(372,181.88)	19.766	(3,020,044.74)
100-4910-50-01	Other Revenue	(15,000.00)		(15,000.00)			0	(15,000.00)
	Subtotal object - 04	(15,000.00)		(15,000.00)			0	(15,000.00)
Program number: 1	STREETS	(15,000.00)		(15,000.00)			0	(15,000.00)
Department number: 50	PUBLIC WORKS	(15,000.00)		(15,000.00)			0	(15,000.00)
100-4056-60-00	Field Rental Fees	(124,880.00)		(124,880.00)	(10,525.00)	(1,705.00)	8.428	(114,355.00)
100-4057-60-00	Pavilion User Fees	(3,400.00)		(3,400.00)	(270.00)		7.941	(3,130.00)
100-4058-60-00	Park Program Fees	(96,000.00)		(96,000.00)	(3,243.00)	(432.00)	3.378	(92,757.00)
	Subtotal object - 04	(224,280.00)		(224,280.00)	(14,038.00)	(2,137.00)	6.259	(210,242.00)
100-4721-60-00	Prosper Christmas Donations	(21,000.00)		(21,000.00)	(11,530.00)	(5,500.00)	54.905	(9,470.00)
	Subtotal object - 04	(21,000.00)		(21,000.00)	(11,530.00)	(5,500.00)	54.905	(9,470.00)
100-4910-60-00	Other Revenue	(10,000.00)		(10,000.00)			0	(10,000.00)
	Subtotal object - 04	(10,000.00)		(10,000.00)			0	(10,000.00)
Program number:	DEFAULT PROGRAM	(255,280.00)		(255,280.00)	(25,568.00)	(7,637.00)	10.016	(229,712.00)
100-4063-60-05	Lost Fees	(1,000.00)		(1,000.00)	(355.03)	(157.10)	35.503	(644.97)
100-4064-60-05	Printing/Copying Fees	(400.00)		(400.00)	(185.60)	(76.30)	46.4	(214.40)
100-4065-60-05	Book Fines	(100.00)		(100.00)			0	(100.00)
100-4066-60-05	Library Card Fees	(7,000.00)		(7,000.00)	(1,300.00)	(550.00)	18.571	(5,700.00)
	Subtotal object - 04	(8,500.00)		(8,500.00)	(1,840.63)	(783.40)	21.654	(6,659.37)
100-4510-60-05	Grants	(2,000.00)		(2,000.00)			0	(2,000.00)
	Subtotal object - 04	(2,000.00)		(2,000.00)			0	(2,000.00)
Program number: 5	LIBRARY	(10,500.00)		(10,500.00)	(1,840.63)	(783.40)	17.53	(8,659.37)
Department number: 60	COMMUNITY SERVICES	(265,780.00)		(265,780.00)	(27,408.63)	(8,420.40)	10.313	(238,371.37)
	Revenue							
	Subtotal - - - - -	(30,312,820.00)	(404,672.00)	(30,717,492.00)	(3,535,355.68)	(1,988,064.37)	11.509	(27,182,136.32)
100-5110-10-01	Salaries & Wages	165,153.00		165,153.00	24,878.48	12,439.24	15.064	140,274.52
100-5140-10-01	Salaries - Longevity Pay	105.00		105.00	100.00	100.00	95.238	5.00

100-5143-10-01	Cell Phone Allowance	1,020.00		1,020.00	170.00	85.00		16.667	850.00
100-5145-10-01	Social Security Expense	10,310.00		10,310.00	1,012.82	292.64		9.824	9,297.18
100-5150-10-01	Medicare Expense	2,412.00		2,412.00	341.30	172.87		14.15	2,070.70
100-5155-10-01	SUTA Expense	162.00		162.00				0	162.00
100-5160-10-01	Health Insurance	16,441.00		16,441.00	2,213.44	968.42		13.463	14,227.56
100-5165-10-01	Dental Insurance	467.00		467.00	74.94	36.06		16.047	392.06
100-5170-10-01	Life Insurance/AD&D	113.00		113.00	34.52	17.26		30.549	78.48
100-5175-10-01	Liability (TML)/Workers' Comp	316.00		316.00	47.63	23.91		15.073	268.37
100-5180-10-01	TMRS Expense	22,531.00		22,531.00	3,398.13	1,705.84		15.082	19,132.87
100-5185-10-01	Long/Short Term Disability	314.00		314.00	47.28	23.64		15.057	266.72
100-5186-10-01	WELLE-Wellness Prog Reimb Empl	600.00		600.00	100.00	50.00		16.667	500.00
	Subtotal object - 05	219,944.00		219,944.00	32,418.54	15,914.88		14.739	187,525.46
100-5210-10-01	Office Supplies				19.19	19.19		0	(19.19)
100-5230-10-01	Dues,Fees,& Subscriptions	7,150.00		7,150.00	2,662.99	99.99		37.245	4,487.01
100-5240-10-01	Postage and Delivery	50.00		50.00				0	50.00
100-5250-10-01	Publications	200.00		200.00				0	200.00
100-5280-10-01	Printing and Reproduction	150.00		150.00				0	150.00
100-5290-10-01	Other Charges and Services	100.00		100.00	101.35	101.35		101.35	(1.35)
	Subtotal object - 05	7,650.00		7,650.00	2,783.53	220.53		36.386	4,866.47
100-5330-10-01	Copier Expense	1,400.00		1,400.00	64.23	64.23		4.588	1,335.77
	Subtotal object - 05	1,400.00		1,400.00	64.23	64.23		4.588	1,335.77
100-5410-10-01	Professional Services	311,580.00	12,180.00	323,760.00	44,773.91	26,034.89	278,986.09	13.829	
100-5430-10-01	Legal Fees	62,725.00		62,725.00	18,934.02	18,934.02		30.186	43,790.98
100-5480-10-01	Contracted Services	360.00	14,000.00	14,360.00	14,000.00	14,000.00	14,000.00	97.493	(13,640.00)
	Subtotal object - 05	374,665.00	26,180.00	400,845.00	77,707.93	58,968.91	292,986.09	19.386	30,150.98
100-5530-10-01	Travel	5,200.00		5,200.00				0	5,200.00
100-5533-10-01	Mileage Expense	200.00		200.00				0	200.00
100-5536-10-01	Training/Seminars	1,450.00		1,450.00				0	1,450.00
	Subtotal object - 05	6,850.00		6,850.00				0	6,850.00
100-7145-10-01	Transfer to VERF	132.00		132.00	22.00	11.00		16.667	110.00
	Subtotal object - 07	132.00		132.00	22.00	11.00		16.667	110.00
Program number: 1	TOWN MANAGER	610,641.00	26,180.00	636,821.00	112,996.23	75,179.55	292,986.09	17.744	230,838.68
100-5110-10-02	Salaries & Wages	246,695.00	15,812.36	262,507.36	38,969.83	19,749.01		14.845	223,537.53
100-5115-10-02	Salaries - Overtime	2,000.00		2,000.00	248.02			12.401	1,751.98
100-5140-10-02	Salaries - Longevity Pay	625.00		625.00	790.00	790.00		126.4	(165.00)
100-5143-10-02	Cell Phone Allowance	1,020.00		1,020.00	170.00	85.00		16.667	850.00
100-5145-10-02	Social Security Expense	15,522.00		15,522.00	2,398.83	1,232.59		15.454	13,123.17
100-5150-10-02	Medicare Expense	3,630.00		3,630.00	561.02	288.27		15.455	3,068.98
100-5155-10-02	SUTA Expense	648.00		648.00				0	648.00
100-5160-10-02	Health Insurance	30,395.00		30,395.00	4,241.68	2,120.84		13.955	26,153.32
100-5165-10-02	Dental Insurance	1,284.00		1,284.00	218.36	109.18		17.006	1,065.64
100-5170-10-02	Life Insurance/AD&D	401.00		401.00	80.28	40.14		20.02	320.72
100-5175-10-02	Liability (TML)/Workers' Comp	472.00		472.00	76.21	39.20		16.146	395.79
100-5180-10-02	TMRS Expense	33,921.00		33,921.00	5,445.23	2,795.13		16.053	28,475.77
100-5185-10-02	Long/Short Term Disability	469.00		469.00	74.05	37.52		15.789	394.95
100-5186-10-02	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	178.32	89.16		14.86	1,021.68
100-5193-10-02	Records Retention	1,500.00		1,500.00				0	1,500.00
	Subtotal object - 05	339,782.00	15,812.36	355,594.36	53,451.83	27,376.04		15.032	302,142.53
100-5210-10-02	Office Supplies	2,500.00		2,500.00	261.35	261.35		10.454	2,238.65
100-5220-10-02	Office Equipment	1,500.00		1,500.00				0	1,500.00
100-5230-10-02	Dues,Fees,& Subscriptions	2,050.00		2,050.00	50.00	50.00		2.439	2,000.00
100-5240-10-02	Postage and Delivery	200.00		200.00	35.60	19.80		17.8	164.40
100-5280-10-02	Printing and Reproduction	500.00		500.00				0	500.00
	Subtotal object - 05	6,750.00		6,750.00	346.95	331.15		5.14	6,403.05
100-5310-10-02	Rental Expense	8,300.00		8,300.00	1,825.76	1,248.76		21.997	6,474.24

100-5330-10-02	Copier Expense	1,800.00		1,800.00	64.09	64.09		3.561	1,735.91
	Subtotal object - 05	10,100.00		10,100.00	1,889.85	1,312.85		18.711	8,210.15
100-5410-10-02	Professional Services	13,000.00		13,000.00				0	13,000.00
100-5419-10-02	IT Licenses	5,800.00		5,800.00				0	5,800.00
100-5430-10-02	Legal Fees	31,500.00		31,500.00	7,743.98	7,743.98		24.584	23,756.02
100-5435-10-02	Legal Notices/Filings	8,800.00		8,800.00	808.60	670.60		9.189	7,991.40
100-5460-10-02	Election Expense	12,000.00		12,000.00	122.12	122.12		1.018	11,877.88
100-5480-10-02	Contracted Services	27,400.00	7,380.44	34,780.44	6,997.41	6,602.41	7,380.44	20.119	20,402.59
	Subtotal object - 05	98,500.00	7,380.44	105,880.44	15,672.11	15,139.11	7,380.44	14.802	82,827.89
100-5520-10-02	Telephones	870.00		870.00	72.66	36.33		8.352	797.34
100-5526-10-02	Data Network	460.00		460.00	75.98	37.99		16.517	384.02
100-5530-10-02	Travel	8,600.00		8,600.00	1,367.30	1,260.44		15.899	7,232.70
100-5533-10-02	Mileage Expense	700.00		700.00	37.70			5.386	662.30
100-5536-10-02	Training/Seminars	2,600.00		2,600.00				0	2,600.00
100-5538-10-02	Council/Public Official Expnse	34,000.00		34,000.00	4,572.71	1,715.97		13.449	29,427.29
	Subtotal object - 05	47,230.00		47,230.00	6,126.35	3,050.73		12.971	41,103.65
100-5600-10-02	Special Events	10,861.00		10,861.00	80.99	80.99		0.746	10,780.01
	Subtotal object - 05	10,861.00		10,861.00	80.99	80.99		0.746	10,780.01
Program number: 2	TOWN SECRETARY	513,223.00	23,192.80	536,415.80	77,568.08	47,290.87	7,380.44	14.46	451,467.28
100-5110-10-03	Salaries & Wages	574,032.00	7,790.54	581,822.54	83,398.74	42,693.50		14.334	498,423.80
100-5126-10-03	Salaries-Vacation Buy-Out	3,000.00		3,000.00	1,832.64	1,832.64		61.088	1,167.36
100-5140-10-03	Salaries - Longevity Pay	1,470.00		1,470.00	1,320.00	1,320.00		89.796	150.00
100-5143-10-03	Cell Phone Allowance	2,040.00		2,040.00	340.00	170.00		16.667	1,700.00
100-5145-10-03	Social Security Expense	35,994.00		35,994.00	4,982.01	2,631.82		13.841	31,011.99
100-5150-10-03	Medicare Expense	8,418.00		8,418.00	1,165.13	615.49		13.841	7,252.87
100-5155-10-03	SUTA Expense	1,134.00		1,134.00	5.27	3.51		0.465	1,128.73
100-5160-10-03	Health Insurance	68,688.00		68,688.00	10,303.28	5,564.32		15	58,384.72
100-5165-10-03	Dental Insurance	2,678.00		2,678.00	413.46	224.76		15.439	2,264.54
100-5170-10-03	Life Insurance/AD&D	777.00		777.00	133.94	71.66		17.238	643.06
100-5175-10-03	Liability (TML)/Workers' Comp	1,104.00		1,104.00	161.51	83.90		14.63	942.49
100-5180-10-03	TMRS Expense	78,664.00		78,664.00	11,768.37	6,232.47		14.96	66,895.63
100-5185-10-03	Long/Short Term Disability	1,091.00		1,091.00	155.09	81.10		14.215	935.91
100-5186-10-03	WELLE-Wellness Prog Reimb Empl	2,400.00		2,400.00	300.00	150.00		12.5	2,100.00
	Subtotal object - 05	781,490.00	7,790.54	789,280.54	116,279.44	61,675.17		14.732	673,001.10
100-5210-10-03	Office Supplies	4,750.00		4,750.00	267.80	267.80		5.638	4,482.20
100-5220-10-03	Office Equipment	1,100.00		1,100.00	1,733.71	1,733.71		157.61	(633.71)
100-5230-10-03	Dues,Fees,& Subscriptions	8,398.00		8,398.00	624.98	249.49		7.442	7,773.02
100-5240-10-03	Postage and Delivery	2,250.00		2,250.00	343.80	140.95		15.28	1,906.20
100-5280-10-03	Printing and Reproduction	9,350.00		9,350.00				0	9,350.00
100-5290-10-03	Other Charges and Services	900.00		900.00				0	900.00
	Subtotal object - 05	26,748.00		26,748.00	2,970.29	2,391.95		11.105	23,777.71
100-5330-10-03	Copier Expense	1,500.00		1,500.00	333.54	333.54		22.236	1,166.46
	Subtotal object - 05	1,500.00		1,500.00	333.54	333.54		22.236	1,166.46
100-5400-10-03	Uniform Expense	495.00		495.00				0	495.00
100-5410-10-03	Professional Services	4,000.00		4,000.00				0	4,000.00
100-5412-10-03	Audit Fees	47,500.00		47,500.00	9,406.00		35,719.00	19.802	2,375.00
100-5414-10-03	Appraisal/Tax Fees	173,300.00		173,300.00	45,963.25	45,963.25	103,386.75	26.522	23,950.00
100-5418-10-03	IT Fees	52,479.00		52,479.00	15,668.00	348.00		29.856	36,811.00
100-5419-10-03	IT Licenses	10,000.00		10,000.00	9,000.00			90	1,000.00
100-5430-10-03	Legal Fees	8,000.00		8,000.00	1,060.00	1,060.00		13.25	6,940.00
100-5435-10-03	Legal Notices/Filings	200.00		200.00				0	200.00
	Subtotal object - 05	295,974.00		295,974.00	81,097.25	47,371.25	139,105.75	27.4	75,771.00
100-5530-10-03	Travel	12,580.00		12,580.00	1,266.66	863.70		10.069	11,313.34
100-5533-10-03	Mileage Expense	3,360.00		3,360.00	37.12			1.105	3,322.88
100-5536-10-03	Training/Seminars	9,829.00		9,829.00	1,266.00			12.88	8,563.00

		Subtotal object - 05	25,769.00		25,769.00	2,569.78	1,238.70		9.972	23,199.22
Program number: 3		FINANCE	1,131,481.00	7,790.54	1,139,271.54	203,250.30	113,010.61	139,105.75	17.84	796,915.49
100-5110-10-04		Salaries & Wages	285,456.00	15,837.53	301,293.53	44,002.13	21,861.53		14.604	257,291.40
100-5140-10-04		Salaries - Longevity Pay	445.00		445.00	435.00	435.00		97.753	10.00
100-5143-10-04		Cell Phone Allowance	1,020.00		1,020.00	170.00	85.00		16.667	850.00
100-5145-10-04		Social Security Expense	17,790.00		17,790.00	2,714.69	1,357.15		15.26	15,075.31
100-5150-10-04		Medicare Expense	4,161.00		4,161.00	634.89	317.40		15.258	3,526.11
100-5155-10-04		SUTA Expense	810.00		810.00				0	810.00
100-5160-10-04		Health Insurance	13,955.00		13,955.00	2,637.96	1,578.44		18.903	11,317.04
100-5165-10-04		Dental Insurance	857.00		857.00	176.74	105.38		20.623	680.26
100-5170-10-04		Life Insurance/AD&D	308.00		308.00	99.10	65.18		32.175	208.90
100-5175-10-04		Liability (TML)/Workers' Comp	546.00		546.00	99.49	57.29		18.222	446.51
100-5180-10-04		TMRS Expense	38,878.00		38,878.00	6,042.46	3,031.79		15.542	32,835.54
100-5185-10-04		Long/Short Term Disability	464.00		464.00	73.41	36.77		15.821	390.59
100-5186-10-04		WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	156.64	78.32		13.053	1,043.36
100-5190-10-04		Contract Labor				712.50	345.00		0	(712.50)
100-5191-10-04		Hiring Cost	20,000.00		20,000.00	7,719.40	649.20		38.597	12,280.60
		Subtotal object - 05	385,890.00	15,837.53	401,727.53	65,674.41	30,003.45		16.348	336,053.12
100-5210-10-04		Office Supplies	1,400.00		1,400.00	50.18	50.18		3.584	1,349.82
100-5220-10-04		Office Equipment	1,500.00		1,500.00				0	1,500.00
100-5230-10-04		Dues,Fees,& Subscriptions	3,500.00		3,500.00	361.00	28.50		10.314	3,139.00
100-5240-10-04		Postage and Delivery	150.00		150.00	217.15	111.15		144.767	(67.15)
100-5280-10-04		Printing and Reproduction	500.00		500.00	48.98	(4.05)		9.796	451.02
		Subtotal object - 05	7,050.00		7,050.00	677.31	185.78		9.607	6,372.69
100-5330-10-04		Copier Expense	2,000.00		2,000.00	186.27	186.27		9.314	1,813.73
		Subtotal object - 05	2,000.00		2,000.00	186.27	186.27		9.314	1,813.73
100-5410-10-04		Professional Services	35,000.00		35,000.00			3,602.50	0	31,397.50
100-5419-10-04		IT Licenses	400.00		400.00				0	400.00
100-5430-10-04		Legal Fees	10,000.00		10,000.00	950.00	950.00		9.5	9,050.00
100-5435-10-04		Legal Notices/Filings	150.00		150.00	66.00	66.00		44	84.00
100-5480-10-04		Contracted Services	3,000.00		3,000.00				0	3,000.00
		Subtotal object - 05	48,550.00		48,550.00	1,016.00	1,016.00	3,602.50	2.093	43,931.50
100-5526-10-04		Data Network	480.00		480.00	75.98	37.99		15.829	404.02
100-5530-10-04		Travel	5,500.00		5,500.00				0	5,500.00
100-5533-10-04		Mileage Expense	500.00		500.00				0	500.00
100-5536-10-04		Training/Seminars	18,000.00		18,000.00	7,945.60			44.142	10,054.40
		Subtotal object - 05	24,480.00		24,480.00	8,021.58	37.99		32.768	16,458.42
100-5600-10-04		Special Events	10,000.00		10,000.00	3,989.58	1,312.78		39.896	6,010.42
		Subtotal object - 05	10,000.00		10,000.00	3,989.58	1,312.78		39.896	6,010.42
100-7145-10-04		Transfer to VERF	1,112.00		1,112.00	185.34	92.67		16.667	926.66
		Subtotal object - 07	1,112.00		1,112.00	185.34	92.67		16.667	926.66
Program number: 4		HUMAN RESOURCES	479,082.00	15,837.53	494,919.53	79,750.49	32,834.94	3,602.50	16.114	411,566.54
100-5110-10-05		Salaries & Wages	254,763.00	4,353.43	259,116.43	38,745.32	19,438.66		14.953	220,371.11
100-5115-10-05		Salaries - Overtime	2,960.00		2,960.00				0	2,960.00
100-5126-10-05		SALARIES-VACATION BUY-OUT	1,318.00		1,318.00	1,384.00	1,384.00		105.008	(66.00)
100-5140-10-05		Salaries - Longevity Pay	470.00		470.00	430.00	430.00		91.489	40.00
100-5143-10-05		Cell Phone Allowance	4,500.00		4,500.00	750.00	375.00		16.667	3,750.00
100-5145-10-05		Social Security Expense	16,369.00		16,369.00	2,279.95	1,200.30		13.928	14,089.05
100-5150-10-05		Medicare Expense	3,829.00		3,829.00	533.23	280.72		13.926	3,295.77
100-5155-10-05		SUTA Expense	486.00		486.00				0	486.00
100-5160-10-05		Health Insurance	34,464.00		34,464.00	6,017.92	3,008.96		17.461	28,446.08
100-5165-10-05		Dental Insurance	1,409.00		1,409.00	229.52	114.76		16.29	1,179.48
100-5170-10-05		Life Insurance/AD&D	324.00		324.00	67.20	33.60		20.741	256.80
100-5175-10-05		Liability (TML)/Workers' Comp	496.00		496.00	74.85	37.96		15.091	421.15
100-5180-10-05		TMRS Expense	35,774.00		35,774.00	5,522.90	2,892.38		15.438	30,251.10

100-5185-10-05	Long/Short Term Disability	485.00		485.00	73.63	36.94		15.181	411.37
100-5186-10-05	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	200.00	100.00		16.667	1,000.00
	Subtotal object - 05	358,847.00	4,353.43	363,200.43	56,308.52	29,334.18		15.503	306,891.91
100-5210-10-05	Office Supplies	600.00		600.00	25.67	25.67		4.278	574.33
100-5212-10-05	Building Supplies	600.00		600.00				0	600.00
100-5220-10-05	Office Equipment	710.00		710.00	186.34	186.34		26.245	523.66
100-5225-10-05	Computer Hardware	60,125.00		60,125.00	48,211.43	48,128.97		80.185	11,913.57
100-5230-10-05	Dues,Fees,& Subscriptions	575.00		575.00				0	575.00
100-5240-10-05	Postage and Delivery	125.00		125.00				0	125.00
100-5280-10-05	Printing and Reproduction	100.00		100.00				0	100.00
100-5290-10-05	Other Charges and Services	360.00		360.00				0	360.00
	Subtotal object - 05	63,195.00		63,195.00	48,423.44	48,340.98		76.625	14,771.56
100-5330-10-05	Copier Expense	57,500.00		57,500.00	8,910.33	4,456.97	4,455.28	15.496	44,134.39
	Subtotal object - 05	57,500.00		57,500.00	8,910.33	4,456.97	4,455.28	15.496	44,134.39
100-5400-10-05	Uniform Expense	800.00		800.00				0	800.00
100-5418-10-05	IT Fees	55,519.00		55,519.00	14,650.46	957.98	6,780.00	26.388	34,088.54
100-5419-10-05	IT Licenses	169,026.00		169,026.00			35,071.20	0	133,954.80
100-5430-10-05	Legal Fees	750.00		750.00	38.00	38.00		5.067	712.00
100-5480-10-05	Contracted Services	21,388.00	16,000.00	37,388.00	8,387.00		25,882.00	22.432	3,119.00
	Subtotal object - 05	247,483.00	16,000.00	263,483.00	23,075.46	995.98	67,733.20	8.758	172,674.34
100-5520-10-05	Telephones	35,990.00		35,990.00	4,437.76	1,964.87		12.331	31,552.24
100-5526-10-05	Data Network	53,870.00		53,870.00	4,099.41	1,332.16		7.61	49,770.59
100-5530-10-05	Travel	6,600.00		6,600.00	417.60	417.60		6.327	6,182.40
100-5533-10-05	Mileage Expense	900.00		900.00				0	900.00
100-5536-10-05	Training/Seminars	7,400.00		7,400.00	177.00	177.00		2.392	7,223.00
	Subtotal object - 05	104,760.00		104,760.00	9,131.77	3,891.63		8.717	95,628.23
100-5620-10-05	Tools & Equipment	250.00		250.00	31.97	31.97		12.788	218.03
100-5630-10-05	Safety Equipment	150.00		150.00				0	150.00
	Subtotal object - 05	400.00		400.00	31.97	31.97		7.993	368.03
100-6125-10-05	Capital Expense-Technology	186,961.00	(16,000.00)	170,961.00				0	170,961.00
	Subtotal object - 06	186,961.00	(16,000.00)	170,961.00				0	170,961.00
100-7145-10-05	Transfer to VERF	35,296.00		35,296.00	5,882.66	2,941.33		16.667	29,413.34
	Subtotal object - 07	35,296.00		35,296.00	5,882.66	2,941.33		16.667	29,413.34
Program number: 5	INFORMATION TECHNOLOGY	1,054,442.00	4,353.43	1,058,795.43	151,764.15	89,993.04	72,188.48	14.334	834,842.80
100-5110-10-07	Salaries & Wages	195,125.00	8,502.10	203,627.10	34,171.23	17,165.98		16.781	169,455.87
100-5115-10-07	Salaries - Overtime	270.00		270.00	17.21			6.374	252.79
100-5126-10-07	Salaries-Vacation Buy-Out	3,627.00		3,627.00	1,904.32	1,904.32		52.504	1,722.68
100-5140-10-07	Salaries - Longevity Pay	745.00		745.00	370.00	370.00		49.664	375.00
100-5145-10-07	Social Security Expense	12,386.00		12,386.00	2,105.79	1,127.84		17.001	10,280.21
100-5150-10-07	Medicare Expense	2,897.00		2,897.00	492.49	263.78		17	2,404.51
100-5155-10-07	SUTA Expense	648.00		648.00	3.65	0.41		0.563	644.35
100-5160-10-07	Health Insurance	30,069.00		30,069.00	4,330.64	2,165.32		14.402	25,738.36
100-5165-10-07	Dental Insurance	1,339.00		1,339.00	219.76	109.88		16.412	1,119.24
100-5170-10-07	Life Insurance/AD&D	338.00		338.00	56.28	28.14		16.651	281.72
100-5175-10-07	Liability (TML)/Workers' Comp	793.00		793.00	181.44	91.04		22.88	611.56
100-5180-10-07	TMRS Expense	27,069.00		27,069.00	4,954.25	2,640.93		18.302	22,114.75
100-5185-10-07	Long/Short Term Disability	323.00		323.00	51.41	25.88		15.916	271.59
100-5186-10-07	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	100.00	50.00		8.333	1,100.00
	Subtotal object - 05	276,829.00	8,502.10	285,331.10	48,958.47	25,943.52		17.158	236,372.63
100-5210-10-07	Office Supplies	2,275.00		2,275.00	865.31	544.31		38.036	1,409.69
100-5230-10-07	Dues,Fees,& Subscriptions	415.00		415.00				0	415.00
100-5240-10-07	Postage and Delivery	3,800.00		3,800.00	469.85	199.40		12.364	3,330.15
100-5250-10-07	Publications	100.00		100.00				0	100.00
100-5280-10-07	Printing and Reproduction	1,700.00		1,700.00	324.12			19.066	1,375.88
100-5290-10-07	Other Charges and Services	350.00		350.00				0	350.00

	Subtotal object - 05	8,640.00		8,640.00	1,659.28	743.71		19.205	6,980.72
100-5310-10-07	Rental Expense	2,701.00		2,701.00	173.58			6.427	2,527.42
100-5330-10-07	Copier Expense	1,850.00		1,850.00	120.38	120.38		6.507	1,729.62
100-5350-10-07	VEHICLE EXPENSE	500.00		500.00	6.00			1.2	494.00
100-5352-10-07	FUEL	3,000.00		3,000.00	39.71			1.324	2,960.29
100-5353-10-07	OIL/GREASE/INSPECTIONS	300.00		300.00				0	300.00
	Subtotal object - 05	8,351.00		8,351.00	339.67	120.38		4.067	8,011.33
100-5410-10-07	Professional Services	3,500.00		3,500.00	300.00	50.00		8.571	3,200.00
100-5418-10-07	IT Fees				530.46			0	(530.46)
100-5419-10-07	IT Licenses	7,400.00		7,400.00				0	7,400.00
100-5420-10-07	Municipal Court/Judge Fees	39,400.00		39,400.00	6,400.00	3,200.00	32,000.00	16.244	1,000.00
100-5425-10-07	State Fines Expense	3,000.00		3,000.00	566.82	566.82		18.894	2,433.18
100-5430-10-07	Legal Fees	43,200.00		43,200.00	2,886.21	2,886.21		6.681	40,313.79
	Subtotal object - 05	96,500.00		96,500.00	10,683.49	6,703.03	32,000.00	11.071	53,816.51
100-5530-10-07	Travel	900.00		900.00				0	900.00
100-5533-10-07	Mileage Expense	800.00		800.00				0	800.00
100-5536-10-07	Training/Seminars	1,000.00		1,000.00				0	1,000.00
	Subtotal object - 05	2,700.00		2,700.00				0	2,700.00
100-7145-10-07	Transfer to VERF	97.00		97.00	16.16	8.08		16.66	80.84
	Subtotal object - 07	97.00		97.00	16.16	8.08		16.66	80.84
Program number: 7	MUNICIPAL COURT	393,117.00	8,502.10	401,619.10	61,657.07	33,518.72	32,000.00	15.352	307,962.03
100-5110-10-99	Salaries & Wages	(205,272.00)	(127,672.00)	(332,944.00)				0	(332,944.00)
100-5176-10-99	TML Prop. & Liab. Insurance	206,000.00		206,000.00	228,101.37	228,101.37		110.729	(22,101.37)
	Subtotal object - 05	728.00	(127,672.00)	(126,944.00)	228,101.37	228,101.37			(355,045.37)
100-5210-10-99	OFFICE SUPPLIES	1,000.00		1,000.00				0	1,000.00
100-5230-10-99	DUES,FEES,& SUBSCRIPTIONS	1,300.00		1,300.00				0	1,300.00
	Subtotal object - 05	2,300.00		2,300.00				0	2,300.00
100-5305-10-99	Chapt 380 Program Grant Exp	672,010.00		672,010.00	9,045.30	6,788.77		1.346	662,964.70
100-5306-10-99	Developer Rollback Incentives	25,000.00		25,000.00				0	25,000.00
100-5350-10-99	Vehicle Expense	19,000.00		19,000.00	12.00			0.063	18,988.00
100-5352-10-99	Fuel	1,250.00		1,250.00	74.89	23.75		5.991	1,175.11
100-5353-10-99	Oil/Grease/Inspections	50.00		50.00				0	50.00
	Subtotal object - 05	717,310.00		717,310.00	9,132.19	6,812.52		1.273	708,177.81
100-5410-10-99	Professional Services	71,500.00		71,500.00	4,500.00	2,250.00	31,500.00	6.294	35,500.00
100-5415-10-99	Tuition Reimbursement	54,207.00		54,207.00				0	54,207.00
100-5480-10-99	Contracted Services	86,000.00		86,000.00	6,000.00	3,000.00	30,000.00	6.977	50,000.00
100-5489-10-99	Developer Reimbursement				18,750.00	18,750.00		0	(18,750.00)
	Subtotal object - 05	211,707.00		211,707.00	29,250.00	24,000.00	61,500.00	13.816	120,957.00
100-5600-10-99	Special Events	10,000.00		10,000.00	126.98	126.98		1.27	9,873.02
	Subtotal object - 05	10,000.00		10,000.00	126.98	126.98		1.27	9,873.02
100-5930-10-99	Damage Claims Expense	65,000.00		65,000.00	500.00			0.769	64,500.00
	Subtotal object - 05	65,000.00		65,000.00	500.00			0.769	64,500.00
100-6610-10-99	Capital	200,000.00		200,000.00			103,465.77	0	96,534.23
	Subtotal object - 06	200,000.00		200,000.00			103,465.77	0	96,534.23
100-7000-10-99	Contingency	50,000.00	(12,180.00)	37,820.00			5,937.50	0	31,882.50
	Subtotal object - 07	50,000.00	(12,180.00)	37,820.00			5,937.50	0	31,882.50
100-7145-10-99	Transfer to VERF	3,731.00		3,731.00	621.84	310.92		16.667	3,109.16
	Subtotal object - 07	3,731.00		3,731.00	621.84	310.92		16.667	3,109.16
Program number: 99	NON-DEPARTMENTAL	1,260,776.00	(139,852.00)	1,120,924.00	267,732.38	259,351.79	170,903.27	23.885	682,288.35
Department number: 10	ADMINISTRATION	5,442,762.00	(53,995.60)	5,388,766.40	954,718.70	651,179.52	718,166.53	17.717	3,715,881.17
100-5110-20-01	Salaries & Wages	2,127,340.00	71,677.52	2,199,017.52	259,926.40	139,565.97		11.82	1,939,091.12
100-5115-20-01	Salaries - Overtime	190,106.00		190,106.00	9,801.15	5,295.72		5.156	180,304.85
100-5126-20-01	Salaries-Vacation Buy-Out	3,331.00		3,331.00	3,432.40	3,432.40		103.044	(101.40)
100-5127-20-01	Salaries-Certification Pay	21,420.00		21,420.00	4,275.93	2,512.95		19.962	17,144.07
100-5140-20-01	Salaries - Longevity Pay	4,665.00		4,665.00	4,430.00	4,430.00		94.962	235.00

100-5143-20-01	Cell Phone Allowance	8,190.00		8,190.00	250.00	125.00		3.053	7,940.00
100-5145-20-01	Social Security Expense	146,014.00		146,014.00	16,369.21	8,738.05		11.211	129,644.79
100-5150-20-01	Medicare Expense	34,148.00		34,148.00	3,982.19	2,197.51		11.662	30,165.81
100-5155-20-01	SUTA Expense	5,184.00		5,184.00	8.36	7.31		0.161	5,175.64
100-5160-20-01	Health Insurance	252,439.00		252,439.00	22,618.14	11,516.76		8.96	229,820.86
100-5165-20-01	Dental Insurance	10,489.00		10,489.00	1,249.22	640.52		11.91	9,239.78
100-5170-20-01	Life Insurance/AD&D	9,580.00		9,580.00	1,194.14	612.70		12.465	8,385.86
100-5175-20-01	Liability (TML)/Workers' Comp	46,799.00		46,799.00	4,772.62	2,610.04		10.198	42,026.38
100-5180-20-01	TMRS Expense	319,110.00		319,110.00	38,260.60	21,068.53		11.99	280,849.40
100-5185-20-01	Long/Short Term Disability	4,148.00		4,148.00	477.61	254.61		11.514	3,670.39
100-5186-20-01	WELLE-Wellness Prog Reimb Empl	6,600.00		6,600.00	500.00	250.00		7.576	6,100.00
100-5191-20-01	Hiring Cost	55.00		55.00	22.00			40	33.00
100-5192-20-01	Physical & Psychological	2,540.00		2,540.00	500.00	500.00		19.685	2,040.00
	Subtotal object - 05	3,192,158.00	71,677.52	3,263,835.52	372,069.97	203,758.07		11.4	2,891,765.55
100-5210-20-01	Office Supplies	12,800.00		12,800.00	772.23	703.69		6.033	12,027.77
100-5214-20-01	Tactical Supplies	36,875.00	(848.00)	36,027.00	1,470.00	1,470.00		4.08	34,557.00
100-5215-20-01	Ammunition	66,560.00		66,560.00			4,037.00	0	62,523.00
100-5230-20-01	Dues,Fees,& Subscriptions	7,950.00		7,950.00	1,082.21	471.48		13.613	6,867.79
100-5240-20-01	Postage and Delivery	1,426.00		1,426.00	275.58	126.40		19.325	1,150.42
100-5265-20-01	Promotional Expense	500.00		500.00				0	500.00
100-5280-20-01	Printing and Reproduction	800.00		800.00				0	800.00
	Subtotal object - 05	126,911.00	(848.00)	126,063.00	3,600.02	2,771.57	4,037.00	2.856	118,425.98
100-5310-20-01	Rental Expense	4,410.00		4,410.00	419.20			9.506	3,990.80
100-5320-20-01	Repairs & Maintenance	800.00		800.00	491.18	40.43		61.398	308.82
100-5330-20-01	Copier Expense	2,100.00		2,100.00	130.29	130.29		6.204	1,969.71
100-5350-20-01	Vehicle Expense	86,956.00		86,956.00	2,129.56	499.39		2.449	84,826.44
100-5352-20-01	Fuel	81,360.00		81,360.00	7,043.69	1,873.42		8.657	74,316.31
100-5353-20-01	Oil/Grease/Inspections	5,100.00		5,100.00				0	5,100.00
	Subtotal object - 05	180,726.00		180,726.00	10,213.92	2,543.53		5.652	170,512.08
100-5400-20-01	Uniform Expense	68,722.00		68,722.00	1,153.38	1,204.08		1.678	67,568.62
100-5410-20-01	Professional Services	17,660.00		17,660.00	5,099.25	384.25	14,471.50	28.875	(1,910.75)
100-5418-20-01	IT Fees	16,590.00		16,590.00				0	16,590.00
100-5430-20-01	Legal Fees	14,400.00		14,400.00	1,937.65	1,937.65		13.456	12,462.35
100-5480-20-01	Contracted Services	49,322.00		49,322.00	14,313.16	10,110.83	7,344.45	29.02	27,664.39
	Subtotal object - 05	166,694.00		166,694.00	22,503.44	13,636.81	21,815.95	13.5	122,374.61
100-5520-20-01	Telephones	4,000.00		4,000.00	570.26	285.13		14.257	3,429.74
100-5523-20-01	Water/Sewer Charges	1,400.00		1,400.00	219.91	116.96		15.708	1,180.09
100-5524-20-01	Gas	1,800.00		1,800.00				0	1,800.00
100-5525-20-01	Electricity	11,229.00		11,229.00	831.96	831.96		7.409	10,397.04
100-5526-20-01	Data Network	7,425.00		7,425.00	1,976.08	988.12		26.614	5,448.92
100-5530-20-01	Travel	4,000.00		4,000.00	2,053.39	1,628.39		51.335	1,946.61
100-5533-20-01	Mileage Expense	1,000.00		1,000.00	234.32			23.432	765.68
100-5536-20-01	Training/Seminars	52,600.00		52,600.00	3,747.70	587.75		7.125	48,852.30
	Subtotal object - 05	83,454.00		83,454.00	9,633.62	4,438.31		11.544	73,820.38
100-5600-20-01	Special Events	5,000.00		5,000.00				0	5,000.00
100-5620-20-01	TOOLS & EQUIPMENT	120,983.00		120,983.00	158.23	12.79		0.131	120,824.77
100-5630-20-01	Safety Equipment	14,124.00		14,124.00				0	14,124.00
	Subtotal object - 05	140,107.00		140,107.00	158.23	12.79		0.113	139,948.77
100-6140-20-01	Capital Expense-Equipment	65,694.00	38,174.43	103,868.43			38,174.43	0	65,694.00
100-6160-20-01	Capital Expense-Vehicles	142,654.00		142,654.00			101,225.00	0	41,429.00
	Subtotal object - 06	208,348.00	38,174.43	246,522.43			139,399.43	0	107,123.00
100-7145-20-01	Transfer to VERF	350,015.00		350,015.00	58,335.84	29,167.92		16.667	291,679.16
	Subtotal object - 07	350,015.00		350,015.00	58,335.84	29,167.92		16.667	291,679.16
Program number: 1	OPERATIONS	4,448,413.00	109,003.95	4,557,416.95	476,515.04	256,329.00	165,252.38	10.456	3,915,649.53
100-5110-20-05	Salaries & Wages	534,637.00	25,540.98	560,177.98	79,222.33	30,307.76		14.142	480,955.65

100-5115-20-05	Salaries - Overtime	10,545.00		10,545.00	6,052.20	2,187.38		57.394	4,492.80
100-5126-20-05	Salaries-Vacation Buy-Out	7,049.00		7,049.00	2,647.76	2,647.76		37.562	4,401.24
100-5127-20-05	Salaries-Certification Pay	10,800.00		10,800.00	1,523.00	761.50		14.102	9,277.00
100-5140-20-05	Salaries - Longevity Pay	1,905.00		1,905.00	1,295.00	1,295.00		67.979	610.00
100-5145-20-05	Social Security Expense	35,064.00		35,064.00	5,468.41	2,781.67		15.596	29,595.59
100-5150-20-05	Medicare Expense	8,200.00		8,200.00	1,278.91	650.55		15.596	6,921.09
100-5155-20-05	SUTA Expense	1,782.00		1,782.00	27.67	11.06		1.553	1,754.33
100-5160-20-05	Health Insurance	99,490.00		99,490.00	10,913.32	5,138.74		10.969	88,576.68
100-5165-20-05	Dental Insurance	4,797.00		4,797.00	573.92	287.98		11.964	4,223.08
100-5170-20-05	Life Insurance/AD&D	1,239.00		1,239.00	192.29	98.49		15.52	1,046.71
100-5175-20-05	Liability (TML)/Workers' Comp	1,146.00		1,146.00	164.07	81.60		14.317	981.93
100-5180-20-05	TMRS Expense	76,630.00		76,630.00	12,332.44	6,275.93		16.093	64,297.56
100-5185-20-05	Long/Short Term Disability	1,017.00		1,017.00	142.51	73.09		14.013	874.49
100-5186-20-05	WELLE-Wellness Prog Reimb Empl	3,000.00		3,000.00	274.12	117.48		9.137	2,725.88
	Subtotal object - 05	797,301.00	25,540.98	822,841.98	122,107.95	61,715.99		14.84	700,734.03
100-5210-20-05	Office Supplies	4,079.00		4,079.00	350.73	350.73		8.598	3,728.27
100-5212-20-05	Building Supplies	1,500.00		1,500.00				0	1,500.00
100-5220-20-05	Office Equipment	4,699.00		4,699.00				0	4,699.00
100-5230-20-05	Dues,Fees,& Subscriptions	3,520.00		3,520.00	40.00	40.00		1.136	3,480.00
100-5240-20-05	Postage and Delivery				17.50			0	(17.50)
100-5250-20-05	Publications	300.00		300.00				0	300.00
	Subtotal object - 05	14,098.00		14,098.00	408.23	390.73		2.896	13,689.77
100-5330-20-05	Copier Expense	600.00		600.00	100.56	100.56		16.76	499.44
100-5340-20-05	Building Repairs	3,000.00		3,000.00				0	3,000.00
	Subtotal object - 05	3,600.00		3,600.00	100.56	100.56		2.793	3,499.44
100-5400-20-05	Uniform Expense	1,600.00		1,600.00	495.84	348.90		30.99	1,104.16
100-5419-20-05	IT Licenses	115,592.00		115,592.00	60,530.76		2,400.00	52.366	52,661.24
100-5430-20-05	Legal Fees				247.00	247.00		0	(247.00)
100-5480-20-05	Contracted Services	89,453.00		89,453.00	48,643.88	37,443.92	22,179.72	54.379	18,629.40
	Subtotal object - 05	206,645.00		206,645.00	109,917.48	38,039.82	24,579.72	53.191	72,147.80
100-5520-20-05	Telephones	1,200.00		1,200.00	272.78	136.39		22.732	927.22
100-5524-20-05	Gas	1,000.00		1,000.00	203.29	103.19		20.329	796.71
100-5526-20-05	Data Network	267.00		267.00				0	267.00
100-5530-20-05	Travel	5,000.00		5,000.00				0	5,000.00
100-5536-20-05	Training/Seminars	7,683.00		7,683.00	133.90	133.90		1.743	7,549.10
	Subtotal object - 05	15,150.00		15,150.00	609.97	373.48		4.026	14,540.03
100-5600-20-05	Special Events	1,000.00		1,000.00				0	1,000.00
	Subtotal object - 05	1,000.00		1,000.00				0	1,000.00
100-7145-20-05	Transfer to VERF	10,455.00		10,455.00	1,742.50	871.25		16.667	8,712.50
	Subtotal object - 07	10,455.00		10,455.00	1,742.50	871.25		16.667	8,712.50
Program number: 5	DISPATCH	1,048,249.00	25,540.98	1,073,789.98	234,886.69	101,491.83	24,579.72	21.875	814,323.57
Department number: 20	POLICE	5,496,662.00	134,544.93	5,631,206.93	711,401.73	357,820.83	189,832.10	12.633	4,729,973.10
100-5110-30-01	Salaries & Wages	2,618,606.00	559,003.34	3,177,609.34	425,822.37	228,705.83		13.401	2,751,786.97
100-5115-30-01	Salaries - Overtime	449,699.00	86,400.00	536,099.00	76,513.08	35,841.57		14.272	459,585.92
100-5116-30-01	Salaries - FLSA Overtime	80,452.00	11,946.00	92,398.00	7,184.76	3,804.42		7.776	85,213.24
100-5126-30-01	Salaries-Vacation Buy-Out	5,586.00		5,586.00	2,977.28	2,977.28		53.299	2,608.72
100-5127-30-01	Salaries-Certification Pay	55,260.00	9,000.00	64,260.00	6,720.21	3,399.35		10.458	57,539.79
100-5140-30-01	Salaries - Longevity Pay	12,315.00		12,315.00	12,185.00	12,185.00		98.944	130.00
100-5143-30-01	Cell Phone Allowance	6,600.00	3,060.00	9,660.00	1,355.00	805.00		14.027	8,305.00
100-5145-30-01	Social Security Expense	200,168.00	32,499.00	232,667.00	31,101.32	16,758.93		13.367	201,565.68
100-5150-30-01	Medicare Expense	46,813.00	7,600.00	54,413.00	7,340.14	3,985.87		13.49	47,072.86
100-5155-30-01	SUTA Expense	7,128.00	972.00	8,100.00	35.32	27.73		0.436	8,064.68
100-5160-30-01	Health Insurance	280,234.00	58,680.00	338,914.00	47,640.62	25,855.88		14.057	291,273.38
100-5165-30-01	Dental Insurance	12,361.00	2,520.00	14,881.00	2,188.04	1,175.01		14.704	12,692.96
100-5170-30-01	Life Insurance/AD&D	10,354.00	945.00	11,299.00	1,834.97	887.87		16.24	9,464.03

100-5171-30-01	Life Insurance-Supplemental				6,241.00			0	(6,241.00)
100-5175-30-01	Liability (TML)/Workers' Comp	38,100.00	18,288.00	56,388.00	6,985.26	3,817.87		12.388	49,402.74
100-5180-30-01	TMRS Expense	412,445.00	71,026.00	483,471.00	68,908.60	37,600.74		14.253	414,562.40
100-5185-30-01	Long/Short Term Disability	4,625.00	889.00	5,514.00	753.66	410.16		13.668	4,760.34
100-5186-30-01	WELLE-Wellness Prog Reimb Empl	6,000.00	3,600.00	9,600.00	911.18	465.38		9.491	8,688.82
100-5191-30-01	Hiring Cost	1,000.00		1,000.00				0	1,000.00
100-5194-30-01	FD Annual Phy & Screening	23,600.00	8,442.00	32,042.00				0	32,042.00
	Subtotal object - 05	4,271,346.00	874,870.34	5,146,216.34	706,697.81	378,803.84		13.732	4,439,518.53
100-5210-30-01	Office Supplies	7,500.00	300.00	7,800.00	827.59	827.59		10.61	6,972.41
100-5212-30-01	Building Supplies	12,000.00		12,000.00	1,334.11	1,334.11		11.118	10,665.89
100-5220-30-01	Office Equipment	5,000.00	6,870.00	11,870.00	1,039.70	1,039.70	6,547.00	8.759	4,283.30
100-5230-30-01	Dues,Fees,& Subscriptions	12,050.00	1,200.00	13,250.00	5,035.77	3,877.54		38.006	8,214.23
100-5240-30-01	Postage and Delivery	397.00		397.00	80.26	55.00		20.217	316.74
100-5250-30-01	Publications	700.00		700.00				0	700.00
100-5280-30-01	Printing and Reproduction	1,900.00		1,900.00	407.97	407.97		21.472	1,492.03
100-5290-30-01	Other Charges and Services	4,500.00		4,500.00				0	4,500.00
	Subtotal object - 05	44,047.00	8,370.00	52,417.00	8,725.40	7,541.91	6,547.00	16.646	37,144.60
100-5320-30-01	Repairs & Maintenance	20,000.00		20,000.00	905.87	34.32		4.529	19,094.13
100-5330-30-01	Copier Expense	3,613.00		3,613.00	491.00	491.00		13.59	3,122.00
100-5335-30-01	Radio/Video Equip. and Repairs	6,760.00		6,760.00				0	6,760.00
100-5340-30-01	Building Repairs	45,000.00		45,000.00	3,951.58	273.97		8.781	41,048.42
100-5350-30-01	Vehicle Expense	78,000.00		78,000.00	7,872.37	1,950.75		10.093	70,127.63
100-5352-30-01	Fuel	33,000.00		33,000.00	3,228.21	1,563.31		9.782	29,771.79
100-5353-30-01	Oil/Grease/Inspections	950.00		950.00	23.50			2.474	926.50
	Subtotal object - 05	187,323.00		187,323.00	16,472.53	4,313.35		8.794	170,850.47
100-5400-30-01	Uniform Expense	41,500.00	9,000.00	50,500.00	24,397.61	5,261.53	15,924.64	48.312	10,177.75
100-5419-30-01	IT Licenses	13,420.00		13,420.00				0	13,420.00
100-5430-30-01	Legal Fees	4,000.00		4,000.00				0	4,000.00
100-5440-30-01	EMS	121,000.00		121,000.00	54,925.86	1,133.23	11,578.45	45.393	54,495.69
100-5445-30-01	Emergency Management	15,000.00		15,000.00	6,946.70	2,921.16		46.311	8,053.30
100-5480-30-01	Contracted Services	20,750.00		20,750.00	7,652.73	705.95	7,250.00	36.881	5,847.27
	Subtotal object - 05	215,670.00	9,000.00	224,670.00	93,922.90	10,021.87	34,753.09	41.805	95,994.01
100-5520-30-01	Telephones	2,292.00		2,292.00	370.70	185.35		16.174	1,921.30
100-5523-30-01	Water/Sewer Charges	15,800.00		15,800.00	4,618.12	1,540.65		29.229	11,181.88
100-5524-30-01	Gas	4,500.00		4,500.00	502.38	387.03		11.164	3,997.62
100-5525-30-01	Electricity	41,500.00		41,500.00	6,091.49	2,347.53		14.678	35,408.51
100-5526-30-01	Data Network	9,820.00		9,820.00	1,514.06	756.88		15.418	8,305.94
100-5530-30-01	Travel	9,778.00	1,800.00	11,578.00				0	11,578.00
100-5533-30-01	Mileage Expense	1,500.00		1,500.00				0	1,500.00
100-5536-30-01	Training/Seminars	40,000.00	4,770.00	44,770.00	15,496.24	12,496.24	(123.50)	34.613	29,397.26
	Subtotal object - 05	125,190.00	6,570.00	131,760.00	28,592.99	17,713.68	(123.50)	21.701	103,290.51
100-5610-30-01	Fire Fighting Equipment	20,000.00		20,000.00	4,552.62	2,092.93		22.763	15,447.38
100-5620-30-01	Tools & Equipment	1,000.00		1,000.00				0	1,000.00
100-5630-30-01	Safety Equipment	50,000.00	23,100.00	73,100.00	17,493.89	8,641.31	20,490.60	23.931	35,115.51
	Subtotal object - 05	71,000.00	23,100.00	94,100.00	22,046.51	10,734.24	20,490.60	23.429	51,562.89
100-6140-30-01	Capital Expense-Equipment	31,500.00		31,500.00			27,895.00	0	3,605.00
100-6140-30-01-1931-EQ	Replacement Fire Engine Equipm	150,000.00		150,000.00				0	150,000.00
100-6160-30-01	Capital Expense-Vehicles	23,100.00		23,100.00			22,507.58	0	592.42
	Subtotal object - 06	204,600.00		204,600.00			50,402.58	0	154,197.42
100-7145-30-01	Transfer to VERF	833,359.00	108,969.00	942,328.00	157,054.66	78,527.33		16.667	785,273.34
	Subtotal object - 07	833,359.00	108,969.00	942,328.00	157,054.66	78,527.33		16.667	785,273.34
Program number: 1	OPERATIONS	5,952,535.00	1,030,879.34	6,983,414.34	1,033,512.80	507,656.22	112,069.77	14.8	5,837,831.77
100-5110-30-05	Salaries & Wages	252,792.00	12,521.36	265,313.36	41,006.04	19,983.10		15.456	224,307.32
100-5115-30-05	Salaries - Overtime	24,404.00		24,404.00	3,569.79	1,485.86		14.628	20,834.21
100-5126-30-05	Salaries-Vacation Buy-Out	1,230.00		1,230.00	1,266.80			102.992	(36.80)

100-5140-30-05	Salaries - Longevity Pay	1,160.00		1,160.00	1,105.00	1,105.00		95.259	55.00
100-5143-30-05	Cell Phone Allowance	3,060.00		3,060.00	510.00	255.00		16.667	2,550.00
100-5145-30-05	Social Security Expense	17,525.00		17,525.00	2,739.22	1,392.36		15.63	14,785.78
100-5150-30-05	Medicare Expense	4,099.00		4,099.00	640.62	325.63		15.629	3,458.38
100-5155-30-05	SUTA Expense	486.00		486.00				0	486.00
100-5160-30-05	Health Insurance	23,500.00		23,500.00	3,916.56	1,958.28		16.666	19,583.44
100-5165-30-05	Dental Insurance	1,324.00		1,324.00	220.56	110.28		16.659	1,103.44
100-5170-30-05	Life Insurance/AD&D	1,126.00		1,126.00	187.56	93.78		16.657	938.44
100-5175-30-05	Liability (TML)/Workers' Comp	3,822.00		3,822.00	535.65	265.30		14.015	3,286.35
100-5180-30-05	TMRS Expense	38,299.00		38,299.00	6,361.40	3,230.43		16.61	31,937.60
100-5185-30-05	Long/Short Term Disability	481.00		481.00	77.89	37.96		16.193	403.11
100-5194-30-05	FD Annual Phy & Screening	1,678.00		1,678.00				0	1,678.00
	Subtotal object - 05	374,986.00	12,521.36	387,507.36	62,137.09	31,509.78		16.035	325,370.27
100-5210-30-05	Office Supplies	350.00		350.00				0	350.00
100-5215-30-05	Ammunition	1,250.00		1,250.00	1,010.06	1,010.06		80.805	239.94
100-5220-30-05	Office Equipment	1,000.00		1,000.00	219.98	219.98		21.998	780.02
100-5230-30-05	Dues,Fees,& Subscriptions	750.00		750.00	395.00	225.00		52.667	355.00
100-5240-30-05	Postage and Delivery	100.00		100.00	7.75	7.75		7.75	92.25
100-5250-30-05	Publications	2,545.00		2,545.00				0	2,545.00
100-5280-30-05	Printing and Reproduction	500.00		500.00				0	500.00
100-5295-30-05	Public Education/Fire Prevent	7,500.00		7,500.00	1,947.62	303.29		25.968	5,552.38
	Subtotal object - 05	13,995.00		13,995.00	3,580.41	1,766.08		25.583	10,414.59
100-5335-30-05	Radio/Video Equip. and Repairs	500.00		500.00				0	500.00
100-5350-30-05	Vehicle Expense	3,000.00		3,000.00	57.46			1.915	2,942.54
100-5352-30-05	Fuel	3,000.00		3,000.00	229.49	229.49		7.65	2,770.51
100-5353-30-05	Oil/Grease/Inspections	500.00		500.00				0	500.00
	Subtotal object - 05	7,000.00		7,000.00	286.95	229.49		4.099	6,713.05
100-5400-30-05	Uniform Expense	3,300.00		3,300.00				0	3,300.00
100-5430-30-05	Legal Fees	2,500.00		2,500.00	228.00	228.00		9.12	2,272.00
100-5480-30-05	Contracted Services	2,650.00		2,650.00				0	2,650.00
	Subtotal object - 05	8,450.00		8,450.00	228.00	228.00		2.698	8,222.00
100-5526-30-05	Data Network	1,845.00		1,845.00	227.94	113.97		12.354	1,617.06
100-5530-30-05	Travel	3,674.00		3,674.00	809.80	809.80		22.041	2,864.20
100-5536-30-05	Training/Seminars	5,700.00		5,700.00	1,124.78	944.78		19.733	4,575.22
	Subtotal object - 05	11,219.00		11,219.00	2,162.52	1,868.55		19.276	9,056.48
100-5620-30-05	Tools & Equipment	500.00		500.00				0	500.00
100-5630-30-05	Safety Equipment	4,000.00		4,000.00	595.53	317.02	285.58	14.888	3,118.89
100-5640-30-05	Signs & Hardware	350.00		350.00				0	350.00
	Subtotal object - 05	4,850.00		4,850.00	595.53	317.02	285.58	12.279	3,968.89
100-7145-30-05	Transfer to VERF	11,076.00		11,076.00	1,846.00	923.00		16.667	9,230.00
	Subtotal object - 07	11,076.00		11,076.00	1,846.00	923.00		16.667	9,230.00
Program number: 5	MARSHAL	431,576.00	12,521.36	444,097.36	70,836.50	36,841.92	285.58	15.951	372,975.28
Department number: 30	FIRE	6,384,111.00	1,043,400.70	7,427,511.70	1,104,349.30	544,498.14	112,355.35	14.868	6,210,807.05
100-5110-40-01	Salaries & Wages	987,210.00	4,737.09	991,947.09	149,142.32	74,258.30		15.035	842,804.77
100-5115-40-01	Salaries - Overtime	8,500.00		8,500.00				0	8,500.00
100-5126-40-01	Salaries-Vacation Buy-Out	6,705.00		6,705.00	4,655.80	4,655.80		69.438	2,049.20
100-5140-40-01	Salaries - Longevity Pay	3,360.00		3,360.00	3,240.00	3,240.00		96.429	120.00
100-5143-40-01	Cell Phone Allowance	4,860.00		4,860.00	810.00	405.00		16.667	4,050.00
100-5145-40-01	Social Security Expense	62,598.00		62,598.00	9,051.89	4,749.91		14.46	53,546.11
100-5150-40-01	Medicare Expense	14,640.00		14,640.00	2,116.96	1,110.87		14.46	12,523.04
100-5155-40-01	SUTA Expense	2,592.00		2,592.00	5.39	2.31		0.208	2,586.61
100-5160-40-01	Health Insurance	120,721.00		120,721.00	18,107.36	9,053.68		14.999	102,613.64
100-5165-40-01	Dental Insurance	6,520.00		6,520.00	1,086.52	543.26		16.664	5,433.48
100-5170-40-01	Life Insurance/AD&D	1,801.00		1,801.00	300.16	150.08		16.666	1,500.84
100-5175-40-01	Liability (TML)/Workers' Comp	3,352.00		3,352.00	537.46	273.02		16.034	2,814.54

100-5180-40-01	TMRS Expense	136,806.00		136,806.00	21,324.06	11,154.58	15.587	115,481.94
100-5185-40-01	Long/Short Term Disability	1,876.00		1,876.00	283.31	141.06	15.102	1,592.69
100-5186-40-01	WELLE-Wellness Prog Reimb Empl	1,800.00		1,800.00	334.96	167.48	18.609	1,465.04
	Subtotal object - 05	1,363,341.00	4,737.09	1,368,078.09	210,996.19	109,906.26	15.423	1,157,081.90
100-5210-40-01	Office Supplies	5,000.00		5,000.00	137.70	137.70	2.754	4,862.30
100-5220-40-01	Office Equipment	3,000.00		3,000.00			0	3,000.00
100-5230-40-01	Dues,Fees,& Subscriptions	2,000.00		2,000.00	289.00	289.00	14.45	1,711.00
100-5240-40-01	Postage and Delivery	25.00		25.00			0	25.00
100-5250-40-01	Publications	3,000.00		3,000.00			0	3,000.00
100-5280-40-01	Printing and Reproduction	1,000.00		1,000.00			0	1,000.00
100-5290-40-01	Other Charges and Services	500.00		500.00			0	500.00
	Subtotal object - 05	14,525.00		14,525.00	426.70	426.70	2.938	14,098.30
100-5330-40-01	Copier Expense	2,500.00		2,500.00	234.48	234.48	9.379	2,265.52
100-5350-40-01	Vehicle Expense	10,555.00		10,555.00	177.40	123.40	1.681	10,377.60
100-5352-40-01	Fuel	6,500.00		6,500.00	723.92	723.92	11.137	5,776.08
	Subtotal object - 05	19,555.00		19,555.00	1,135.80	1,081.80	5.808	18,419.20
100-5400-40-01	Uniform Expense	3,000.00		3,000.00			0	3,000.00
100-5410-40-01	Professional Services	533,397.00		533,397.00			533,397.00	0
100-5418-40-01	IT Fees	54,410.00		54,410.00			0	54,410.00
100-5430-40-01	Legal Fees	2,000.00		2,000.00			0	2,000.00
100-5465-40-01	Public Relations	500.00		500.00			0	500.00
100-5475-40-01	Credit Card Fees	15,000.00		15,000.00	2,573.93	1,137.40	17.16	12,426.07
100-5480-40-01	Contracted Services	3,000.00		3,000.00			0	3,000.00
	Subtotal object - 05	611,307.00		611,307.00	2,573.93	1,137.40	533,397.00	0.421
100-5526-40-01	Data Network	4,320.00		4,320.00	683.82	341.91	15.829	3,636.18
100-5530-40-01	Travel	5,157.00		5,157.00			0	5,157.00
100-5533-40-01	Mileage Expense	1,283.00		1,283.00	121.78		9.492	1,161.22
100-5536-40-01	Training/Seminars	16,340.00		16,340.00	772.00	772.00	4.725	15,568.00
	Subtotal object - 05	27,100.00		27,100.00	1,577.60	1,113.91	5.821	25,522.40
100-5620-40-01	Tools & Equipment	1,450.00		1,450.00			0	1,450.00
100-5630-40-01	Safety Equipment	1,750.00		1,750.00	792.93	792.93	45.31	957.07
	Subtotal object - 05	3,200.00		3,200.00	792.93	792.93	24.779	2,407.07
100-7145-40-01	Transfer to VERF	31,026.00		31,026.00	5,171.00	2,585.50	16.667	25,855.00
	Subtotal object - 07	31,026.00		31,026.00	5,171.00	2,585.50	16.667	25,855.00
Program number: 1	INSPECTIONS	2,070,054.00	4,737.09	2,074,791.09	222,674.15	117,044.50	533,397.00	10.732
100-5110-40-02	Salaries & Wages	163,433.00	4,440.05	167,873.05	19,332.53	9,571.74	11.516	148,540.52
100-5115-40-02	Salaries - Overtime	760.00		760.00	118.64	118.64	15.611	641.36
100-5140-40-02	Salaries - Longevity Pay	650.00		650.00	645.00	645.00	99.231	5.00
100-5143-40-02	Cell Phone Allowance	765.00		765.00			0	765.00
100-5145-40-02	Social Security Expense	10,269.00		10,269.00	1,161.25	598.44	11.308	9,107.75
100-5150-40-02	Medicare Expense	2,402.00		2,402.00	271.59	139.96	11.307	2,130.41
100-5155-40-02	SUTA Expense	486.00		486.00			0	486.00
100-5160-40-02	Health Insurance	23,059.00		23,059.00	2,620.64	1,310.32	11.365	20,438.36
100-5165-40-02	Dental Insurance	1,161.00		1,161.00	140.92	70.46	12.138	1,020.08
100-5170-40-02	Life Insurance/AD&D	262.00		262.00	37.52	18.76	14.321	224.48
100-5175-40-02	Liability (TML)/Workers' Comp	691.00		691.00	84.65	43.45	12.25	606.35
100-5180-40-02	TMRS Expense	22,441.00		22,441.00	2,736.59	1,407.22	12.195	19,704.41
100-5185-40-02	Long/Short Term Disability	313.00		313.00	36.76	18.20	11.744	276.24
100-5186-40-02	WELLE-Wellness Prog Reimb Empl	1,050.00		1,050.00	100.00	50.00	9.524	950.00
	Subtotal object - 05	227,742.00	4,440.05	232,182.05	27,286.09	13,992.19	11.752	204,895.96
100-5210-40-02	Office Supplies	850.00		850.00	5.99	5.99	0.705	844.01
100-5220-40-02	Office Equipment	8,327.00		8,327.00			0	8,327.00
100-5230-40-02	Dues,Fees,& Subscriptions	1,240.00		1,240.00	20.00	20.00	1.613	1,220.00
100-5240-40-02	Postage and Delivery	850.00		850.00	64.70	10.50	7.612	785.30
100-5280-40-02	Printing and Reproduction	2,500.00		2,500.00			0	2,500.00

	Subtotal object - 05	13,767.00		13,767.00	90.69	36.49		0.659	13,676.31
100-5330-40-02	Copier Expense	50.00		50.00	1.34	1.34		2.68	48.66
100-5350-40-02	Vehicle Expense	1,573.00		1,573.00	57.39			3.648	1,515.61
100-5352-40-02	Fuel	2,079.00		2,079.00	78.95	78.95		3.797	2,000.05
100-5353-40-02	Oil/Grease/Inspections	225.00		225.00				0	225.00
	Subtotal object - 05	3,927.00		3,927.00	137.68	80.29		3.506	3,789.32
100-5400-40-02	Uniform Expense	550.00		550.00				0	550.00
100-5418-40-02	IT Fees	440.00		440.00	(135.96)	(135.96)		-30.9	575.96
100-5419-40-02	IT Licenses	6,140.00		6,140.00				0	6,140.00
100-5430-40-02	Legal Fees	2,250.00		2,250.00	190.00	190.00		8.444	2,060.00
100-5435-40-02	Legal Notices/Filings	250.00		250.00				0	250.00
100-5480-40-02	Contracted Services	115,980.00		115,980.00	21,810.75	19,635.75	57,481.25	18.806	36,688.00
	Subtotal object - 05	125,610.00		125,610.00	21,864.79	19,689.79	57,481.25	17.407	46,263.96
100-5520-40-02	Telephones	912.00		912.00	153.22	76.61		16.8	758.78
100-5526-40-02	Data Network	912.00		912.00	151.98	76.00		16.664	760.02
100-5530-40-02	Travel	4,075.00		4,075.00	610.55	410.55		14.983	3,464.45
100-5533-40-02	Mileage Expense	800.00		800.00				0	800.00
100-5536-40-02	Training/Seminars	3,651.00		3,651.00	130.00	130.00		3.561	3,521.00
	Subtotal object - 05	10,350.00		10,350.00	1,045.75	693.16		10.104	9,304.25
100-5620-40-02	Tools & Equipment	400.00		400.00	89.28			22.32	310.72
100-5630-40-02	Safety Equipment	550.00		550.00				0	550.00
100-5640-40-02	Signs & Hardware	400.00		400.00				0	400.00
	Subtotal object - 05	1,350.00		1,350.00	89.28			6.613	1,260.72
100-6160-40-02	Capital Expense-Vehicles	23,616.00		23,616.00			24,046.45	0	(430.45)
	Subtotal object - 06	23,616.00		23,616.00			24,046.45	0	(430.45)
100-7145-40-02	Transfer to VERF	6,077.00		6,077.00	1,012.84	506.42		16.667	5,064.16
	Subtotal object - 07	6,077.00		6,077.00	1,012.84	506.42		16.667	5,064.16
Program number: 2	CODE COMPLIANCE	412,439.00	4,440.05	416,879.05	51,527.12	34,998.34	81,527.70	12.36	283,824.23
100-5110-40-03	Salaries & Wages	383,010.00	17,225.64	400,235.64	60,449.64	30,569.94		15.104	339,786.00
100-5115-40-03	Salaries - Overtime	2,000.00		2,000.00	268.17			13.409	1,731.83
100-5126-40-03	Salaries-Vacation Buy-Out	5,487.00		5,487.00	3,622.32	3,622.32		66.016	1,864.68
100-5140-40-03	Salaries - Longevity Pay	1,680.00		1,680.00	1,670.00	1,670.00		99.405	10.00
100-5143-40-03	Cell Phone Allowance	2,760.00		2,760.00	460.00	230.00		16.667	2,300.00
100-5145-40-03	Social Security Expense	24,487.00		24,487.00	3,805.69	2,079.99		15.542	20,681.31
100-5150-40-03	Medicare Expense	5,727.00		5,727.00	890.03	486.44		15.541	4,836.97
100-5155-40-03	SUTA Expense	810.00		810.00				0	810.00
100-5160-40-03	Health Insurance	57,882.00		57,882.00	8,668.56	4,334.28		14.976	49,213.44
100-5165-40-03	Dental Insurance	2,299.00		2,299.00	383.16	191.58		16.666	1,915.84
100-5170-40-03	Life Insurance/AD&D	544.00		544.00	102.84	51.42		18.904	441.16
100-5175-40-03	Liability (TML)/Workers' Comp	1,044.00		1,044.00	165.42	85.41		15.845	878.58
100-5180-40-03	TMRS Expense	53,514.00		53,514.00	8,982.09	4,878.19		16.785	44,531.91
100-5185-40-03	Long/Short Term Disability	728.00		728.00	114.84	58.08		15.775	613.16
100-5186-40-03	WELLE-Wellness Prog Reimb Empl	1,800.00		1,800.00	278.32	139.16		15.462	1,521.68
	Subtotal object - 05	543,772.00	17,225.64	560,997.64	89,861.08	48,396.81		16.018	471,136.56
100-5210-40-03	Office Supplies	4,643.00		4,643.00	374.22	374.22		8.06	4,268.78
100-5220-40-03	Office Equipment	1,631.00		1,631.00				0	1,631.00
100-5230-40-03	Dues,Fees,& Subscriptions	3,200.00		3,200.00	276.00			8.625	2,924.00
100-5240-40-03	Postage and Delivery	550.00		550.00	37.00	6.00		6.727	513.00
100-5250-40-03	Publications	150.00		150.00				0	150.00
100-5280-40-03	Printing and Reproduction	2,000.00		2,000.00	36.04			1.802	1,963.96
100-5290-40-03	Other Charges and Services	300.00		300.00				0	300.00
	Subtotal object - 05	12,474.00		12,474.00	723.26	380.22		5.798	11,750.74
100-5330-40-03	Copier Expense	3,000.00		3,000.00	286.82	286.82		9.561	2,713.18
	Subtotal object - 05	3,000.00		3,000.00	286.82	286.82		9.561	2,713.18
100-5400-40-03	Uniform Expense	750.00		750.00				0	750.00

100-5410-40-03	Professional Services	115,830.00		115,830.00	27,500.00	20,000.00	70,000.00	23.742	18,330.00
100-5418-40-03	IT Fees	2,000.00		2,000.00	1,334.59		0.07	66.73	665.34
100-5419-40-03	IT Licenses	15,300.00		15,300.00	15,164.19			99.112	135.81
100-5430-40-03	Legal Fees	15,000.00		15,000.00	1,558.00	1,558.00		10.387	13,442.00
100-5435-40-03	Legal Notices/Filings	2,000.00		2,000.00	1,049.50	906.00		52.475	950.50
100-5480-40-03	Contracted Services	1,500.00		1,500.00				0	1,500.00
	Subtotal object - 05	152,380.00		152,380.00	46,606.28	22,464.00	70,000.07	30.586	35,773.65
100-5526-40-03	Data Network	3,360.00		3,360.00	607.84	303.92		18.09	2,752.16
100-5530-40-03	Travel	7,352.00		7,352.00	215.65	135.65		2.933	7,136.35
100-5533-40-03	Mileage Expense	1,650.00		1,650.00	296.96	296.96		17.998	1,353.04
100-5536-40-03	Training/Seminars	4,350.00		4,350.00				0	4,350.00
	Subtotal object - 05	16,712.00		16,712.00	1,120.45	736.53		6.704	15,591.55
100-7145-40-03	Transfer to VERF	1,005.00		1,005.00	167.50	83.75		16.667	837.50
	Subtotal object - 07	1,005.00		1,005.00	167.50	83.75		16.667	837.50
Program number: 3	PLANNING	729,343.00	17,225.64	746,568.64	138,765.39	72,348.13	70,000.07	18.587	537,803.18
Department number: 40	DEVELOPMENT SERVICES	3,211,836.00	26,402.78	3,238,238.78	412,966.66	224,390.97	684,924.77	12.753	2,140,347.35
100-5110-50-01	Salaries & Wages	361,096.00	9,458.10	370,554.10	44,220.98	22,544.11		11.934	326,333.12
100-5115-50-01	Salaries - Overtime	14,763.00		14,763.00	1,772.82	1,013.29		12.009	12,990.18
100-5140-50-01	Salaries - Longevity Pay	2,040.00		2,040.00	1,995.00	1,995.00		97.794	45.00
100-5145-50-01	Social Security Expense	23,430.00		23,430.00	2,782.14	1,485.87		11.874	20,647.86
100-5150-50-01	Medicare Expense	5,480.00		5,480.00	650.67	347.51		11.874	4,829.33
100-5155-50-01	SUTA Expense	1,296.00		1,296.00	0.57			0.044	1,295.43
100-5160-50-01	Health Insurance	67,327.00		67,327.00	6,504.59	3,390.55		9.661	60,822.41
100-5165-50-01	Dental Insurance	2,827.00		2,827.00	395.16	197.66		13.978	2,431.84
100-5170-50-01	Life Insurance/AD&D	748.00		748.00	103.18	51.59		13.794	644.82
100-5175-50-01	Liability (TML)/Workers' Comp	14,841.00		14,841.00	1,750.75	912.96		11.797	13,090.25
100-5180-50-01	TMRS Expense	51,206.00		51,206.00	6,529.58	3,475.91		12.752	44,676.42
100-5185-50-01	Long/Short Term Disability	686.00		686.00	79.74	40.44		11.624	606.26
100-5186-50-01	WELLE-Wellness Prog Reimb Empl	2,700.00		2,700.00	200.00	100.00		7.407	2,500.00
	Subtotal object - 05	548,440.00	9,458.10	557,898.10	66,985.18	35,554.89		12.007	490,912.92
100-5210-50-01	Office Supplies	1,300.00		1,300.00				0	1,300.00
100-5220-50-01	Office Equipment	2,310.00		2,310.00				0	2,310.00
100-5230-50-01	Dues,Fees,& Subscriptions	500.00		500.00	1,665.00	1,665.00		333	(1,165.00)
	Subtotal object - 05	4,110.00		4,110.00	1,665.00	1,665.00		40.511	2,445.00
100-5310-50-01	Rental Expense	36,000.00		36,000.00	903.96			2.511	35,096.04
100-5320-50-01	Repairs & Maintenance	2,000.00		2,000.00				0	2,000.00
100-5321-50-01	Signal Light Repairs	22,000.00		22,000.00	1,834.91	262.00		8.341	20,165.09
100-5340-50-01	Building Repairs	1,000.00		1,000.00				0	1,000.00
100-5350-50-01	Vehicle Expense	10,440.00		10,440.00	192.59			1.845	10,247.41
100-5351-50-01	Equipment Expense/Repair	4,000.00		4,000.00				0	4,000.00
100-5352-50-01	Fuel	7,500.00		7,500.00	1,207.45	1,207.45		16.099	6,292.55
100-5353-50-01	Oil/Grease/Inspections	1,680.00		1,680.00				0	1,680.00
	Subtotal object - 05	84,620.00		84,620.00	4,138.91	1,469.45		4.891	80,481.09
100-5400-50-01	Uniform Expense	5,900.00		5,900.00				0	5,900.00
100-5419-50-01	IT LICENSES	1,000.00		1,000.00				0	1,000.00
100-5430-50-01	Legal Fees	952.00		952.00	76.00	76.00		7.983	876.00
100-5480-50-01	Contracted Services	232,850.00	240,381.40	473,231.40	79,963.50		288,413.00	16.897	104,854.90
100-5480-50-01-1941-TR	Contr Svcs-PT/Coit Pole Repair						23,150.00	0	(23,150.00)
100-5485-50-01	Contract Svcs - Annual Street	1,250,000.00	(1,250,000.00)					0	
	Subtotal object - 05	1,490,702.00	(1,009,618.60)	481,083.40	80,039.50	76.00	311,563.00	16.637	89,480.90
100-5520-50-01	Telephones	3,000.00		3,000.00	315.36	157.68		10.512	2,684.64
100-5523-50-01	Water/Sewer Charges	300.00		300.00	55.66	26.04		18.553	244.34
100-5525-50-01	Electricity	3,000.00		3,000.00				0	3,000.00
100-5526-50-01	Data Network	300.00		300.00	24.83			8.277	275.17
100-5527-50-01	Electricity - Street Lights	224,000.00		224,000.00	28,200.70			12.59	195,799.30

100-5530-50-01	Travel	500.00		500.00				0	500.00
100-5536-50-01	Training/Seminars	3,800.00		3,800.00	295.00			7.763	3,505.00
	Subtotal object - 05	234,900.00		234,900.00	28,891.55	19,997.62		12.3	206,008.45
100-5620-50-01	Tools & Equipment	9,000.00		9,000.00	62.96	62.96		0.7	8,937.04
100-5630-50-01	Safety Equipment	5,000.00		5,000.00				0	5,000.00
100-5640-50-01	Signs & Hardware	55,000.00		55,000.00	7,770.34	3,132.05		14.128	47,229.66
100-5650-50-01	Maintenance Materials	100,000.00		100,000.00	5,449.75	1,128.00	40,000.00	5.45	54,550.25
	Subtotal object - 05	169,000.00		169,000.00	13,283.05	4,323.01	40,000.00	7.86	115,716.95
100-6160-50-01	Capital Expense-Vehicles	29,100.00		29,100.00				0	(2,207.95)
	Subtotal object - 06	29,100.00		29,100.00			31,307.95	0	(2,207.95)
100-7144-50-01	Transfer to Bond Fund		1,250,000.00	1,250,000.00	1,250,000.00			100	
100-7145-50-01	Transfer to VERF	68,244.00		68,244.00	11,374.00	5,687.00		16.667	56,870.00
	Subtotal object - 07	68,244.00	1,250,000.00	1,318,244.00	1,261,374.00	5,687.00		95.686	56,870.00
Program number: 1	STREETS	2,629,116.00	249,839.50	2,878,955.50	1,456,377.19	68,772.97	382,870.95	50.587	1,039,707.36
100-5212-50-05	BUILDING SUPPLIES	3,000.00		3,000.00	312.66	312.66		10.422	2,687.34
	Subtotal object - 05	3,000.00		3,000.00	312.66	312.66		10.422	2,687.34
100-5340-50-05	BUILDING REPAIRS	13,000.00		13,000.00	1,410.56			10.85	11,589.44
	Subtotal object - 05	13,000.00		13,000.00	1,410.56			10.85	11,589.44
100-5480-50-05	CONTRACTED SERVICES	190,780.00		190,780.00				0	190,780.00
	Subtotal object - 05	190,780.00		190,780.00				0	190,780.00
100-5523-50-05	WATER/SEWER CHARGES	8,000.00		8,000.00	2,499.17	681.38		31.24	5,500.83
100-5525-50-05	ELECTRICITY	120,000.00		120,000.00	6,136.73	6,136.73		5.114	113,863.27
	Subtotal object - 05	128,000.00		128,000.00	8,635.90	6,818.11		6.747	119,364.10
Program number: 5	FACILITIES MANAGEMENT	334,780.00		334,780.00	10,359.12	7,130.77		3.094	324,420.88
Department number: 50	PUBLIC WORKS	2,963,896.00	249,839.50	3,213,735.50	1,466,736.31	75,903.74	382,870.95	45.64	1,364,128.24
100-5110-60-01	Salaries & Wages	326,600.00	11,619.80	338,219.80	50,213.06	25,308.20		14.846	288,006.74
100-5115-60-01	Salaries - Overtime	500.00		500.00	452.65	375.35		90.53	47.35
100-5126-60-01	Salaries-Vacation Buy-Out	3,598.00		3,598.00	3,700.12	3,700.12		102.838	(102.12)
100-5140-60-01	Salaries - Longevity Pay	850.00		850.00	810.00	810.00		95.294	40.00
100-5143-60-01	Cell Phone Allowance	2,940.00		2,940.00	540.00	270.00		18.367	2,400.00
100-5145-60-01	Social Security Expense	20,739.00		20,739.00	3,276.82	1,799.97		15.8	17,462.18
100-5150-60-01	Medicare Expense	4,851.00		4,851.00	766.35	420.95		15.798	4,084.65
100-5155-60-01	SUTA Expense	648.00		648.00				0	648.00
100-5160-60-01	Health Insurance	37,372.00		37,372.00	5,625.24	2,812.62		15.052	31,746.76
100-5165-60-01	Dental Insurance	1,758.00		1,758.00	292.24	146.12		16.623	1,465.76
100-5170-60-01	Life Insurance/AD&D	451.00		451.00	59.28	29.64		13.144	391.72
100-5175-60-01	Liability (TML)/Workers' Comp	635.00		635.00	425.48	217.36		67.005	209.52
100-5180-60-01	TMRS Expense	45,324.00		45,324.00	7,500.48	4,103.32		16.549	37,823.52
100-5185-60-01	Long/Short Term Disability	621.00		621.00	95.40	48.08		15.362	525.60
100-5186-60-01	WELLE-Wellness Prog Reimb Empl	2,400.00		2,400.00	178.32	89.16		7.43	2,221.68
	Subtotal object - 05	449,287.00	11,619.80	460,906.80	73,935.44	40,130.89		16.041	386,971.36
100-5210-60-01	Office Supplies	2,000.00		2,000.00	221.47	98.10		11.074	1,778.53
100-5212-60-01	Building Supplies	1,000.00		1,000.00	29.90	29.90		2.99	970.10
100-5220-60-01	Office Equipment	3,210.00		3,210.00				0	3,210.00
100-5230-60-01	Dues,Fees,& Subscriptions	2,160.00		2,160.00	(3.55)	(3.55)		-0.164	2,163.55
100-5240-60-01	Postage and Delivery	50.00		50.00	39.10	39.10		78.2	10.90
100-5280-60-01	Printing and Reproduction	200.00		200.00	333.49	333.49		166.745	(133.49)
	Subtotal object - 05	8,620.00		8,620.00	620.41	497.04		7.197	7,999.59
100-5320-60-01	Repairs & Maintenance	20,000.00		20,000.00	542.00	542.00		2.71	19,458.00
100-5330-60-01	Copier Expense	2,800.00		2,800.00	124.88	124.88		4.46	2,675.12
100-5340-60-01	Building Repairs	5,000.00		5,000.00				0	5,000.00
100-5352-60-01	Fuel	525.00		525.00				0	525.00
100-5353-60-01	Oil/Grease/Inspections	220.00		220.00				0	220.00
	Subtotal object - 05	28,545.00		28,545.00	666.88	666.88		2.336	27,878.12
100-5400-60-01	Uniform Expense	750.00		750.00				0	750.00

100-5410-60-01	Professional Services		8,760.00	8,760.00			8,760.00	0	
100-5410-60-01-1921-PK	Prof Svcs. Town Hall Open Spac		9,177.80	9,177.80			9,177.80	0	
100-5419-60-01	IT Licenses	850.00		850.00				0	850.00
100-5430-60-01	Legal Fees	7,500.00		7,500.00	2,109.00	2,109.00		28.12	5,391.00
100-5435-60-01	Legal Notices/Filings	500.00		500.00	86.00			17.2	414.00
100-5480-60-01	Contracted Services	108,500.00		108,500.00	14,250.00	13,450.00		13.134	94,250.00
	Subtotal object - 05	118,100.00	17,937.80	136,037.80	16,445.00	15,559.00	17,937.80	12.089	101,655.00
100-5520-60-01	Telephones				72.66	36.33		0	(72.66)
100-5523-60-01	Water/Sewer Charges	1,560.00		1,560.00	122.23	63.85		7.835	1,437.77
100-5524-60-01	GAS	2,000.00		2,000.00	129.17	79.11		6.459	1,870.83
100-5525-60-01	Electricity	5,300.00		5,300.00	239.08	239.08		4.511	5,060.92
100-5526-60-01	Data Network	2,500.00		2,500.00	138.41	138.41		5.536	2,361.59
100-5530-60-01	Travel	5,915.00		5,915.00				0	5,915.00
100-5533-60-01	Mileage Expense	2,000.00		2,000.00	365.06	237.11		18.253	1,634.94
100-5536-60-01	Training/Seminars	5,230.00		5,230.00	200.00	200.00		3.824	5,030.00
	Subtotal object - 05	24,505.00		24,505.00	1,266.61	993.89		5.169	23,238.39
100-5601-60-01	Event - Prosper Christmas	66,000.00		66,000.00	34,813.55	22,665.95	3,250.00	52.748	27,936.45
	Subtotal object - 05	66,000.00		66,000.00	34,813.55	22,665.95	3,250.00	52.748	27,936.45
100-5995-60-01	Recreation Activities	50,000.00		50,000.00				0	50,000.00
	Subtotal object - 05	50,000.00		50,000.00				0	50,000.00
100-6110-60-01	Capital Expenditure	162,927.00	(147,927.00)	15,000.00				0	15,000.00
100-6160-60-01	Capital Expense-Vehicles	23,800.00		23,800.00			23,656.45	0	143.55
	Subtotal object - 06	186,727.00	(147,927.00)	38,800.00			23,656.45	0	15,143.55
100-7144-60-01	Transfer to Bond Fund		147,927.00	147,927.00	147,927.00	147,927.00		100	
100-7145-60-01	Transfer to VERF	657.00		657.00	109.50	54.75		16.667	547.50
	Subtotal object - 07	657.00	147,927.00	148,584.00	148,036.50	147,981.75		99.632	547.50
Program number: 1	PARKS ADMINISTRATION	932,441.00	29,557.60	961,998.60	275,784.39	228,495.40	44,844.25	28.668	641,369.96
100-5110-60-02	Salaries & Wages	921,751.00	29,753.99	951,504.99	139,508.04	70,024.22		14.662	811,996.95
100-5115-60-02	Salaries - Overtime	16,117.00		16,117.00	2,262.48	1,475.31		14.038	13,854.52
100-5126-60-02	Salaries-Vacation Buy-Out	12,472.00		12,472.00	4,354.72	4,354.72		34.916	8,117.28
100-5140-60-02	Salaries - Longevity Pay	5,545.00		5,545.00	5,395.00	5,395.00		97.295	150.00
100-5143-60-02	Cell Phone Allowance	9,540.00		9,540.00	1,680.00	840.00		17.61	7,860.00
100-5145-60-02	Social Security Expense	59,857.00		59,857.00	8,780.38	4,730.52		14.669	51,076.62
100-5150-60-02	Medicare Expense	14,000.00		14,000.00	2,053.48	1,106.33		14.668	11,946.52
100-5155-60-02	SUTA Expense	3,402.00		3,402.00	5.01	2.54		0.147	3,396.99
100-5160-60-02	Health Insurance	222,911.00		222,911.00	29,652.34	14,732.42		13.302	193,258.66
100-5165-60-02	Dental Insurance	8,156.00		8,156.00	1,297.00	648.50		15.902	6,859.00
100-5170-60-02	Life Insurance/AD&D	2,288.00		2,288.00	375.20	187.60		16.399	1,912.80
100-5175-60-02	Liability (TML)/Workers' Comp	17,210.00		17,210.00	2,907.98	1,519.63		16.897	14,302.02
100-5180-60-02	TMRS Expense	130,816.00		130,816.00	20,630.60	11,059.06		15.771	110,185.40
100-5185-60-02	Long/Short Term Disability	1,753.00		1,753.00	262.62	131.92		14.981	1,490.38
100-5186-60-02	WELLE-Wellness Prog Reimb Empl	7,050.00		7,050.00	734.96	367.48		10.425	6,315.04
	Subtotal object - 05	1,432,868.00	29,753.99	1,462,621.99	219,899.81	116,575.25		15.035	1,242,722.18
100-5210-60-02	Office Supplies	550.00		550.00				0	550.00
100-5212-60-02	Building Supplies	20,200.00		20,200.00	2,720.23	2,704.24		13.466	17,479.77
100-5213-60-02	Custodial Supplies	5,500.00		5,500.00	460.98	25.98		8.381	5,039.02
100-5220-60-02	Office Equipment	3,461.00		3,461.00				0	3,461.00
100-5230-60-02	Dues,Fees,& Subscriptions	3,306.00		3,306.00	450.29	335.00		13.62	2,855.71
	Subtotal object - 05	33,017.00		33,017.00	3,631.50	3,065.22		10.999	29,385.50
100-5310-60-02	Rental Expense	38,000.00		38,000.00	5,610.00	2,805.00	22,935.00	14.763	9,455.00
100-5320-60-02	Repairs & Maintenance	48,410.00		48,410.00	7,341.12	1,038.18		15.164	41,068.88
100-5322-60-02	Irrigation Repairs	10,200.00		10,200.00	1,121.07	543.42		10.991	9,078.93
100-5323-60-02	Field Maintenance	51,150.00		51,150.00	2,768.42	1,638.44	12,240.00	5.412	36,141.58
100-5324-60-02	Landscape Maintenance	15,000.00		15,000.00	9,191.15	258.75		61.274	5,808.85
100-5330-60-02	Copier Expense	237.00		237.00	6.63	6.63		2.797	230.37

100-5350-60-02	Vehicle Expense	8,000.00		8,000.00	304.40	20.50		3.805	7,695.60
100-5351-60-02	Equipment Expense/Repair	4,000.00		4,000.00	905.15	518.92		22.629	3,094.85
100-5352-60-02	Fuel	15,920.00		15,920.00	1,680.07	1,680.07		10.553	14,239.93
100-5353-60-02	Oil/Grease/Inspections	1,800.00		1,800.00				0	1,800.00
100-5355-60-02	Chemicals/Fertilizer	131,335.00		131,335.00	845.39	108.26	15,000.00	0.644	115,489.61
	Subtotal object - 05	324,052.00		324,052.00	29,773.40	8,618.17	50,175.00	9.188	244,103.60
100-5400-60-02	Uniform Expense	13,435.00		13,435.00	1,669.79	1,283.40		12.429	11,765.21
100-5480-60-02	Contracted Services	338,132.00		338,132.00	35,870.58	4,061.58	150,722.42	10.608	151,539.00
	Subtotal object - 05	351,567.00		351,567.00	37,540.37	5,344.98	150,722.42	10.678	163,304.21
100-5520-60-02	Telephones	3,165.00		3,165.00	580.10	290.05		18.329	2,584.90
100-5523-60-02	Water/Sewer Charges	179,788.00		179,788.00	44,932.84	9,420.68		24.992	134,855.16
100-5525-60-02	Electricity	158,857.00		158,857.00	18,626.14	16,871.13		11.725	140,230.86
100-5526-60-02	Data Network	550.00		550.00	75.98	37.99		13.815	474.02
100-5530-60-02	Travel	5,805.00		5,805.00	244.92	226.88		4.219	5,560.08
100-5533-60-02	Mileage Expense	450.00		450.00				0	450.00
100-5536-60-02	Training/Seminars	4,320.00		4,320.00	1,250.00	300.00		28.935	3,070.00
	Subtotal object - 05	352,935.00		352,935.00	65,709.98	27,146.73		18.618	287,225.02
100-5600-60-02	Special Events				2,089.29	1,440.91		0	(2,089.29)
100-5620-60-02	Tools & Equipment	4,350.00		4,350.00	92.96	92.96		2.137	4,257.04
100-5630-60-02	Safety Equipment	4,345.00		4,345.00	697.80	521.97		16.06	3,647.20
100-5640-60-02	Signs & Hardware	5,400.00		5,400.00				0	5,400.00
	Subtotal object - 05	14,095.00		14,095.00	2,880.05	2,055.84		20.433	11,214.95
100-6120-60-02	Capital Expense-Park Impr	80,000.00		80,000.00				0	80,000.00
100-6140-60-02	Capital Expense-Equipment	39,000.00		39,000.00				0	39,000.00
100-6160-60-02	Capital Expense-Vehicles	23,689.00		23,689.00			23,656.45	0	32.55
	Subtotal object - 06	142,689.00		142,689.00			23,656.45	0	119,032.55
100-7145-60-02	Transfer to VEF	230,113.00		230,113.00	38,352.16	19,176.08		16.667	191,760.84
	Subtotal object - 07	230,113.00		230,113.00	38,352.16	19,176.08		16.667	191,760.84
Program number: 2	PARKS OPERATIONS	2,881,336.00	29,753.99	2,911,089.99	397,787.27	181,982.27	224,553.87	13.665	2,288,748.85
100-5110-60-03	Salaries & Wages	94,787.00	4,287.04	99,074.04	14,049.47	7,089.76		14.181	85,024.57
100-5140-60-03	Salaries - Longevity Pay	70.00		70.00	65.00	65.00		92.857	5.00
100-5145-60-03	Social Security Expense	5,882.00		5,882.00	867.52	439.81		14.749	5,014.48
100-5150-60-03	Medicare Expense	1,376.00		1,376.00	202.89	102.86		14.745	1,173.11
100-5155-60-03	SUTA Expense	324.00		324.00				0	324.00
100-5160-60-03	Health Insurance	23,418.00		23,418.00	1,037.84	518.92		4.432	22,380.16
100-5165-60-03	Dental Insurance	875.00		875.00	136.08	68.04		15.552	738.92
100-5170-60-03	Life Insurance/AD&D	226.00		226.00	37.52	18.76		16.602	188.48
100-5175-60-03	Liability (TML)/Workers' Comp	942.00		942.00	247.02	125.22		26.223	694.98
100-5180-60-03	TMRS Expense	12,854.00		12,854.00	1,912.51	969.47		14.879	10,941.49
100-5185-60-03	Long/Short Term Disability	181.00		181.00	26.71	13.48		14.757	154.29
100-5186-60-03	WELLE-Wellness Prog Reimb Empl	600.00		600.00				0	600.00
	Subtotal object - 05	141,535.00	4,287.04	145,822.04	18,582.56	9,411.32		12.743	127,239.48
100-5210-60-03	Office Supplies	225.00		225.00				0	225.00
100-5220-60-03	Office Equipment	3,700.00		3,700.00				0	3,700.00
100-5230-60-03	Dues,Fees,& Subscriptions				40.00	40.00		0	(40.00)
100-5240-60-03	Postage and Delivery	3,700.00		3,700.00				0	3,700.00
100-5260-60-03	Advertising	1,900.00		1,900.00				0	1,900.00
100-5280-60-03	Printing and Reproduction	4,000.00		4,000.00				0	4,000.00
	Subtotal object - 05	13,525.00		13,525.00	40.00	40.00		0.296	13,485.00
100-5475-60-03	Credit Card Fees	4,000.00		4,000.00	686.66	340.25		17.167	3,313.34
	Subtotal object - 05	4,000.00		4,000.00	686.66	340.25		17.167	3,313.34
100-5520-60-03	Telephones	650.00		650.00				0	650.00
	Subtotal object - 05	650.00		650.00				0	650.00
100-5600-60-03	Special Events	33,130.00		33,130.00	1,404.88	1,404.88	14,500.00	4.241	17,225.12
	Subtotal object - 05	33,130.00		33,130.00	1,404.88	1,404.88	14,500.00	4.241	17,225.12

100-5995-60-03	Recreation Activities	84,400.00		84,400.00	7,180.50	5,265.70		8.508	77,219.50
	Subtotal object - 05	84,400.00		84,400.00	7,180.50	5,265.70		8.508	77,219.50
Program number: 3	RECREATION	277,240.00	4,287.04	281,527.04	27,894.60	16,462.15	14,500.00	9.908	239,132.44
100-5110-60-05	Salaries & Wages	344,753.00	26,461.51	371,214.51	46,456.96	24,089.00		12.515	324,757.55
100-5126-60-05	Salaries-Vacation Buy-Out	4,412.00		4,412.00	2,206.20	2,206.20		50.005	2,205.80
100-5140-60-05	Salaries - Longevity Pay	455.00		455.00	405.00	405.00		89.011	50.00
100-5145-60-05	Social Security Expense	21,677.00		21,677.00	2,930.76	1,599.69		13.52	18,746.24
100-5150-60-05	Medicare Expense	5,070.00		5,070.00	685.42	374.12		13.519	4,384.58
100-5155-60-05	SUTA Expense	2,430.00		2,430.00	8.43	4.61		0.347	2,421.57
100-5160-60-05	Health Insurance	40,284.00		40,284.00	3,598.84	1,799.42		8.934	36,685.16
100-5165-60-05	Dental Insurance	1,723.00		1,723.00	209.28	104.64		12.146	1,513.72
100-5170-60-05	Life Insurance/AD&D	446.00		446.00	40.52	20.26		9.085	405.48
100-5175-60-05	Liability (TML)/Workers' Comp	723.00		723.00	99.94	52.30		13.823	623.06
100-5180-60-05	TMRS Expense	28,521.00		28,521.00	4,392.89	2,388.59		15.402	24,128.11
100-5185-60-05	Long/Short Term Disability	391.00		391.00	56.61	28.52		14.478	334.39
100-5186-60-05	WELLE-Wellness Prog Reimb Empl	600.00		600.00				0	600.00
	Subtotal object - 05	451,485.00	26,461.51	477,946.51	61,090.85	33,072.35		12.782	416,855.66
100-5210-60-05	Office Supplies	4,500.00		4,500.00	1,222.56	1,099.25		27.168	3,277.44
100-5220-60-05	Office Equipment				358.92	358.92		0	(358.92)
100-5230-60-05	Dues,Fees,& Subscriptions	6,488.00		6,488.00	220.81	220.81		3.403	6,267.19
100-5240-60-05	Postage and Delivery	500.00		500.00	180.60	157.45		36.12	319.40
100-5280-60-05	Printing and Reproduction	1,400.00		1,400.00	69.26	19.99		4.947	1,330.74
100-5281-60-05	Book Purchases	41,000.00		41,000.00	7,137.66	3,058.56	23,545.10	17.409	10,317.24
100-5282-60-05	DVD Purchases	2,000.00		2,000.00	749.02	375.01		37.451	1,250.98
100-5283-60-05	Audiobook Purchases	1,500.00		1,500.00	487.33	470.99		32.489	1,012.67
100-5284-60-05	Other Collect. Item Purchases	2,000.00		2,000.00	323.87	84.93		16.194	1,676.13
100-5290-60-05	Other Charges and Services	2,000.00		2,000.00	462.02	174.52		23.101	1,537.98
	Subtotal object - 05	61,388.00		61,388.00	11,212.05	6,020.43	23,545.10	18.264	26,630.85
100-5330-60-05	Copier Expense	1,854.00		1,854.00	151.89	151.89		8.193	1,702.11
	Subtotal object - 05	1,854.00		1,854.00	151.89	151.89		8.193	1,702.11
100-5400-60-05	Uniform Expense	1,300.00		1,300.00	812.30	718.70		62.485	487.70
100-5430-60-05	Legal Fees	250.00		250.00				0	250.00
100-5480-60-05	Contracted Services	8,100.00		8,100.00	3,000.00			37.037	5,100.00
	Subtotal object - 05	9,650.00		9,650.00	3,812.30	718.70		39.506	5,837.70
100-5520-60-05	Telephones	450.00		450.00	69.98	34.99		15.551	380.02
100-5530-60-05	Travel	3,500.00		3,500.00	340.96	340.96		9.742	3,159.04
100-5533-60-05	Mileage Expense	750.00		750.00	181.04	181.04		24.139	568.96
100-5536-60-05	Training/Seminars	1,250.00		1,250.00	305.00	305.00		24.4	945.00
	Subtotal object - 05	5,950.00		5,950.00	896.98	861.99		15.075	5,053.02
100-5600-60-05	Special Events	3,000.00		3,000.00	1,011.35	721.42		33.712	1,988.65
	Subtotal object - 05	3,000.00		3,000.00	1,011.35	721.42		33.712	1,988.65
100-7145-60-05	Transfer to VERF	6,794.00		6,794.00	1,132.34	566.17		16.667	5,661.66
	Subtotal object - 07	6,794.00		6,794.00	1,132.34	566.17		16.667	5,661.66
Program number: 5	LIBRARY	540,121.00	26,461.51	566,582.51	79,307.76	42,112.95	23,545.10	13.998	463,729.65
Department number: 60	COMMUNITY SERVICES	4,631,138.00	90,060.14	4,721,198.14	780,774.02	469,052.77	307,443.22	16.538	3,632,980.90
100-5110-98-01	Salaries & Wages	1,049,961.00	15,831.62	1,065,792.62	128,362.77	64,424.77		12.044	937,429.85
100-5115-98-01	Salaries - Overtime	700.00		700.00				0	700.00
100-5126-98-01	Salaries-Vacation Buy-Out	14,190.00		14,190.00	6,431.84	6,431.84		45.327	7,758.16
100-5140-98-01	Salaries - Longevity Pay	2,285.00		2,285.00	1,910.00	1,910.00		83.589	375.00
100-5143-98-01	Cell Phone Allowance	935.00		935.00	120.00	60.00		12.834	815.00
100-5145-98-01	Social Security Expense	66,221.00		66,221.00	7,057.53	3,351.96		10.658	59,163.47
100-5150-98-01	Medicare Expense	15,487.00		15,487.00	1,861.88	995.26		12.022	13,625.12
100-5155-98-01	SUTA Expense	1,782.00		1,782.00	6.11			0.343	1,775.89
100-5160-98-01	Health Insurance	155,093.00		155,093.00	12,065.12	5,845.06		7.779	143,027.88
100-5165-98-01	Dental Insurance	5,316.00		5,316.00	550.96	275.48		10.364	4,765.04

100-5170-98-01	Life Insurance/AD&D	1,202.00		1,202.00	179.28	89.64		14.915	1,022.72	
100-5175-98-01	Liability (TML)/Workers' Comp	11,964.00		11,964.00	1,128.76	567.79		9.435	10,835.24	
100-5180-98-01	TMRS Expense	144,724.00		144,724.00	18,585.34	9,893.76		12.842	126,138.66	
100-5185-98-01	Long/Short Term Disability	1,997.00		1,997.00	243.93	122.42		12.215	1,753.07	
100-5186-98-01	WELLE-Wellness Prog Reimb Empl	5,350.00		5,350.00	450.00	250.00		8.411	4,900.00	
	Subtotal object - 05	1,477,207.00	15,831.62	1,493,038.62	178,953.52	94,217.98		11.986	1,314,085.10	
100-5210-98-01	Office Supplies	2,775.00		2,775.00	34.41	34.41		1.24	2,740.59	
100-5220-98-01	Office Equipment	6,410.00	3,824.96	10,234.96	3,824.96	3,824.96		37.372	6,410.00	
100-5230-98-01	Dues,Fees,& Subscriptions	2,175.00		2,175.00				0	2,175.00	
100-5240-98-01	Postage and Delivery	280.00		280.00	16.20	16.20		5.786	263.80	
100-5250-98-01	Publications	400.00		400.00				0	400.00	
100-5280-98-01	Printing and Reproduction	100.00		100.00				0	100.00	
	Subtotal object - 05	12,140.00	3,824.96	15,964.96	3,875.57	3,875.57		24.275	12,089.39	
100-5330-98-01	Copier Expense	1,075.00		1,075.00	284.15	284.15		26.433	790.85	
100-5350-98-01	Vehicle Expense	870.00		870.00	125.79			14.459	744.21	
100-5352-98-01	Fuel	2,700.00		2,700.00	327.75	327.75		12.139	2,372.25	
	Subtotal object - 05	4,645.00		4,645.00	737.69	611.90		15.881	3,907.31	
100-5400-98-01	Uniform Expense	900.00		900.00	777.20	777.20		86.356	122.80	
100-5410-98-01	Professional Services	40,719.00	1,060.00	41,779.00			1,060.00	0	40,719.00	
100-5410-98-01-1831-ST	First/BNSF RR Overpass		27,407.00	27,407.00	737.25	737.25	27,407.00	2.69	(737.25)	
100-5410-98-01-1832-ST	Prosper Trl/BNSF RR Overpass		36,452.51	36,452.51	8,817.49	8,817.49	36,452.51	24.189	(8,817.49)	
100-5410-98-01-1942-TR	Traffic Signal Warrant Study		20,000.00	20,000.00			20,000.00	0		
100-5419-98-01	IT Licenses	11,830.00		11,830.00	1,531.52		3,028.00	12.946	7,270.48	
100-5430-98-01	Legal Fees	11,000.00		11,000.00	2,132.25	2,132.25		19.384	8,867.75	
100-5435-98-01	Legal Notices/Filings	2,400.00		2,400.00	418.40	496.40		17.433	1,981.60	
100-5480-98-01	Contracted Services	150,000.00		150,000.00				0	150,000.00	
	Subtotal object - 05	216,849.00	84,919.51	301,768.51	14,414.11	12,960.59	87,947.51	4.777	199,406.89	
100-5520-98-01	Telephones	4,995.00		4,995.00	215.42	207.71		4.313	4,779.58	
100-5526-98-01	Data Network				419.88	209.94		0	(419.88)	
100-5530-98-01	Travel	3,850.00		3,850.00	571.11	540.18		14.834	3,278.89	
100-5533-98-01	Mileage Expense	1,275.00		1,275.00				0	1,275.00	
100-5536-98-01	Training/Seminars	5,100.00		5,100.00	1,107.00	1,107.00		21.706	3,993.00	
	Subtotal object - 05	15,220.00		15,220.00	2,313.41	2,064.83		15.2	12,906.59	
100-5620-98-01	Tools & Equipment	200.00		200.00				0	200.00	
100-5630-98-01	Safety Equipment	200.00		200.00				0	200.00	
	Subtotal object - 05	400.00		400.00				0	400.00	
100-7145-98-01	Transfer to VERF	8,332.00		8,332.00	1,388.66	694.33		16.667	6,943.34	
	Subtotal object - 07	8,332.00		8,332.00	1,388.66	694.33		16.667	6,943.34	
Program number: 1	ENGINEERING	1,734,793.00	104,576.09	1,839,369.09	201,682.96	114,425.20	87,947.51	10.965	1,549,738.62	
Department number: 98	ENGINEERING	1,734,793.00	104,576.09	1,839,369.09	201,682.96	114,425.20	87,947.51	10.965	1,549,738.62	
	Expense	Subtotal - - - - -	29,865,198.00	1,594,828.54	31,460,026.54	5,632,629.68	2,437,271.17	2,483,540.43	17.904	23,343,856.43
Fund number: 100	GENERAL	(447,622.00)	1,190,156.54	742,534.54	2,097,274.00	449,206.80	2,483,540.43	282.448	(3,838,279.89)	
120-4120-20-01	Sales Taxes	(1,338,204.00)		(1,338,204.00)	(251,696.49)	(144,067.61)		18.809	(1,086,507.51)	
	Subtotal object - 04	(1,338,204.00)		(1,338,204.00)	(251,696.49)	(144,067.61)		18.809	(1,086,507.51)	
120-4610-20-01	Interest Income	(5,000.00)		(5,000.00)				0	(5,000.00)	
	Subtotal object - 04	(5,000.00)		(5,000.00)				0	(5,000.00)	
Program number: 1	OPERATIONS	(1,343,204.00)		(1,343,204.00)	(251,696.49)	(144,067.61)		18.739	(1,091,507.51)	
Department number: 20	POLICE	(1,343,204.00)		(1,343,204.00)	(251,696.49)	(144,067.61)		18.739	(1,091,507.51)	
	Revenue	Subtotal - - - - -	(1,343,204.00)	(1,343,204.00)	(251,696.49)	(144,067.61)		18.739	(1,091,507.51)	
120-5110-20-01	Salaries & Wages	825,126.00	18,951.00	844,077.00	125,193.52	56,635.17		14.832	718,883.48	
120-5115-20-01	Salaries - Overtime	135,636.00		135,636.00	9,007.41	4,600.01		6.641	126,628.59	
120-5126-20-01	Salaries-Vacation Buy-Out	2,742.00		2,742.00	2,862.80	2,862.80		104.406	(120.80)	
120-5127-20-01	Salaries-Certification Pay	17,220.00		17,220.00	2,660.60	1,278.38		15.451	14,559.40	
120-5140-20-01	Salaries - Longevity Pay	3,055.00		3,055.00	2,880.00	2,880.00		94.272	175.00	
120-5145-20-01	Social Security Expense	51,993.00		51,993.00	8,465.65	4,051.47		16.282	43,527.35	

120-5150-20-01	Medicare Expense	12,160.00		12,160.00	1,979.87	947.52	16.282	10,180.13
120-5155-20-01	SUTA Expense	1,944.00		1,944.00			0	1,944.00
120-5160-20-01	Health Insurance	115,788.00		115,788.00	13,712.07	6,544.78	11.842	102,075.93
120-5165-20-01	Dental Insurance	5,280.00		5,280.00	743.88	362.22	14.089	4,536.12
120-5170-20-01	Life Insurance/AD&D	4,502.00		4,502.00	640.83	312.60	14.234	3,861.17
120-5175-20-01	Liability (TML) Workers' Comp	15,179.00		15,179.00	2,478.67	1,157.48	16.33	12,700.33
120-5180-20-01	TMRS Expense	113,629.00		113,629.00	19,350.43	9,260.83	17.029	94,278.57
120-5185-20-01	Long/Short Term Disability	1,550.00		1,550.00	232.20	105.31	14.981	1,317.80
120-5186-20-01	WELLE-Wellness Prog Reimb Empl	2,400.00		2,400.00	203.32	89.16	8.472	2,196.68
120-5191-20-01	Hiring Cost				22.00	22.00	0	(22.00)
	Subtotal object - 05	1,308,204.00	18,951.00	1,327,155.00	190,433.25	91,109.73	14.349	1,136,721.75
Program number: 1	OPERATIONS	1,308,204.00	18,951.00	1,327,155.00	190,433.25	91,109.73	14.349	1,136,721.75
Department number: 20	POLICE	1,308,204.00	18,951.00	1,327,155.00	190,433.25	91,109.73	14.349	1,136,721.75
	Expense Subtotal - - - - -	1,308,204.00	18,951.00	1,327,155.00	190,433.25	91,109.73	14.349	1,136,721.75
Fund number: 120	POLICE SPD	(35,000.00)	18,951.00	(16,049.00)	(61,263.24)	(52,957.88)	381.726	45,214.24
130-4120-30-01	Sales Taxes	(1,338,204.00)		(1,338,204.00)	(251,438.72)	(143,925.17)	18.789	(1,086,765.28)
	Subtotal object - 04	(1,338,204.00)		(1,338,204.00)	(251,438.72)	(143,925.17)	18.789	(1,086,765.28)
130-4610-30-01	Interest Income	(5,000.00)		(5,000.00)			0	(5,000.00)
	Subtotal object - 04	(5,000.00)		(5,000.00)			0	(5,000.00)
Program number: 1	OPERATIONS	(1,343,204.00)		(1,343,204.00)	(251,438.72)	(143,925.17)	18.719	(1,091,765.28)
Department number: 30	FIRE	(1,343,204.00)		(1,343,204.00)	(251,438.72)	(143,925.17)	18.719	(1,091,765.28)
	Revenue Subtotal - - - - -	(1,343,204.00)		(1,343,204.00)	(251,438.72)	(143,925.17)	18.719	(1,091,765.28)
130-5110-30-01	Salaries & Wages	816,877.00	18,070.00	834,947.00	125,773.01	63,364.22	15.064	709,173.99
130-5115-30-01	Salaries - Overtime	134,415.00		134,415.00	22,124.46	8,972.19	16.46	112,290.54
130-5116-30-01	Salaries - FLSA Overtime				2,692.88	1,112.18	0	(2,692.88)
130-5127-30-01	Salaries-Certification Pay	11,280.00		11,280.00	1,770.05	814.63	15.692	9,509.95
130-5140-30-01	Salaries - Longevity Pay	2,090.00		2,090.00	1,830.00	1,830.00	87.56	260.00
130-5145-30-01	Social Security Expense	50,883.00		50,883.00	8,778.29	4,332.67	17.252	42,104.71
130-5150-30-01	Medicare Expense	11,901.00		11,901.00	2,052.98	1,013.28	17.25	9,848.02
130-5155-30-01	SUTA Expense	1,944.00		1,944.00			0	1,944.00
130-5160-30-01	Health Insurance	141,558.00		141,558.00	22,143.88	11,314.92	15.643	119,414.12
130-5165-30-01	Dental Insurance	4,869.00		4,869.00	812.69	406.95	16.691	4,056.31
130-5170-30-01	Life Insurance/AD&D	4,502.00		4,502.00	750.24	375.12	16.665	3,751.76
130-5175-30-01	Liability (TML) Workers' Comp	12,147.00		12,147.00	2,182.13	1,086.40	17.964	9,964.87
130-5180-30-01	TMRS Expense	111,204.00		111,204.00	20,962.66	10,344.24	18.851	90,241.34
130-5185-30-01	Long/Short Term Disability	1,534.00		1,534.00	235.54	120.44	15.355	1,298.46
130-5186-30-01	WELLE-Wellness Prog Reimb Empl	3,000.00		3,000.00	515.38	247.90	17.179	2,484.62
	Subtotal object - 05	1,308,204.00	18,070.00	1,326,274.00	212,624.19	105,335.14	16.032	1,113,649.81
Program number: 1	OPERATIONS	1,308,204.00	18,070.00	1,326,274.00	212,624.19	105,335.14	16.032	1,113,649.81
Department number: 30	FIRE	1,308,204.00	18,070.00	1,326,274.00	212,624.19	105,335.14	16.032	1,113,649.81
	Expense Subtotal - - - - -	1,308,204.00	18,070.00	1,326,274.00	212,624.19	105,335.14	16.032	1,113,649.81
Fund number: 130	FIRE SPD	(35,000.00)	18,070.00	(16,930.00)	(38,814.53)	(38,590.03)	229.265	21,884.53
150-4015-10-00	Water Impact Fees	(100,000.00)		(100,000.00)	(221,594.00)	(12,226.00)	221.594	121,594.00
150-4020-10-00	Wastewater Impact Fees	(50,000.00)		(50,000.00)	(141,096.00)	(9,030.00)	282.192	91,096.00
150-4040-10-00	East Thoroughfare Impact Fees	(200,000.00)		(200,000.00)	(515,977.09)	(65,368.51)	257.989	315,977.09
	Subtotal object - 04	(350,000.00)		(350,000.00)	(878,667.09)	(86,624.51)	251.048	528,667.09
150-4110-10-00	Property Taxes (Town)	(387,624.00)		(387,624.00)			0	(387,624.00)
150-4111-10-00	Property Taxes (County)	(110,960.00)		(110,960.00)			0	(110,960.00)
150-4120-10-00	Sales Taxes (Town)	(495,372.00)		(495,372.00)	(84,574.46)	(43,676.38)	17.073	(410,797.54)
150-4121-10-00	Sales Taxes (PEDC)	(415,259.00)		(415,259.00)	(70,831.11)	(36,578.97)	17.057	(344,427.89)
	Subtotal object - 04	(1,409,215.00)		(1,409,215.00)	(155,405.57)	(80,255.35)	11.028	(1,253,809.43)
150-4610-10-00	Interest Income	(7,500.00)		(7,500.00)	(4,179.26)	(1,267.31)	55.723	(3,320.74)
	Subtotal object - 04	(7,500.00)		(7,500.00)	(4,179.26)	(1,267.31)	55.723	(3,320.74)
Program number:	DEFAULT PROGRAM	(1,766,715.00)		(1,766,715.00)	(1,038,251.92)	(168,147.17)	58.767	(728,463.08)
Department number: 10	ADMINISTRATION	(1,766,715.00)		(1,766,715.00)	(1,038,251.92)	(168,147.17)	58.767	(728,463.08)

	Revenue	Subtotal - - - - -	(1,766,715.00)	(1,766,715.00)	(1,038,251.92)	(168,147.17)	58.767	(728,463.08)
150-5820-10-00	Town Ad Valorem Tax Rebate		1,766,715.00	1,766,715.00			0	1,766,715.00
	Subtotal object - 05		1,766,715.00	1,766,715.00			0	1,766,715.00
Program number:	DEFAULT PROGRAM		1,766,715.00	1,766,715.00			0	1,766,715.00
Department number: 10	ADMINISTRATION		1,766,715.00	1,766,715.00			0	1,766,715.00
	Expense	Subtotal - - - - -	1,766,715.00	1,766,715.00			0	1,766,715.00
Fund number: 150	TIRZ #1 - BLUE STAR				(1,038,251.92)	(168,147.17)	0	1,038,251.92
160-4041-10-00	W Thoro Impact Fee	(325,500.00)	(325,500.00)	(325,500.00)			0	(325,500.00)
	Subtotal object - 04	(325,500.00)	(325,500.00)	(325,500.00)			0	(325,500.00)
160-4110-10-00	Property Taxes (Town)	(12,633.00)	(12,633.00)	(12,633.00)			0	(12,633.00)
160-4111-10-00	Property Taxes (County)	(3,616.00)	(3,616.00)	(3,616.00)			0	(3,616.00)
160-4120-10-00	Sales Taxes (Town)	(150.00)	(150.00)	(150.00)	(2.81)	(1.18)	1.873	(147.19)
160-4121-10-00	Sales Taxes (PEDC)	(150.00)	(150.00)	(150.00)	(2.81)	(1.18)	1.873	(147.19)
	Subtotal object - 04	(16,549.00)	(16,549.00)	(16,549.00)	(5.62)	(2.36)	0.034	(16,543.38)
160-4610-10-00	Interest Income	(500.00)	(500.00)	(500.00)	(108.85)	(28.41)	21.77	(391.15)
	Subtotal object - 04	(500.00)	(500.00)	(500.00)	(108.85)	(28.41)	21.77	(391.15)
Program number:	DEFAULT PROGRAM		(342,549.00)	(342,549.00)	(114.47)	(30.77)	0.033	(342,434.53)
Department number: 10	ADMINISTRATION		(342,549.00)	(342,549.00)	(114.47)	(30.77)	0.033	(342,434.53)
	Revenue	Subtotal - - - - -	(342,549.00)	(342,549.00)	(114.47)	(30.77)	0.033	(342,434.53)
160-5810-10-00	W Thoro Impact Fee Rebate		342,549.00	342,549.00			0	342,549.00
	Subtotal object - 05		342,549.00	342,549.00			0	342,549.00
Program number:	DEFAULT PROGRAM		342,549.00	342,549.00			0	342,549.00
Department number: 10	ADMINISTRATION		342,549.00	342,549.00			0	342,549.00
	Expense	Subtotal - - - - -	342,549.00	342,549.00			0	342,549.00
Fund number: 160	TIRZ #2 - MATTHEWS SOUTHWEST				(114.47)	(30.77)	0	114.47
200-4000-10-08	W/S Service Initiation	(82,400.00)	(82,400.00)	(82,400.00)	(13,970.00)	(6,260.00)	16.954	(68,430.00)
200-4007-10-08	Sanitation	(1,377,830.00)	(1,377,830.00)	(1,377,830.00)	(215,888.14)	(108,297.02)	15.669	(1,161,941.86)
200-4009-10-08	Late Fee-W/S	(112,200.00)	(112,200.00)	(112,200.00)	(13,700.36)	(14,232.89)	12.211	(98,499.64)
	Subtotal object - 04	(1,572,430.00)	(1,572,430.00)	(1,572,430.00)	(243,558.50)	(128,789.91)	15.489	(1,328,871.50)
Program number: 8	UTILITY BILLING	(1,572,430.00)	(1,572,430.00)	(1,572,430.00)	(243,558.50)	(128,789.91)	15.489	(1,328,871.50)
200-4200-10-99	T-Mobile Fees	(39,795.00)	(39,795.00)	(39,795.00)	(12,400.12)	(6,200.06)	31.16	(27,394.88)
200-4201-10-99	Tierone Converged Network	(22,777.00)	(22,777.00)	(22,777.00)	(3,796.00)	(1,898.00)	16.666	(18,981.00)
200-4205-10-99	Rise Broadband	(27,376.00)	(27,376.00)	(27,376.00)	(2,478.78)	(1,239.39)	9.055	(24,897.22)
200-4206-10-99	Verizon Antennae Lease	(66,805.00)	(66,805.00)	(66,805.00)	(37,967.50)	(2,883.75)	56.833	(28,837.50)
	Subtotal object - 04	(156,753.00)	(156,753.00)	(156,753.00)	(56,642.40)	(12,221.20)	36.135	(100,110.60)
200-4930-10-99	Insurance Proceeds				(4,374.86)	(4,374.86)	0	4,374.86
	Subtotal object - 04				(4,374.86)	(4,374.86)	0	4,374.86
Program number: 99	NON-DEPARTMENTAL		(156,753.00)	(156,753.00)	(61,017.26)	(16,596.06)	38.926	(95,735.74)
Department number: 10	ADMINISTRATION		(1,729,183.00)	(1,729,183.00)	(304,575.76)	(145,385.97)	17.614	(1,424,607.24)
200-4005-50-02	Water Revenue	(12,823,413.00)	(12,823,413.00)	(12,823,413.00)	(2,385,186.11)	(816,132.96)	18.6	(10,438,226.89)
200-4010-50-02	Connection Tap & Construction	(800,000.00)	(800,000.00)	(800,000.00)	(163,026.00)	(80,489.00)	20.378	(636,974.00)
200-4012-50-02	Saturday Inspection Fee	(2,500.00)	(2,500.00)	(2,500.00)	(2,100.00)	(1,050.00)	84	(400.00)
200-4018-50-02	Internet Cr. Card Fees				(19,334.48)	(9,342.88)	0	19,334.48
200-4019-50-02	Cr. Card Pmt Fees				(6,523.21)	(2,945.14)	0	6,523.21
200-4060-50-02	NSF Fees	(1,675.00)	(1,675.00)	(1,675.00)	(300.00)	(100.00)	17.91	(1,375.00)
	Subtotal object - 04	(13,627,588.00)	(13,627,588.00)	(13,627,588.00)	(2,576,469.80)	(910,059.98)	18.906	(11,051,118.20)
200-4243-50-02	Backflow Prevention Inspection	(51,758.00)	(51,758.00)	(51,758.00)	(7,450.00)	(3,775.00)	14.394	(44,308.00)
	Subtotal object - 04	(51,758.00)	(51,758.00)	(51,758.00)	(7,450.00)	(3,775.00)	14.394	(44,308.00)
200-4610-50-02	Interest Income	(142,024.00)	(142,024.00)	(142,024.00)	(29,344.45)	(8,558.64)	20.662	(112,679.55)
	Subtotal object - 04	(142,024.00)	(142,024.00)	(142,024.00)	(29,344.45)	(8,558.64)	20.662	(112,679.55)
200-4910-50-02	Other Revenue	(2,351,275.00)	(2,351,275.00)	(2,351,275.00)	(34,976.13)	(16,531.39)	1.488	(2,316,298.87)
	Subtotal object - 04	(2,351,275.00)	(2,351,275.00)	(2,351,275.00)	(34,976.13)	(16,531.39)	1.488	(2,316,298.87)
Program number: 2	WATER		(16,172,645.00)	(16,172,645.00)	(2,648,240.38)	(938,925.01)	16.375	(13,524,404.62)
200-4006-50-03	Sewer	(6,751,798.00)	(6,751,798.00)	(6,751,798.00)	(1,161,275.10)	(573,744.37)	17.199	(5,590,522.90)
200-4010-50-03	Connection Tap & Construction	(300,000.00)	(300,000.00)	(300,000.00)	(75,800.00)	(25,800.00)	25.267	(224,200.00)

	Subtotal object - 04	(7,051,798.00)		(7,051,798.00)	(1,237,075.10)	(609,544.37)		17.543	(5,814,722.90)
Program number: 3	WASTEWATER	(7,051,798.00)		(7,051,798.00)	(1,237,075.10)	(609,544.37)		17.543	(5,814,722.90)
Department number: 50	PUBLIC WORKS	(23,224,443.00)		(23,224,443.00)	(3,885,315.48)	(1,548,469.38)		16.729	(19,339,127.52)
	Revenue	(24,953,626.00)		(24,953,626.00)	(4,189,891.24)	(1,693,855.35)		16.791	(20,763,734.76)
	Subtotal - - - - -								
200-5110-10-08	Salaries & Wages	196,018.00	3,327.83	199,345.83	28,998.40	14,420.94		14.547	170,347.43
200-5115-10-08	Salaries - Overtime	3,500.00		3,500.00	239.19	65.56		6.834	3,260.81
200-5140-10-08	Salaries - Longevity Pay	1,550.00		1,550.00	765.00	765.00		49.355	785.00
200-5145-10-08	Social Security Expense	12,467.00		12,467.00	1,787.96	909.49		14.342	10,679.04
200-5150-10-08	Medicare Expense	2,916.00		2,916.00	418.16	212.71		14.34	2,497.84
200-5155-10-08	SUTA Expense	648.00		648.00	1.69			0.261	646.31
200-5160-10-08	Health Insurance	28,078.00		28,078.00	4,519.20	2,259.60		16.095	23,558.80
200-5165-10-08	Dental Insurance	1,712.00		1,712.00	281.24	140.62		16.428	1,430.76
200-5170-10-08	Life Insurance/AD&D	451.00		451.00	75.00	37.50		16.63	376.00
200-5175-10-08	Liability (TML)/Workers' Comp	376.00		376.00	57.23	29.11		15.221	318.77
200-5180-10-08	TMRS Expense	26,771.00		26,771.00	4,089.50	2,078.65		15.276	22,681.50
200-5185-10-08	Long/Short Term Disability	373.00		373.00	55.10	27.40		14.772	317.90
200-5186-10-08	WELLE-Wellness Prog Reimb-Emp	1,200.00		1,200.00	178.32	89.16		14.86	1,021.68
	Subtotal object - 05	276,060.00	3,327.83	279,387.83	41,465.99	21,035.74		14.842	237,921.84
200-5210-10-08	Office Supplies	2,562.00		2,562.00	1,249.52	1,032.15		48.771	1,312.48
200-5220-10-08	Office Equipment	2,324.00		2,324.00	1,926.00		276.00	82.874	122.00
200-5230-10-08	Dues,Fees,& Subscriptions	100.00		100.00				0	100.00
200-5240-10-08	Postage and Delivery	44,000.00		44,000.00	9,110.01	4,631.51		20.705	34,889.99
200-5280-10-08	Printing and Reproduction	4,330.00		4,330.00				0	4,330.00
200-5290-10-08	Other Charges and Services	600.00		600.00	52.44			8.74	547.56
	Subtotal object - 05	53,916.00		53,916.00	12,337.97	5,663.66	276.00	22.884	41,302.03
200-5330-10-08	Copier Expense	3,276.00		3,276.00	201.62	201.62		6.154	3,074.38
	Subtotal object - 05	3,276.00		3,276.00	201.62	201.62		6.154	3,074.38
200-5400-10-08	Uniform Expense	225.00		225.00				0	225.00
200-5418-10-08	IT Fees	8,000.00		8,000.00	1,232.50	1,232.50		15.406	6,767.50
200-5419-10-08	IT Licenses	10,300.00		10,300.00				0	10,300.00
200-5430-10-08	Legal Fees	2,500.00		2,500.00				0	2,500.00
200-5470-10-08	Trash Collection	1,375,000.00		1,375,000.00	100,591.19	986.46		7.316	1,274,408.81
200-5475-10-08	CREDIT CARD FEES	126,000.00		126,000.00	29,288.78	14,609.33		23.245	96,711.22
200-5479-10-08	Household Haz. Waste Disposal	7,800.00		7,800.00	525.00	540.00		6.731	7,275.00
200-5480-10-08	Contracted Services	33,963.00		33,963.00	906.74	906.74		2.67	33,056.26
	Subtotal object - 05	1,563,788.00		1,563,788.00	132,544.21	18,275.03		8.476	1,431,243.79
200-5520-10-08	Telephones	500.00		500.00				0	500.00
200-5530-10-08	Travel	1,735.00		1,735.00				0	1,735.00
200-5533-10-08	Mileage Expense	265.00		265.00				0	265.00
200-5536-10-08	Training/Seminars	1,050.00		1,050.00				0	1,050.00
	Subtotal object - 05	3,550.00		3,550.00				0	3,550.00
200-5600-10-08	Special Events	900.00		900.00				0	900.00
	Subtotal object - 05	900.00		900.00				0	900.00
200-7145-10-08	Transfer to VERF	1,438.00		1,438.00	239.66	119.83		16.666	1,198.34
200-7147-10-08	Transfer to GF	43,494.00		43,494.00	7,249.00	3,624.50		16.667	36,245.00
	Subtotal object - 07	44,932.00		44,932.00	7,488.66	3,744.33		16.667	37,443.34
Program number: 8	UTILITY BILLING	1,946,422.00	3,327.83	1,949,749.83	194,038.45	48,920.38	276.00	9.952	1,755,435.38
200-5110-10-99	Salaries & Wages	(36,777.00)	(19,903.00)	(56,680.00)				0	(56,680.00)
200-5176-10-99	TML-Prop & Liab Insurance	60,000.00		60,000.00	76,033.79	76,033.79		126.723	(16,033.79)
	Subtotal object - 05	23,223.00	(19,903.00)	3,320.00	76,033.79	76,033.79			(72,713.79)
200-5295-10-99	General Fund Franchise Fee	339,271.00		339,271.00	56,545.16	28,272.58		16.667	282,725.84
	Subtotal object - 05	339,271.00		339,271.00	56,545.16	28,272.58		16.667	282,725.84
200-5410-10-99	Professional Services	25,000.00		25,000.00				0	25,000.00
200-5415-10-99	Tuition Reimbursement	7,233.00		7,233.00	416.89			5.764	6,816.11
200-5480-10-99	Contracted Services	5,800.00		5,800.00				0	5,800.00

	Subtotal object - 05	38,033.00		38,033.00	416.89			1.096	37,616.11
200-6186-10-99	2013 Bond Payment	225,000.00		225,000.00			225,000.00	0	
200-6193-10-99	2012 CO Bond Payment	298,800.00		298,800.00			298,800.00	0	
	Subtotal object - 06	523,800.00		523,800.00			523,800.00	0	
200-6201-10-99	2014 GO Bond Payment	385,000.00		385,000.00			385,000.00	0	
200-6202-10-99	2014 CO Bond Payment	505,000.00		505,000.00			505,000.00	0	
200-6203-10-99	2015 GO Debt payment	324,900.00		324,900.00			324,900.00	0	
200-6205-10-99	2016 GO Bond Payment	68,500.00		68,500.00			68,500.00	0	
200-6209-10-99	2018 GO Bond Payment	330,000.00		330,000.00			330,000.00	0	
200-6211-10-99	2019 CO Debt Payment	327,247.00		327,247.00			327,247.00	0	
200-6299-10-99	Bond Interest Expense	1,465,790.00		1,465,790.00			1,465,790.00	0	
	Subtotal object - 06	3,406,437.00		3,406,437.00			3,406,437.00	0	
200-7000-10-99	Contingency	50,000.00		50,000.00			5,937.50	0	44,062.50
	Subtotal object - 07	50,000.00		50,000.00			5,937.50	0	44,062.50
Program number: 99	NON-DEPARTMENTAL	4,380,764.00	(19,903.00)	4,360,861.00	132,995.84	104,306.37	3,936,174.50	3.05	291,690.66
Department number: 10	ADMINISTRATION	6,327,186.00	(16,575.17)	6,310,610.83	327,034.29	153,226.75	3,936,450.50	5.182	2,047,126.04
200-5110-50-02	Salaries & Wages	1,186,709.00	29,787.39	1,216,496.39	179,691.12	81,724.49		14.771	1,036,805.27
200-5115-50-02	Salaries - Overtime	38,400.00		38,400.00	10,342.69	4,724.38		26.934	28,057.31
200-5126-50-02	Salaries-Vacation Buy-Out	1,822.00		1,822.00				0	1,822.00
200-5140-50-02	Salaries - Longevity Pay	4,955.00		4,955.00	4,685.00	4,685.00		94.551	270.00
200-5145-50-02	Social Security Expense	76,377.00		76,377.00	11,652.78	5,467.31		15.257	64,724.22
200-5150-50-02	Medicare Expense	17,863.00		17,863.00	2,725.27	1,278.65		15.257	15,137.73
200-5155-50-02	SUTA Expense	4,050.00		4,050.00	5.21	2.62		0.129	4,044.79
200-5160-50-02	Health Insurance	183,134.00		183,134.00	21,241.60	9,687.91		11.599	161,892.40
200-5165-50-02	Dental Insurance	7,981.00		7,981.00	1,111.99	526.89		13.933	6,869.01
200-5170-50-02	Life Insurance/AD&D	2,432.00		2,432.00	405.13	189.02		16.658	2,026.87
200-5175-50-02	Liability (TML)/Workers' Comp	25,487.00		25,487.00	3,877.39	1,840.08		15.213	21,609.61
200-5180-50-02	TMRS Expense	166,921.00		166,921.00	26,485.72	12,394.59		15.867	140,435.28
200-5185-50-02	Long/Short Term Disability	2,255.00		2,255.00	334.23	151.24		14.822	1,920.77
200-5186-50-02	WELLE-Wellness Prog Reimb-Emp	7,650.00		7,650.00	747.90	339.16		9.776	6,902.10
	Subtotal object - 05	1,726,036.00	29,787.39	1,755,823.39	263,306.03	123,011.34		14.996	1,492,517.36
200-5210-50-02	Office Supplies	2,900.00		2,900.00	139.33	139.33		4.804	2,760.67
200-5212-50-02	Building Supplies	3,800.00		3,800.00	215.34	215.34		5.667	3,584.66
200-5220-50-02	Office Equipment	12,230.00		12,230.00				0	12,230.00
200-5230-50-02	Dues,Fees,& Subscriptions	16,500.00		16,500.00	755.00	705.00		4.576	15,745.00
200-5240-50-02	Postage and Delivery	1,000.00		1,000.00	47.50	24.50		4.75	952.50
200-5260-50-02	Advertising				30.91	30.91		0	(30.91)
200-5280-50-02	Printing and Reproduction	1,500.00		1,500.00				0	1,500.00
	Subtotal object - 05	37,930.00		37,930.00	1,188.08	1,115.08		3.132	36,741.92
200-5310-50-02	Rental Expense	10,000.00		10,000.00	998.90			9.989	9,001.10
200-5320-50-02	Repairs & Maintenance	3,600.00		3,600.00				0	3,600.00
200-5330-50-02	Copier Expense	1,700.00		1,700.00	163.11	163.11		9.595	1,536.89
200-5340-50-02	Building Repairs	35,000.00		35,000.00				0	35,000.00
200-5350-50-02	Vehicle Expense	23,629.00		23,629.00	2,651.65	348.33		11.222	20,977.35
200-5351-50-02	Equipment Expense/Repair	11,700.00		11,700.00	2,925.99	48.99		25.008	8,774.01
200-5352-50-02	Fuel	24,300.00		24,300.00	4,243.16	3,575.34		17.462	20,056.84
200-5353-50-02	Oil/Grease/Inspections	1,380.00		1,380.00				0	1,380.00
	Subtotal object - 05	111,309.00		111,309.00	10,982.81	4,135.77		9.867	100,326.19
200-5400-50-02	Uniform Expense	17,750.00		17,750.00	395.94	148.97		2.231	17,354.06
200-5410-50-02	Professional Services	6,000.00		6,000.00				0	6,000.00
200-5419-50-02	IT Licenses	41,240.00		41,240.00			22,500.00	0	18,740.00
200-5430-50-02	Legal Fees	500.00		500.00				0	500.00
200-5480-50-02	Contracted Services	205,578.00		205,578.00	32,156.85	902.67	15,000.00	15.642	158,421.15
	Subtotal object - 05	271,068.00		271,068.00	32,552.79	1,051.64	37,500.00	12.009	201,015.21
200-5520-50-02	Telephones	10,160.00		10,160.00	1,953.66	822.87		19.229	8,206.34

200-5523-50-02	Water/Sewer Charges	6,000.00		6,000.00	2,819.37	238.59		46.99	3,180.63
200-5524-50-02	Gas	2,000.00		2,000.00				0	2,000.00
200-5525-50-02	Electricity	309,000.00		309,000.00	67,447.50	21,670.09		21.828	241,552.50
200-5526-50-02	Data Network	4,000.00		4,000.00	1,011.80	555.88		25.295	2,988.20
200-5530-50-02	Travel	2,300.00		2,300.00				0	2,300.00
200-5533-50-02	Mileage Expense	100.00		100.00				0	100.00
200-5536-50-02	Training/Seminars	22,200.00		22,200.00	2,385.00	1,135.00		10.743	19,815.00
200-5540-50-02	Water Testing	13,225.00		13,225.00	504.00			3.811	12,721.00
200-5545-50-02	Meter Purchases	422,900.00		422,900.00	8,646.32		8,698.50	2.045	405,555.18
200-5550-50-02	Water Purchases	5,690,642.00		5,690,642.00	433,852.24			7.624	5,256,789.76
	Subtotal object - 05	6,482,527.00		6,482,527.00	518,619.89	24,532.53	8,698.50	8	5,955,208.61
200-5600-50-02	Special Events	8,000.00		8,000.00	753.72	753.72		9.422	7,246.28
200-5620-50-02	Tools & Equipment	14,000.00		14,000.00	497.49	445.52		3.554	13,502.51
200-5630-50-02	Safety Equipment	12,500.00		12,500.00	537.70			4.302	11,962.30
200-5640-50-02	Signs & Hardware	1,000.00		1,000.00				0	1,000.00
200-5650-50-02	Maintenance Materials	7,000.00		7,000.00	1,337.95			19.114	5,662.05
200-5660-50-02	Chemical Supplies	17,800.00		17,800.00	1,850.87	523.53		10.398	15,949.13
200-5670-50-02	System Improvements	206,000.00	(32,126.75)	173,873.25	24,197.34	2,310.40		13.917	149,675.91
	Subtotal object - 05	266,300.00	(32,126.75)	234,173.25	29,175.07	4,033.17		12.459	204,998.18
200-6110-50-02	Capital Expenditure		32,126.75	32,126.75	11,505.59	7,620.04	32,126.75	35.813	(11,505.59)
200-6160-50-02	Capital Expense-Vehicles	81,736.00		81,736.00			82,999.45	0	(1,263.45)
	Subtotal object - 06	81,736.00	32,126.75	113,862.75	11,505.59	7,620.04	115,126.20	10.105	(12,769.04)
200-7145-50-02	Transfer to VERF	225,192.00		225,192.00	37,532.00	18,766.00		16.667	187,660.00
200-7147-50-02	Transfer to GF	640,504.00		640,504.00	106,750.66	53,375.33		16.667	533,753.34
	Subtotal object - 07	865,696.00		865,696.00	144,282.66	72,141.33		16.667	721,413.34
Program number: 2	WATER	9,842,602.00	29,787.39	9,872,389.39	1,011,612.92	237,640.90	161,324.70	10.247	8,699,451.77
200-5110-50-03	Salaries & Wages	557,709.00	18,925.61	576,634.61	65,793.74	32,673.32		11.41	510,840.87
200-5115-50-03	Salaries - Overtime	25,700.00		25,700.00	7,150.49	3,192.63		27.823	18,549.51
200-5126-50-03	Salaries-Vacation Buy-Out	2,210.00		2,210.00	1,160.00	1,160.00		52.489	1,050.00
200-5140-50-03	Salaries - Longevity Pay	1,990.00		1,990.00	1,825.00	1,825.00		91.709	165.00
200-5145-50-03	Social Security Expense	36,432.00		36,432.00	4,374.82	2,243.55		12.008	32,057.18
200-5150-50-03	Medicare Expense	8,520.00		8,520.00	1,023.14	524.70		12.009	7,496.86
200-5155-50-03	SUTA Expense	2,268.00		2,268.00				0	2,268.00
200-5160-50-03	Health Insurance	136,252.00		136,252.00	15,535.78	7,638.16		11.402	120,716.22
200-5165-50-03	Dental Insurance	5,041.00		5,041.00	644.87	313.93		12.793	4,396.13
200-5170-50-03	Life Insurance/AD&D	1,423.00		1,423.00	184.12	89.19		12.939	1,238.88
200-5175-50-03	Liability (TML)/Workers' Comp	11,208.00		11,208.00	1,756.66	893.02		15.673	9,451.34
200-5180-50-03	TMRS Expense	79,621.00		79,621.00	10,326.14	5,283.17		12.969	69,294.86
200-5185-50-03	Long/Short Term Disability	1,060.00		1,060.00	116.97	57.99		11.035	943.03
200-5186-50-03	WELLE-Wellness Prog Reimb-Empl	3,300.00		3,300.00	278.32	139.16		8.434	3,021.68
	Subtotal object - 05	872,734.00	18,925.61	891,659.61	110,170.05	56,033.82		12.356	781,489.56
200-5210-50-03	Office Supplies	2,300.00		2,300.00	271.06	271.06		11.785	2,028.94
200-5212-50-03	Building Supplies	600.00		600.00	889.82	889.82		148.303	(289.82)
200-5220-50-03	Office Equipment	500.00		500.00				0	500.00
200-5230-50-03	Dues,Fees,& Subscriptions	19,800.00		19,800.00	623.00	509.00		3.146	19,177.00
200-5240-50-03	Postage and Delivery	900.00		900.00	1.00	1.00		0.111	899.00
	Subtotal object - 05	24,100.00		24,100.00	1,784.88	1,670.88		7.406	22,315.12
200-5310-50-03	Rental Expense	12,000.00		12,000.00	8,936.45			74.47	3,063.55
200-5335-50-03	Radio/Video Repairs	500.00		500.00				0	500.00
200-5340-50-03	Building Repairs	1,000.00		1,000.00				0	1,000.00
200-5350-50-03	Vehicle Expense	16,000.00		16,000.00	569.38			3.559	15,430.62
200-5351-50-03	Equipment Expense/Repair	3,000.00		3,000.00	3,300.88			110.029	(300.88)
200-5352-50-03	Fuel	16,200.00		16,200.00	1,618.99	1,406.86		9.994	14,581.01
200-5353-50-03	Oil/Grease/Inspections	1,180.00		1,180.00				0	1,180.00
	Subtotal object - 05	49,880.00		49,880.00	14,425.70	1,406.86		28.921	35,454.30

200-5400-50-03	Uniform Expense	11,900.00		11,900.00	631.92	238.97		5.31	11,268.08
200-5419-50-03	IT Licenses	13,100.00		13,100.00				0	13,100.00
200-5430-50-03	Legal Fees	500.00		500.00				0	500.00
200-5480-50-03	Contracted Services	104,465.00	2,405.34	106,870.34			2,405.34	0	104,465.00
	Subtotal object - 05	129,965.00	2,405.34	132,370.34	631.92	238.97	2,405.34	0.477	129,333.08
200-5520-50-03	Telephones	3,850.00		3,850.00	700.51	334.01		18.195	3,149.49
200-5523-50-03	Water/Sewer Charges	550.00		550.00	81.85	38.30		14.882	468.15
200-5524-50-03	Gas	600.00		600.00				0	600.00
200-5525-50-03	Electricity	45,000.00		45,000.00	4,656.69	2,895.67		10.348	40,343.31
200-5526-50-03	Data Network	900.00		900.00	75.98	37.99		8.442	824.02
200-5530-50-03	Travel	1,000.00		1,000.00				0	1,000.00
200-5533-50-03	Mileage Expense	200.00		200.00				0	200.00
200-5536-50-03	Training/Seminars	10,800.00		10,800.00	3,495.00	1,495.00		32.361	7,305.00
200-5560-50-03	Sewer Management Fees	3,441,392.00		3,441,392.00	586,848.41	245,815.41		17.053	2,854,543.59
	Subtotal object - 05	3,504,292.00		3,504,292.00	595,858.44	250,616.38		17.004	2,908,433.56
200-5620-50-03	Tools & Equipment	9,000.00		9,000.00	67.08	29.58		0.745	8,932.92
200-5630-50-03	Safety Equipment	11,000.00		11,000.00	80.00			0.727	10,920.00
200-5650-50-03	Maintenance Materials	2,000.00		2,000.00	1,143.92	593.92		57.196	856.08
200-5660-50-03	Chemical Supplies	1,000.00		1,000.00				0	1,000.00
200-5670-50-03	System Improvements	145,000.00		145,000.00	3,713.40	2,438.37		2.561	141,286.60
200-5680-50-03	Lift Station Expense	20,000.00		20,000.00	7,677.96	3,115.04		38.39	12,322.04
	Subtotal object - 05	188,000.00		188,000.00	12,682.36	6,176.91		6.746	175,317.64
200-6140-50-03	Capital Expense-Equipment	103,000.00	4,810.66	107,810.66			26,914.66	0	80,896.00
200-6160-50-03	Capital Expense-Vehicles	200,000.00		200,000.00				0	200,000.00
	Subtotal object - 06	303,000.00	4,810.66	307,810.66			26,914.66	0	280,896.00
200-7145-50-03	Transfer to VERF	85,599.00		85,599.00	14,266.50	7,133.25		16.667	71,332.50
200-7147-50-03	Transfer to GF	208,917.00		208,917.00	34,819.50	17,409.75		16.667	174,097.50
	Subtotal object - 07	294,516.00		294,516.00	49,086.00	24,543.00		16.667	245,430.00
Program number: 3	WASTEWATER	5,366,487.00	26,141.61	5,392,628.61	784,639.35	340,686.82	29,320.00	14.55	4,578,669.26
200-5110-50-98	Salaries & Wages	214,858.00	9,192.17	224,050.17	25,355.68	16,800.48		11.317	198,694.49
200-5115-50-98	Salaries - Overtime				2,080.52	1,413.30		0	(2,080.52)
200-5126-50-98	Salaries-Vacation Buy-Out	4,311.00		4,311.00	1,286.00	1,286.00		29.831	3,025.00
200-5140-50-98	Salaries - Longevity	920.00		920.00	915.00	915.00		99.457	5.00
200-5145-50-98	Social Security Expense	13,646.00		13,646.00	1,715.92	1,185.14		12.575	11,930.08
200-5150-50-98	Medicare Expense	3,192.00		3,192.00	401.30	277.17		12.572	2,790.70
200-5155-50-98	SUTA Expense	648.00		648.00				0	648.00
200-5160-50-98	Health Insurance	38,936.00		38,936.00	4,508.19	3,005.46		11.578	34,427.81
200-5165-50-98	Dental Insurance	1,339.00		1,339.00	167.34	111.56		12.497	1,171.66
200-5170-50-98	Life Insurance/ADD	902.00		902.00	56.28	37.52		6.239	845.72
200-5175-50-98	Liability (TML)/Workers Comp	7,848.00		7,848.00	357.23	243.12		4.552	7,490.77
200-5180-50-98	TMRS Expense	29,822.00		29,822.00	4,044.12	2,785.06		13.561	25,777.88
200-5185-50-98	Long/Short Term Disability	409.00		409.00	48.16	31.91		11.775	360.84
200-5186-50-98	WELLE-Wellness Prog Reimb Empl	1,800.00		1,800.00	208.74	139.16		11.597	1,591.26
	Subtotal object - 05	318,631.00	9,192.17	327,823.17	41,144.48	28,230.88		12.551	286,678.69
200-5210-50-98	Office Supplies	400.00		400.00				0	400.00
200-5220-50-98	Office Equipment	1,600.00		1,600.00				0	1,600.00
200-5230-50-98	Dues, Fees, & Subscriptions	400.00		400.00				0	400.00
200-5240-50-98	Postage and Delivery	100.00		100.00				0	100.00
200-5280-50-98	Printing and Reproduction	100.00		100.00				0	100.00
	Subtotal object - 05	2,600.00		2,600.00				0	2,600.00
200-5330-50-98	Copier Expense	800.00		800.00				0	800.00
200-5350-50-98	Vehicle Expense	2,560.00		2,560.00	35.09			1.371	2,524.91
200-5352-50-98	Fuel	5,600.00		5,600.00	282.96	268.06		5.053	5,317.04
200-5353-50-98	Oil/Grease/Inspections	800.00		800.00				0	800.00
	Subtotal object - 05	9,760.00		9,760.00	318.05	268.06		3.259	9,441.95

200-5400-50-98	Uniform Expense	5,660.00		5,660.00				0	5,660.00
200-5480-50-98	Contracted Services	25,000.00		25,000.00				0	25,000.00
	Subtotal object - 05	30,660.00		30,660.00				0	30,660.00
200-5520-50-98	Telephones	1,200.00		1,200.00				0	1,200.00
200-5526-50-98	Data Network	200.00		200.00				0	200.00
200-5530-50-98	Travel	1,000.00		1,000.00				0	1,000.00
200-5536-50-98	Training/Seminars	1,600.00		1,600.00				0	1,600.00
	Subtotal object - 05	4,000.00		4,000.00				0	4,000.00
200-5620-50-98	Tools & Equipment	1,000.00		1,000.00	97.05			9.705	902.95
200-5630-50-98	Safety Equipment	2,000.00		2,000.00				0	2,000.00
	Subtotal object - 05	3,000.00		3,000.00	97.05			3.235	2,902.95
200-6610-50-98	CONSTRUCTION	3,051,275.00	(3,051,275.00)					0	
	Subtotal object - 06	3,051,275.00	(3,051,275.00)					0	
200-7144-50-98	Transfer to Capital Projects			3,051,275.00	3,051,275.00			100	
	Subtotal object - 07			3,051,275.00	3,051,275.00			100	
Program number: 98	CONSTRUCTION INSPECTIONS	3,419,926.00	9,192.17	3,429,118.17	3,092,834.58	28,498.94		90.193	336,283.59
Department number: 50	PUBLIC WORKS	18,629,015.00	65,121.17	18,694,136.17	4,889,086.85	606,826.66	190,644.70	26.153	13,614,404.62
	Expense Subtotal - - - - -	24,956,201.00	48,546.00	25,004,747.00	5,216,121.14	760,053.41	4,127,095.20	20.861	15,661,530.66
Fund number: 200	WATER/SEWER	2,575.00	48,546.00	51,121.00	1,026,229.90	(933,801.94)	4,127,095.20		(5,102,204.10)
300-4105-10-00	Property Taxes -Delinquent	(185,713.00)		(185,713.00)	(33,178.80)	(2,825.59)		17.866	(152,534.20)
300-4110-10-00	Property Taxes -Current	(6,625,000.00)		(6,625,000.00)	(497,739.24)	(336,335.35)		7.513	(6,127,260.76)
300-4115-10-00	Taxes -Penalties	(45,000.00)		(45,000.00)	(6,192.22)	(650.64)		13.76	(38,807.78)
	Subtotal object - 04	(6,855,713.00)		(6,855,713.00)	(537,110.26)	(339,811.58)		7.834	(6,318,602.74)
300-4610-10-00	Interest Income	(45,000.00)		(45,000.00)	(11,517.26)	(3,392.78)		25.594	(33,482.74)
	Subtotal object - 04	(45,000.00)		(45,000.00)	(11,517.26)	(3,392.78)		25.594	(33,482.74)
Program number:	DEFAULT PROGRAM	(6,900,713.00)		(6,900,713.00)	(548,627.52)	(343,204.36)		7.95	(6,352,085.48)
Department number: 10	ADMINISTRATION	(6,900,713.00)		(6,900,713.00)	(548,627.52)	(343,204.36)		7.95	(6,352,085.48)
	Revenue Subtotal - - - - -	(6,900,713.00)		(6,900,713.00)	(548,627.52)	(343,204.36)		7.95	(6,352,085.48)
300-6186-10-00	2013 GO Ref Bond	165,000.00		165,000.00			165,000.00	0	
300-6189-10-00	2012 GO TX Bond Payment	190,000.00		190,000.00			190,000.00	0	
	Subtotal object - 06	355,000.00		355,000.00			355,000.00	0	
300-6200-10-00	Bond Administrative Fees	20,000.00		20,000.00				0	20,000.00
300-6201-10-00	2014 GO Debt payment	280,000.00		280,000.00			280,000.00	0	
300-6203-10-00	2015 GO Debt Payment	500,100.00		500,100.00			500,100.00	0	
300-6204-10-00	2015 CO Debt Payment	215,000.00		215,000.00			215,000.00	0	
300-6205-10-00	2016 GO Debt Payment	616,500.00		616,500.00			616,500.00	0	
300-6206-10-00	2016 CO Debt Payment	45,000.00		45,000.00			45,000.00	0	
300-6208-10-00	2017 GO Bond Payment	405,000.00		405,000.00			405,000.00	0	
300-6209-10-00	2018 GO Bond Payment	135,000.00		135,000.00			135,000.00	0	
300-6210-10-00	2018 CO Bond Payment	160,000.00		160,000.00			160,000.00	0	
300-6211-10-00	2019 CO Debt Payment	967,754.00		967,754.00			967,754.00	0	
300-6212-10-00	2019 GO Debt Payment	140,000.00		140,000.00			140,000.00	0	
300-6299-10-00	Bond Interest Expense	3,183,386.00		3,183,386.00			3,183,386.00	0	
	Subtotal object - 06	6,667,740.00		6,667,740.00			6,647,740.00	0	20,000.00
Program number:	DEFAULT PROGRAM	7,022,740.00		7,022,740.00			7,002,740.00	0	20,000.00
Department number: 10	ADMINISTRATION	7,022,740.00		7,022,740.00			7,002,740.00	0	20,000.00
	Expense Subtotal - - - - -	7,022,740.00		7,022,740.00			7,002,740.00	0	20,000.00
Fund number: 300	INTEREST AND SINKING	122,027.00		122,027.00	(548,627.52)	(343,204.36)	7,002,740.00		(6,332,085.48)
410-4510-10-99	Grant Revenue	(182,788.00)		(182,788.00)				0	(182,788.00)
	Subtotal object - 04	(182,788.00)		(182,788.00)				0	(182,788.00)
410-4610-10-99	Interest	(30,000.00)		(30,000.00)	(12,301.80)	(3,421.18)		41.006	(17,698.20)
	Subtotal object - 04	(30,000.00)		(30,000.00)	(12,301.80)	(3,421.18)		41.006	(17,698.20)
410-4910-10-99	Other Reimbursements	(124,600.00)		(124,600.00)	(220.00)			0.177	(124,380.00)
410-4995-10-99	Transfer In	(1,913,713.00)	(108,969.00)	(2,022,682.00)	(337,113.66)	(168,556.83)		16.667	(1,685,568.34)
	Subtotal object - 04	(2,038,313.00)	(108,969.00)	(2,147,282.00)	(337,333.66)	(168,556.83)		15.71	(1,809,948.34)

Program number: 99	NON-DEPARTMENTAL	(2,251,101.00)	(108,969.00)	(2,360,070.00)	(349,635.46)	(171,978.01)		14.815	(2,010,434.54)
Department number: 10	ADMINISTRATION	(2,251,101.00)	(108,969.00)	(2,360,070.00)	(349,635.46)	(171,978.01)		14.815	(2,010,434.54)
	Revenue Subtotal - - - - -	(2,251,101.00)	(108,969.00)	(2,360,070.00)	(349,635.46)	(171,978.01)		14.815	(2,010,434.54)
410-5220-10-03	Office Equipment	1,800.00		1,800.00				0	1,800.00
	Subtotal object - 05	1,800.00		1,800.00				0	1,800.00
Program number: 3	FINANCE	1,800.00		1,800.00				0	1,800.00
410-5220-10-05	Office Equipment	10,500.00		10,500.00				0	10,500.00
	Subtotal object - 05	10,500.00		10,500.00				0	10,500.00
410-6125-10-05	Capital-Equipment (Technology)	10,750.00		10,750.00				0	10,750.00
	Subtotal object - 06	10,750.00		10,750.00				0	10,750.00
Program number: 5	IT	21,250.00		21,250.00				0	21,250.00
410-5220-10-07	Office Equipment	1,800.00		1,800.00				0	1,800.00
	Subtotal object - 05	1,800.00		1,800.00				0	1,800.00
Program number: 7	MUNICIPAL COURT	1,800.00		1,800.00				0	1,800.00
410-5220-10-08	Office Equipment	2,700.00		2,700.00				0	2,700.00
	Subtotal object - 05	2,700.00		2,700.00				0	2,700.00
Program number: 8	UTILITY BILLING	2,700.00		2,700.00				0	2,700.00
Department number: 10	ADMINISTRATION	27,550.00		27,550.00				0	27,550.00
410-5220-20-01	Office Equipment	3,600.00		3,600.00				0	3,600.00
	Subtotal object - 05	3,600.00		3,600.00				0	3,600.00
410-6125-20-01	Capital-Equipment (Technology)	10,000.00		10,000.00				0	10,000.00
410-6140-20-01	CAPITAL EXPENSE-EQUIPMENT	6,000.00		6,000.00				0	6,000.00
410-6160-20-01	Capital-Vehicles	91,966.00		91,966.00			88,176.50	0	3,789.50
	Subtotal object - 06	107,966.00		107,966.00			88,176.50	0	19,789.50
Program number: 1	OPERATIONS	111,566.00		111,566.00			88,176.50	0	23,389.50
410-5220-20-05	Office Equipment	900.00		900.00				0	900.00
	Subtotal object - 05	900.00		900.00				0	900.00
410-6125-20-05	Capital-Equipment (Technology)	10,000.00		10,000.00				0	10,000.00
	Subtotal object - 06	10,000.00		10,000.00				0	10,000.00
Program number: 5	DISPATCH	10,900.00		10,900.00				0	10,900.00
Department number: 20	POLICE	122,466.00		122,466.00			88,176.50	0	34,289.50
410-5220-30-01	Office Equipment	3,600.00		3,600.00				0	3,600.00
	Subtotal object - 05	3,600.00		3,600.00				0	3,600.00
410-6160-30-01	Capital-Vehicles	354,870.00	108,969.00	463,839.00	55,123.00	55,123.00	174,165.00	11.884	234,551.00
410-6160-30-01-1931-EQ	Replacement Fire Engine		415,305.57	415,305.57			415,305.57	0	
	Subtotal object - 06	354,870.00	524,274.57	879,144.57	55,123.00	55,123.00	589,470.57	6.27	234,551.00
Program number: 1	OPERATIONS	358,470.00	524,274.57	882,744.57	55,123.00	55,123.00	589,470.57	6.245	238,151.00
410-6160-30-05	Capital-vehicles	40,823.00		40,823.00			41,682.00	0	(859.00)
	Subtotal object - 06	40,823.00		40,823.00			41,682.00	0	(859.00)
Program number: 5	MARSHAL	40,823.00		40,823.00			41,682.00	0	(859.00)
Department number: 30	FIRE	399,293.00	524,274.57	923,567.57	55,123.00	55,123.00	631,152.57	5.968	237,292.00
410-5220-40-01	Office Equipment	7,200.00		7,200.00				0	7,200.00
	Subtotal object - 05	7,200.00		7,200.00				0	7,200.00
Program number: 1	INSPECTIONS	7,200.00		7,200.00				0	7,200.00
410-5220-40-02	Office Equipment	900.00		900.00				0	900.00
	Subtotal object - 05	900.00		900.00				0	900.00
Program number: 2	CODE COMPLIANCE	900.00		900.00				0	900.00
410-5220-40-03	Office Equipment	3,600.00		3,600.00				0	3,600.00
	Subtotal object - 05	3,600.00		3,600.00				0	3,600.00
Program number: 3	PLANNING	3,600.00		3,600.00				0	3,600.00
Department number: 40	DEVELOPMENT SERVICES	11,700.00		11,700.00				0	11,700.00
410-5220-50-01	Office Equipment	900.00		900.00				0	900.00
	Subtotal object - 05	900.00		900.00				0	900.00
410-6160-50-01	Capital-Vehicles	58,129.00		58,129.00			58,102.40	0	26.60
	Subtotal object - 06	58,129.00		58,129.00			58,102.40	0	26.60

Program number: 1	STREETS	59,029.00		59,029.00			58,102.40	0	926.60
410-5220-50-02	Office Equipment	3,600.00		3,600.00				0	3,600.00
	Subtotal object - 05	3,600.00		3,600.00				0	3,600.00
410-6140-50-02	Capital-Equipment	20,000.00		20,000.00				0	20,000.00
410-6160-50-02	Capital-Vehicles	122,118.00	(31,196.00)	90,922.00			91,157.77	0	(235.77)
	Subtotal object - 06	142,118.00	(31,196.00)	110,922.00			91,157.77	0	19,764.23
Program number: 2	WATER	145,718.00	(31,196.00)	114,522.00			91,157.77	0	23,364.23
410-5220-50-03	Office Equipment	900.00		900.00				0	900.00
	Subtotal object - 05	900.00		900.00				0	900.00
410-6160-50-03	Capital-Vehicles	25,269.00		25,269.00			25,319.60	0	(50.60)
	Subtotal object - 06	25,269.00		25,269.00			25,319.60	0	(50.60)
Program number: 3	WASTEWATER	26,169.00		26,169.00			25,319.60	0	849.40
410-6160-50-98	Capital Expense - vehicles		31,196.00	31,196.00			31,183.00	0	13.00
	Subtotal object - 06		31,196.00	31,196.00			31,183.00	0	13.00
Program number: 98	CONSTRUCTION INSPECTIONS		31,196.00	31,196.00			31,183.00	0	13.00
Department number: 50	PUBLIC WORKS	230,916.00		230,916.00			205,762.77	0	25,153.23
410-5220-60-01	Office Equipment	2,700.00		2,700.00				0	2,700.00
	Subtotal object - 05	2,700.00		2,700.00				0	2,700.00
Program number: 1	PARK ADMINISTRATION	2,700.00		2,700.00				0	2,700.00
410-6160-60-02	Capital-vehicles	94,342.00		94,342.00			94,551.70	0	(209.70)
	Subtotal object - 06	94,342.00		94,342.00			94,551.70	0	(209.70)
Program number: 2	PARK OPERATIONS	94,342.00		94,342.00			94,551.70	0	(209.70)
410-5220-60-05	Office Equipment	5,400.00		5,400.00				0	5,400.00
	Subtotal object - 05	5,400.00		5,400.00				0	5,400.00
Program number: 5	LIBRARY	5,400.00		5,400.00				0	5,400.00
Department number: 60	COMMUNITY SERVICES	102,442.00		102,442.00			94,551.70	0	7,890.30
410-5220-98-01	Office Equipment	1,800.00		1,800.00				0	1,800.00
	Subtotal object - 05	1,800.00		1,800.00				0	1,800.00
Program number: 1	ENGINEERING	1,800.00		1,800.00				0	1,800.00
Department number: 98	ENGINEERING	1,800.00		1,800.00				0	1,800.00
	Expense Subtotal - - - - -	896,167.00	524,274.57	1,420,441.57	55,123.00	55,123.00	1,019,643.54	3.881	345,675.03
Fund number: 410	VEHICLE/EQUIPMENT REPLACEMENT	(1,354,934.00)	415,305.57	(939,628.43)	(294,512.46)	(116,855.01)	1,019,643.54	31.344	(1,664,759.51)
450-4001-98-02	Storm Drainage Utility Fee	(627,156.00)		(627,156.00)	(107,469.77)	(53,888.71)		17.136	(519,686.23)
450-4002-98-02	Drainage Review Fee	(6,000.00)		(6,000.00)	(850.00)	(850.00)		14.167	(5,150.00)
	Subtotal object - 04	(633,156.00)		(633,156.00)	(108,319.77)	(54,738.71)		17.108	(524,836.23)
450-4610-98-02	Interest Storm Utility	(5,000.00)		(5,000.00)	(1,754.96)	(500.10)		35.099	(3,245.04)
	Subtotal object - 04	(5,000.00)		(5,000.00)	(1,754.96)	(500.10)		35.099	(3,245.04)
Program number: 2	STORM DRAINAGE	(638,156.00)		(638,156.00)	(110,074.73)	(55,238.81)		17.249	(528,081.27)
Department number: 98	ENGINEERING	(638,156.00)		(638,156.00)	(110,074.73)	(55,238.81)		17.249	(528,081.27)
	Revenue Subtotal - - - - -	(638,156.00)		(638,156.00)	(110,074.73)	(55,238.81)		17.249	(528,081.27)
450-5110-98-02	Salaries	114,200.00	721.00	114,921.00	18,044.49	8,948.00		15.702	96,876.51
450-5115-98-02	Salaries-Overtime	1,390.00		1,390.00	587.92	269.26		42.296	802.08
450-5140-98-02	Salaries-Longevity Pay	245.00		245.00	245.00	245.00		100	
450-5145-98-02	Social Security Expense	7,160.00		7,160.00	1,124.16	563.54		15.701	6,035.84
450-5150-98-02	Medicare Expense	1,675.00		1,675.00	262.91	131.79		15.696	1,412.09
450-5155-98-02	SUTA Expense	324.00		324.00				0	324.00
450-5160-98-02	Health Insurance	21,843.00		21,843.00	2,974.68	1,487.34		13.618	18,868.32
450-5165-98-02	Dental Expense	841.00		841.00	140.16	70.08		16.666	700.84
450-5170-98-02	Life Insurance/AD&D	226.00		226.00	37.52	18.76		16.602	188.48
450-5175-98-02	Liability (TML) Workers Comp	2,465.00		2,465.00	405.69	203.53		16.458	2,059.31
450-5180-98-02	TMRs Expense	15,647.00		15,647.00	2,571.43	1,288.91		16.434	13,075.57
450-5185-98-02	Long/Short Term Disability	217.00		217.00	32.68	16.29		15.06	184.32
450-5186-98-02	WELLE-Wellness Prog Reimb Empl	600.00		600.00	100.00	50.00		16.667	500.00
	Subtotal object - 05	166,833.00	721.00	167,554.00	26,526.64	13,292.50		15.832	141,027.36
450-5210-98-02	Office Supplies	125.00		125.00				0	125.00

450-5220-98-02	Office Equipment	75.00		75.00				0	75.00
450-5230-98-02	Dues, Fees, & Subscriptions	1,370.00		1,370.00	427.00	386.00		31.168	943.00
450-5240-98-02	Postage and Delivery	50.00		50.00	5.00	4.00		10	45.00
450-5280-98-02	Printing and Reproduction	1,420.00		1,420.00				0	1,420.00
	Subtotal object - 05	3,040.00		3,040.00	432.00	390.00		14.211	2,608.00
450-5310-98-02	Rental Expense	2,000.00		2,000.00				0	2,000.00
450-5330-98-02	Copier Expense	30.00		30.00				0	30.00
450-5350-98-02	Vehicle Expense	1,000.00		1,000.00	6.00			0.6	994.00
450-5352-98-02	Fuel	1,800.00		1,800.00	120.73	120.73		6.707	1,679.27
450-5353-98-02	Oil/Grease/Inspections	125.00		125.00				0	125.00
	Subtotal object - 05	4,955.00		4,955.00	126.73	120.73		2.558	4,828.27
450-5400-98-02	Uniforms	1,100.00		1,100.00	464.75	464.75		42.25	635.25
450-5410-98-02	Professional Services-Storm Dr	500.00		500.00				0	500.00
450-5410-98-02-2003-DR	Prof Svcs Frontier Pk/Prest Lk	100,000.00		100,000.00				0	100,000.00
450-5430-98-02	Legal Fees	1,000.00		1,000.00				0	1,000.00
450-5480-98-02	Contract Services	2,345.00		2,345.00				0	2,345.00
450-5490-98-02	Drainage Review Expense	6,000.00		6,000.00	840.00	840.00		14	5,160.00
	Subtotal object - 05	110,945.00		110,945.00	1,304.75	1,304.75		1.176	109,640.25
450-5520-98-02	Telephones	1,200.00		1,200.00	149.94	74.97		12.495	1,050.06
450-5526-98-02	Data Network	460.00		460.00	75.98	37.99		16.517	384.02
450-5530-98-02	Travel/Lodging/Meals Expense	900.00		900.00				0	900.00
450-5533-98-02	Mileage Expense	200.00		200.00				0	200.00
450-5536-98-02	Training/Seminars	1,500.00		1,500.00	306.00	306.00		20.4	1,194.00
	Subtotal object - 05	4,260.00		4,260.00	531.92	418.96		12.486	3,728.08
450-5620-98-02	Tools & Equipment	500.00		500.00	229.00	229.00		45.8	271.00
450-5630-98-02	Safety Equipment	1,000.00		1,000.00				0	1,000.00
450-5640-98-02	Signs & Hardware	500.00		500.00				0	500.00
450-5650-98-02	Maintenance Materials	1,500.00		1,500.00				0	1,500.00
	Subtotal object - 05	3,500.00		3,500.00	229.00	229.00		6.543	3,271.00
450-6193-98-02	2012 CO Bond Payment	61,200.00		61,200.00			61,200.00	0	
	Subtotal object - 06	61,200.00		61,200.00			61,200.00	0	
450-6205-98-02	2016 CO Bond Payment	50,000.00		50,000.00			50,000.00	0	
450-6208-98-02	2017 CO Bond Payment	35,000.00		35,000.00			35,000.00	0	
450-6299-98-02	Bond Interest Expense	102,441.00		102,441.00			102,441.00	0	
	Subtotal object - 06	187,441.00		187,441.00			187,441.00	0	
450-7145-98-02	Transfer to VERF	3,963.00		3,963.00	660.50	330.25		16.667	3,302.50
450-7147-98-02	Transfer to GF	96,172.00		96,172.00	16,028.66	8,014.33		16.667	80,143.34
	Subtotal object - 07	100,135.00		100,135.00	16,689.16	8,344.58		16.667	83,445.84
Program number: 2	STORM DRAINAGE	642,309.00	721.00	643,030.00	45,840.20	24,100.52	248,641.00	7.129	348,548.80
Department number: 98	ENGINEERING	642,309.00	721.00	643,030.00	45,840.20	24,100.52	248,641.00	7.129	348,548.80
	Expense Subtotal - - - - -	642,309.00	721.00	643,030.00	45,840.20	24,100.52	248,641.00	7.129	348,548.80
Fund number: 450	STORM DRAINAGE UTILITY FUND	4,153.00	721.00	4,874.00	(64,234.53)	(31,138.29)	248,641.00		(179,532.47)
570-4537-10-00	Court Technology Revenue	(10,000.00)		(10,000.00)	(1,764.00)	(744.00)		17.64	(8,236.00)
	Subtotal object - 04	(10,000.00)		(10,000.00)	(1,764.00)	(744.00)		17.64	(8,236.00)
570-4610-10-00	Interest	(300.00)		(300.00)	(87.09)	(22.74)		29.03	(212.91)
	Subtotal object - 04	(300.00)		(300.00)	(87.09)	(22.74)		29.03	(212.91)
Program number:	DEFAULT PROGRAM	(10,300.00)		(10,300.00)	(1,851.09)	(766.74)		17.972	(8,448.91)
Department number: 10	ADMINISTRATION	(10,300.00)		(10,300.00)	(1,851.09)	(766.74)		17.972	(8,448.91)
	Revenue Subtotal - - - - -	(10,300.00)		(10,300.00)	(1,851.09)	(766.74)		17.972	(8,448.91)
570-5203-10-00	Court Technology Expense	10,000.00		10,000.00	2,514.79	2,514.79		25.148	7,485.21
	Subtotal object - 05	10,000.00		10,000.00	2,514.79	2,514.79		25.148	7,485.21
Program number:	DEFAULT PROGRAM	10,000.00		10,000.00	2,514.79	2,514.79		25.148	7,485.21
Department number: 10	ADMINISTRATION	10,000.00		10,000.00	2,514.79	2,514.79		25.148	7,485.21
	Expense Subtotal - - - - -	10,000.00		10,000.00	2,514.79	2,514.79		25.148	7,485.21
Fund number: 570	COURT TECHNOLOGY	(300.00)		(300.00)	663.70	1,748.05			(963.70)

580-4536-10-00	Court Security Revenue	(8,500.00)		(8,500.00)	(1,323.00)	(558.00)	15.565	(7,177.00)
	Subtotal object - 04	(8,500.00)		(8,500.00)	(1,323.00)	(558.00)	15.565	(7,177.00)
580-4610-10-00	Interest	(300.00)		(300.00)	(108.85)	(28.41)	36.283	(191.15)
	Subtotal object - 04	(300.00)		(300.00)	(108.85)	(28.41)	36.283	(191.15)
Program number:	DEFAULT PROGRAM	(8,800.00)		(8,800.00)	(1,431.85)	(586.41)	16.271	(7,368.15)
Department number: 10	ADMINISTRATION	(8,800.00)		(8,800.00)	(1,431.85)	(586.41)	16.271	(7,368.15)
	Revenue Subtotal - - - - -	(8,800.00)		(8,800.00)	(1,431.85)	(586.41)	16.271	(7,368.15)
580-5110-10-00	Salaries & Wages Payable	8,176.00		8,176.00			0	8,176.00
580-5145-10-00	Social Security Expense	507.00		507.00			0	507.00
580-5150-10-00	Medicare Expense	119.00		119.00			0	119.00
580-5155-10-00	SUTA expense	162.00		162.00			0	162.00
580-5175-10-00	Workers Comp	148.00		148.00			0	148.00
	Subtotal object - 05	9,112.00		9,112.00			0	9,112.00
580-5204-10-00	Court Security Expense				695.00		0	(695.00)
	Subtotal object - 05				695.00		0	(695.00)
580-5536-10-00	Training/Seminars	1,000.00		1,000.00			0	1,000.00
	Subtotal object - 05	1,000.00		1,000.00			0	1,000.00
Program number:	DEFAULT PROGRAM	10,112.00		10,112.00	695.00		6.873	9,417.00
Department number: 10	ADMINISTRATION	10,112.00		10,112.00	695.00		6.873	9,417.00
	Expense Subtotal - - - - -	10,112.00		10,112.00	695.00		6.873	9,417.00
Fund number: 580	COURT SECURITY	1,312.00		1,312.00	(736.85)	(586.41)	-56.162	2,048.85
590-4915-10-00	Escrow Income				(782.00)		0	782.00
	Subtotal object - 04				(782.00)		0	782.00
Program number:	DEFAULT PROGRAM				(782.00)		0	782.00
Department number: 10	ADMINISTRATION				(782.00)		0	782.00
	Revenue Subtotal - - - - -				(782.00)		0	782.00
590-7144-10-00	Transfer to CIP	1,354,577.00		1,354,577.00	782.00		0.058	1,353,795.00
	Subtotal object - 07	1,354,577.00		1,354,577.00	782.00		0.058	1,353,795.00
Program number:	DEFAULT PROGRAM	1,354,577.00		1,354,577.00	782.00		0.058	1,353,795.00
Department number: 10	ADMINISTRATION	1,354,577.00		1,354,577.00	782.00		0.058	1,353,795.00
	Expense Subtotal - - - - -	1,354,577.00		1,354,577.00	782.00		0.058	1,353,795.00
Fund number: 590	ESCROW	1,354,577.00		1,354,577.00			0	1,354,577.00
610-4045-60-00	Park Dedication-Fees	(200,000.00)		(200,000.00)			0	(200,000.00)
	Subtotal object - 04	(200,000.00)		(200,000.00)			0	(200,000.00)
610-4610-60-00	Interest Income	(25,000.00)		(25,000.00)	(6,044.85)	(1,636.71)	24.179	(18,955.15)
	Subtotal object - 04	(25,000.00)		(25,000.00)	(6,044.85)	(1,636.71)	24.179	(18,955.15)
Program number:	DEFAULT PROGRAM	(225,000.00)		(225,000.00)	(6,044.85)	(1,636.71)	2.687	(218,955.15)
Department number: 60	PARK DEDICATION	(225,000.00)		(225,000.00)	(6,044.85)	(1,636.71)	2.687	(218,955.15)
	Revenue Subtotal - - - - -	(225,000.00)		(225,000.00)	(6,044.85)	(1,636.71)	2.687	(218,955.15)
Fund number: 610	PARK DEDICATION FEE FUND	(225,000.00)		(225,000.00)	(6,044.85)	(1,636.71)	2.687	(218,955.15)
620-4055-60-00	Park Improvement	(100,000.00)		(100,000.00)			0	(100,000.00)
	Subtotal object - 04	(100,000.00)		(100,000.00)			0	(100,000.00)
620-4510-60-00	Grant Revenue	(500,000.00)		(500,000.00)			0	(500,000.00)
	Subtotal object - 04	(500,000.00)		(500,000.00)			0	(500,000.00)
620-4610-60-00	Interest Income	(15,000.00)		(15,000.00)	(5,439.98)	(1,466.22)	36.267	(9,560.02)
	Subtotal object - 04	(15,000.00)		(15,000.00)	(5,439.98)	(1,466.22)	36.267	(9,560.02)
Program number:	DEFAULT PROGRAM	(615,000.00)		(615,000.00)	(5,439.98)	(1,466.22)	0.885	(609,560.02)
Department number: 60	PARK IMPROVEMENT	(615,000.00)		(615,000.00)	(5,439.98)	(1,466.22)	0.885	(609,560.02)
	Revenue Subtotal - - - - -	(615,000.00)		(615,000.00)	(5,439.98)	(1,466.22)	0.885	(609,560.02)
620-5410-60-00-1910-PK	Hike & Bike Master Plan		56,187.50	56,187.50			56,187.50	0
620-5489-60-00	Developer Reimbursement	15,955.00		15,955.00			0	15,955.00
	Subtotal object - 05	15,955.00	56,187.50	72,142.50			56,187.50	0
620-6610-60-00-1801-PK	Cockrell Park Trail Connection	500,000.00	35,200.00	535,200.00			35,200.00	0
620-6610-60-00-1802-PK	Hays Park	35,000.00	18,500.00	53,500.00		14,455.91	18,500.00	0
620-6610-60-00-1911-PK	Pecan Grove H&B Trail	30,000.00		30,000.00			0	30,000.00

620-6610-60-00-2015-PK	Pecan Grove Park	85,000.00		85,000.00				0	85,000.00
	Subtotal object - 06	650,000.00	53,700.00	703,700.00	14,455.91	53,700.00		0	650,000.00
Program number:	DEFAULT PROGRAM	665,955.00	109,887.50	775,842.50	14,455.91	109,887.50		0	665,955.00
Department number: 60	PARK IMPROVEMENT	665,955.00	109,887.50	775,842.50	14,455.91	109,887.50		0	665,955.00
	Expense Subtotal - - - - -	665,955.00	109,887.50	775,842.50	14,455.91	109,887.50		0	665,955.00
Fund number: 620	PARK IMPROVEMENT	50,955.00	109,887.50	160,842.50	(5,439.98)	12,989.69	109,887.50	-3.382	56,394.98
630-4015-50-00	Impact Fees	(3,000,000.00)		(3,000,000.00)	(688,243.00)	(377,778.00)		22.941	(2,311,757.00)
	Subtotal object - 04	(3,000,000.00)		(3,000,000.00)	(688,243.00)	(377,778.00)		22.941	(2,311,757.00)
630-4615-50-00	Interest	(45,000.00)		(45,000.00)	(9,723.38)	(2,773.32)		21.608	(35,276.62)
	Subtotal object - 04	(45,000.00)		(45,000.00)	(9,723.38)	(2,773.32)		21.608	(35,276.62)
Program number:	DEFAULT PROGRAM	(3,045,000.00)		(3,045,000.00)	(697,966.38)	(380,551.32)		22.922	(2,347,033.62)
Department number: 50	IMPACT FEES	(3,045,000.00)		(3,045,000.00)	(697,966.38)	(380,551.32)		22.922	(2,347,033.62)
	Revenue Subtotal - - - - -	(3,045,000.00)		(3,045,000.00)	(697,966.38)	(380,551.32)		22.922	(2,347,033.62)
630-5489-50-00-8002-DV	Dev Agrmt-Prsp Prtnrs West	50,910.00		50,910.00				0	50,910.00
630-5489-50-00-8006-DV	Dev Agrmnt-Parks @ Legacy	150,000.00		150,000.00				0	150,000.00
630-5489-50-00-8011-DV	Dev Agrment-Star Trail	450,000.00		450,000.00				0	450,000.00
630-5489-50-00-8012-DV	Dev Agrmnt-TVG Windsong	280,000.00		280,000.00				0	280,000.00
	Subtotal object - 05	930,910.00		930,910.00				0	930,910.00
630-6610-50-00-1715-WA	County Line Elevated Storage		55,970.29	55,970.29		55,970.29		0	
630-6610-50-00-1716-WA	24 WL Conn. Cnty Line EST/DNT		139,307.29	139,307.29		139,307.29		0	
	Subtotal object - 06		195,277.58	195,277.58		195,277.58		0	
Program number:	DEFAULT PROGRAM	930,910.00	195,277.58	1,126,187.58		195,277.58		0	930,910.00
Department number: 50	IMPACT FEES	930,910.00	195,277.58	1,126,187.58		195,277.58		0	930,910.00
	Expense Subtotal - - - - -	930,910.00	195,277.58	1,126,187.58		195,277.58		0	930,910.00
Fund number: 630	WATER IMPACT FEES	(2,114,090.00)	195,277.58	(1,918,812.42)	(697,966.38)	(380,551.32)	195,277.58	36.375	(1,416,123.62)
640-4020-50-00	Impact Fees	(850,000.00)		(850,000.00)	(239,788.00)	(145,960.00)		28.21	(610,212.00)
	Subtotal object - 04	(850,000.00)		(850,000.00)	(239,788.00)	(145,960.00)		28.21	(610,212.00)
640-4620-50-00	Interest	(35,000.00)		(35,000.00)	(8,688.68)	(2,398.24)		24.825	(26,311.32)
	Subtotal object - 04	(35,000.00)		(35,000.00)	(8,688.68)	(2,398.24)		24.825	(26,311.32)
640-4905-50-00	Equity Fee	(200,000.00)		(200,000.00)	(53,000.00)	(28,000.00)		26.5	(147,000.00)
	Subtotal object - 04	(200,000.00)		(200,000.00)	(53,000.00)	(28,000.00)		26.5	(147,000.00)
Program number:	DEFAULT PROGRAM	(1,085,000.00)		(1,085,000.00)	(301,476.68)	(176,358.24)		27.786	(783,523.32)
Department number: 50	IMPACT FEES	(1,085,000.00)		(1,085,000.00)	(301,476.68)	(176,358.24)		27.786	(783,523.32)
	Revenue Subtotal - - - - -	(1,085,000.00)		(1,085,000.00)	(301,476.68)	(176,358.24)		27.786	(783,523.32)
640-5489-50-00	DEVELOPER AGREEMENT REIMBURSE	100,000.00	(100,000.00)					0	
640-5489-50-00-8001-DV	Dev Agrmt TVG Westside Util	250,000.00		250,000.00				0	250,000.00
640-5489-50-00-8002-DV	Dev Agrmt Propser Partners	75,000.00		75,000.00				0	75,000.00
640-5489-50-00-8004-DV	Dev Agrmt Frontier Estates	51,225.00		51,225.00				0	51,225.00
640-5489-50-00-8005-DV	Dev Agrmnt LaCima	50,000.00		50,000.00				0	50,000.00
640-5489-50-00-8008-DV	Dev Agrmnt Brookhollow	25,000.00		25,000.00				0	25,000.00
640-5489-50-00-8011-DV	Dev Agrment Star Trail	100,000.00		100,000.00				0	100,000.00
640-5489-50-00-8012-DV	Dev Agrmnt TVG Windsong	200,000.00		200,000.00				0	200,000.00
640-5489-50-00-8013-DV	Dev Agrmnt All Storage	15,000.00		15,000.00				0	15,000.00
640-5489-50-00-8014-DV	Dev Agrmnt Legacy Garden		100,000.00	100,000.00				0	100,000.00
	Subtotal object - 05	866,225.00		866,225.00				0	866,225.00
Program number:	DEFAULT PROGRAM	866,225.00		866,225.00				0	866,225.00
Department number: 50	IMPACT FEES	866,225.00		866,225.00				0	866,225.00
	Expense Subtotal - - - - -	866,225.00		866,225.00				0	866,225.00
Fund number: 640	WASTEWATER IMPACT FEES	(218,775.00)		(218,775.00)	(301,476.68)	(176,358.24)		137.802	82,701.68
660-4040-50-00	East Thoroughfare Impact Fees	(1,000,000.00)		(1,000,000.00)	(365,609.35)	(155,265.44)		36.561	(634,390.65)
	Subtotal object - 04	(1,000,000.00)		(1,000,000.00)	(365,609.35)	(155,265.44)		36.561	(634,390.65)
660-4610-50-00	Interest	(25,000.00)		(25,000.00)	(5,823.46)	(1,704.91)		23.294	(19,176.54)
	Subtotal object - 04	(25,000.00)		(25,000.00)	(5,823.46)	(1,704.91)		23.294	(19,176.54)
660-4910-50-00	Other Revenue	(132,438.00)		(132,438.00)				0	(132,438.00)
	Subtotal object - 04	(132,438.00)		(132,438.00)				0	(132,438.00)

Program number:	DEFAULT PROGRAM	(1,157,438.00)		(1,157,438.00)	(371,432.81)	(156,970.35)		32.091	(786,005.19)
Department number: 50	IMPACT FEES	(1,157,438.00)		(1,157,438.00)	(371,432.81)	(156,970.35)		32.091	(786,005.19)
	Revenue								
	Subtotal - - - - -	(1,157,438.00)		(1,157,438.00)	(371,432.81)	(156,970.35)		32.091	(786,005.19)
660-5489-50-00	DEVELOPER AGREEMENT REIMBURSE	300,000.00	(300,000.00)					0	
660-5489-50-00-8015-DV	Dev Agrmnt Tanners Mill		300,000.00	300,000.00				0	300,000.00
	Subtotal object - 05	300,000.00		300,000.00				0	300,000.00
660-6610-50-00-1709-ST	Prosper Trail (Coit - Custer)		39,997.17	39,997.17			39,997.17	0	
660-6610-50-00-1710-ST	Coit Road (First - Frontier)		506,027.40	506,027.40			506,027.40	0	
660-6610-50-00-1805-ST	FM2478 ROW (US380-FM1461)	69,168.00	(69,168.00)					0	
660-6610-50-00-1825-ST	COLEMAN (GORGEIOUS-PROSPER TRL)	250,000.00		250,000.00				0	250,000.00
660-6610-50-00-1932-ST	Coit Rd and US380	35,000.00		35,000.00				0	35,000.00
660-6610-50-00-2005-TR	Traffic Signal-Coit & Richland	300,000.00		300,000.00				0	300,000.00
	Subtotal object - 06	654,168.00	476,856.57	1,131,024.57			546,024.57	0	585,000.00
660-7144-50-00	Transfer to Capital Proj Fund		69,168.00	69,168.00	69,168.00			100	
	Subtotal object - 07		69,168.00	69,168.00	69,168.00			100	
Program number:	DEFAULT PROGRAM	954,168.00	546,024.57	1,500,192.57	69,168.00		546,024.57	4.611	885,000.00
Department number: 50	IMPACT FEES	954,168.00	546,024.57	1,500,192.57	69,168.00		546,024.57	4.611	885,000.00
	Expense								
	Subtotal - - - - -	954,168.00	546,024.57	1,500,192.57	69,168.00		546,024.57	4.611	885,000.00
Fund number: 660	E THOROUGHFARE IMPACT FEES	(203,270.00)	546,024.57	342,754.57	(302,264.81)	(156,970.35)	546,024.57	-88.187	98,994.81
670-4530-10-00	Police Donation Inc	(15,000.00)		(15,000.00)	(2,183.00)	(1,091.00)		14.553	(12,817.00)
670-4531-10-00	Fire Donations	(13,200.00)		(13,200.00)	(2,228.00)	(1,114.00)		16.879	(10,972.00)
670-4535-10-00	Child Safety Inc	(12,000.00)		(12,000.00)	(410.93)			3.424	(11,589.07)
	Subtotal object - 04	(40,200.00)		(40,200.00)	(4,821.93)	(2,205.00)		11.995	(35,378.07)
670-4610-10-00	Interest Income	(5,400.00)		(5,400.00)	(1,263.69)	(346.66)		23.402	(4,136.31)
	Subtotal object - 04	(5,400.00)		(5,400.00)	(1,263.69)	(346.66)		23.402	(4,136.31)
Program number:	DEFAULT PROGRAM	(45,600.00)		(45,600.00)	(6,085.62)	(2,551.66)		13.346	(39,514.38)
Department number: 10	ADMINISTRATION	(45,600.00)		(45,600.00)	(6,085.62)	(2,551.66)		13.346	(39,514.38)
	Revenue								
	Subtotal - - - - -	(45,600.00)		(45,600.00)	(6,085.62)	(2,551.66)		13.346	(39,514.38)
670-5205-10-00	Police Donation Exp	60,416.00		60,416.00				0	60,416.00
670-5206-10-00	Fire Dept Donation Exp	17,826.00		17,826.00				0	17,826.00
670-5208-10-00	Child Safety Expense	5,000.00		5,000.00				0	5,000.00
670-5212-10-00	Tree Mitigation Expense	50,000.00		50,000.00				0	50,000.00
670-5292-10-00	PD Seizure Expense	1,646.00	8,817.00	10,463.00			8,817.00	0	1,646.00
	Subtotal object - 05	134,888.00	8,817.00	143,705.00			8,817.00	0	134,888.00
Program number:	DEFAULT PROGRAM	134,888.00	8,817.00	143,705.00			8,817.00	0	134,888.00
Department number: 10	ADMINISTRATION	134,888.00	8,817.00	143,705.00			8,817.00	0	134,888.00
	Expense								
	Subtotal - - - - -	134,888.00	8,817.00	143,705.00			8,817.00	0	134,888.00
Fund number: 670	SPECIAL REVENUE-DONATIONS	89,288.00	8,817.00	98,105.00	(6,085.62)	(2,551.66)	8,817.00	-6.203	95,373.62
680-4041-50-00	W Thoroughfare Impact Fees	(2,500,000.00)		(2,500,000.00)	(449,935.54)	(285,390.54)		17.997	(2,050,064.46)
	Subtotal object - 04	(2,500,000.00)		(2,500,000.00)	(449,935.54)	(285,390.54)		17.997	(2,050,064.46)
680-4610-50-00	Interest	(30,000.00)		(30,000.00)	(7,270.35)	(1,591.25)		24.235	(22,729.65)
	Subtotal object - 04	(30,000.00)		(30,000.00)	(7,270.35)	(1,591.25)		24.235	(22,729.65)
680-4910-50-00	Other Revenue	(110,980.00)		(110,980.00)				0	(110,980.00)
	Subtotal object - 04	(110,980.00)		(110,980.00)				0	(110,980.00)
Program number:	DEFAULT PROGRAM	(2,640,980.00)		(2,640,980.00)	(457,205.89)	(286,981.79)		17.312	(2,183,774.11)
Department number: 50	IMPACT FEES	(2,640,980.00)		(2,640,980.00)	(457,205.89)	(286,981.79)		17.312	(2,183,774.11)
	Revenue								
	Subtotal - - - - -	(2,640,980.00)		(2,640,980.00)	(457,205.89)	(286,981.79)		17.312	(2,183,774.11)
680-5410-50-00-2012-ST	Fishtrap (Elem-DNT)	100,000.00	(100,000.00)					0	
680-5489-50-00	DEVELOPER AGREEMENT REIMBURSE	750,000.00	(750,000.00)					0	
680-5489-50-00-8006-DV	Development Agrmnt Parks/Legac	300,000.00		300,000.00				0	300,000.00
680-5489-50-00-8007-DV	TVG West Propser Rds Impact Fe	600,000.00		600,000.00				0	600,000.00
680-5489-50-00-8011-DV	Dev Agrment Star Trail	750,000.00		750,000.00				0	750,000.00
680-5489-50-00-8012-DV	Dev Agrmnt Tellus Windsong		750,000.00	750,000.00				0	750,000.00
	Subtotal object - 05	2,500,000.00	(100,000.00)	2,400,000.00				0	2,400,000.00
680-6410-50-00-1708-ST	Land Acq. Cook Lane					0.86		0	(0.86)

	Subtotal object - 06			0.86				0	(0.86)
680-6610-50-00-1708-ST	Cook Lane (First - End)		667,822.26	667,822.26	16,550.00	569,114.88	146,459.57	2.478	504,812.69
680-6610-50-00-1928-TR	Traffic Signal (Fishtrap/Teel)	250,000.00		250,000.00				0	250,000.00
680-6610-50-00-2004-TR	Traffic Signal (Fishtrap/Gee)	300,000.00		300,000.00				0	300,000.00
680-6610-50-00-2006-TR	Traffic Signal(Fishtrap/Wndns)	50,000.00		50,000.00				0	50,000.00
680-6610-50-00-2013-ST	Teel - 380 Intersection Imp	100,000.00		100,000.00				0	100,000.00
	Subtotal object - 06	700,000.00	667,822.26	1,367,822.26	16,550.00	569,114.88	146,459.57	1.21	1,204,812.69
680-7144-50-00	Transfer to Capital Proj Fund		100,000.00	100,000.00	100,000.00			100	
	Subtotal object - 07		100,000.00	100,000.00	100,000.00			100	
Program number:	DEFAULT PROGRAM	3,200,000.00	667,822.26	3,867,822.26	116,550.86	569,114.88	146,459.57	3.013	3,604,811.83
Department number: 50	IMPACT FEES	3,200,000.00	667,822.26	3,867,822.26	116,550.86	569,114.88	146,459.57	3.013	3,604,811.83
	Expense Subtotal - - - - -	3,200,000.00	667,822.26	3,867,822.26	116,550.86	569,114.88	146,459.57	3.013	3,604,811.83
Fund number: 680	W THOROUGHFARE IMPACT FEES	559,020.00	667,822.26	1,226,842.26	(340,655.03)	282,133.09	146,459.57	-27.767	1,421,037.72
730-4530-10-00	Employee Health Contributions	(555,930.00)		(555,930.00)	(93,660.86)	(45,582.20)		16.848	(462,269.14)
730-4531-10-00	Employee Dental Contributions	(99,166.00)		(99,166.00)	(11,659.32)	(7,824.02)		11.757	(87,506.68)
730-4535-10-00	Employer Health Contributions	(2,243,374.00)		(2,243,374.00)	(305,299.65)	(152,982.17)		13.609	(1,938,074.35)
730-4536-10-00	Employer Dental Contributions	(92,591.00)		(92,591.00)	(10,630.36)	(7,169.34)		11.481	(81,960.64)
730-4537-10-00	Employer HSA Contributions	(193,421.00)		(193,421.00)				0	(193,421.00)
730-4540-10-00	Contractor Insurance Premium				(3,777.32)	(1,888.66)		0	3,777.32
	Subtotal object - 04	(3,184,482.00)		(3,184,482.00)	(425,027.51)	(215,446.39)		13.347	(2,759,454.49)
730-4610-10-00	Interest Income	(7,000.00)		(7,000.00)	(2,026.64)	(562.62)		28.952	(4,973.36)
	Subtotal object - 04	(7,000.00)		(7,000.00)	(2,026.64)	(562.62)		28.952	(4,973.36)
Program number:	DEFAULT PROGRAM	(3,191,482.00)	(3,191,482.00)	(427,054.15)	(216,009.01)			13.381	(2,764,427.85)
Department number: 10	ADMINISTRATION	(3,191,482.00)	(3,191,482.00)	(427,054.15)	(216,009.01)			13.381	(2,764,427.85)
	Revenue Subtotal - - - - -	(3,191,482.00)	(3,191,482.00)	(427,054.15)	(216,009.01)			13.381	(2,764,427.85)
730-5160-10-00	Health Insurance	2,570,237.00		2,570,237.00	290,272.32	149,479.56		11.294	2,279,964.68
730-5161-10-00	PCORI Fees	990.00		990.00				0	990.00
730-5162-10-00	HSA Expense	193,421.00		193,421.00	2,805.38	1,178.52		1.45	190,615.62
730-5165-10-00	Dental Insurance	191,758.00		191,758.00	44,690.75	15,285.69		23.306	147,067.25
730-5170-10-00	Life Insurance/AD&D	42,000.00		42,000.00	9,246.04			22.014	32,753.96
730-5185-10-00	Long/Short Term Disability	31,200.00		31,200.00	7,029.61			22.531	24,170.39
	Subtotal object - 05	3,029,606.00	3,029,606.00	354,044.10	165,943.77			11.686	2,675,561.90
730-5410-10-00	Professional Services	25,000.00		25,000.00	20,000.00			80	5,000.00
730-5480-10-00	Contract Services	45,335.00	3,800.00	49,135.00	14,529.40	7,377.80	3,800.00	29.57	30,805.60
	Subtotal object - 05	70,335.00	3,800.00	74,135.00	34,529.40	7,377.80	3,800.00	46.576	35,805.60
730-5600-10-00	Special Events	12,000.00		12,000.00				0	12,000.00
	Subtotal object - 05	12,000.00		12,000.00				0	12,000.00
Program number:	DEFAULT PROGRAM	3,111,941.00	3,800.00	3,115,741.00	388,573.50	173,321.57	3,800.00	12.471	2,723,367.50
Department number: 10	ADMINISTRATION	3,111,941.00	3,800.00	3,115,741.00	388,573.50	173,321.57	3,800.00	12.471	2,723,367.50
	Expense Subtotal - - - - -	3,111,941.00	3,800.00	3,115,741.00	388,573.50	173,321.57	3,800.00	12.471	2,723,367.50
Fund number: 730	EMPLOYEE HEALTH/INSURANCE FUND	(79,541.00)	3,800.00	(75,741.00)	(38,480.65)	(42,687.44)	3,800.00	50.806	(41,060.35)
750-4610-10-00	Interest Income				(51,800.68)	(13,076.66)		0	51,800.68
750-4612-10-00	Interest-2006 Bond				(154.78)	(71.93)		0	154.78
750-4618-10-00	Interest TXDOT Contributions				(165.44)	(77.16)		0	165.44
	Subtotal object - 04				(52,120.90)	(13,225.75)		0	52,120.90
750-4993-10-00	Transfer from Impact Fees		(169,168.00)	(169,168.00)	(169,168.00)			100	
750-4995-10-00	Transfer In	393,598.00	(2,185,123.00)	(1,791,525.00)	(1,398,709.00)	(147,927.00)		78.074	(392,816.00)
750-4997-10-00	Transfers In - Bond Funds				(496,715.47)			0	496,715.47
750-4999-10-00	Bond Proceeds	12,390,000.00	(24,780,000.00)	(12,390,000.00)				0	(12,390,000.00)
	Subtotal object - 04	12,783,598.00	(27,134,291.00)	(14,350,693.00)	(2,064,592.47)	(147,927.00)		14.387	(12,286,100.53)
Program number:	DEFAULT PROGRAM	12,783,598.00	(27,134,291.00)	(14,350,693.00)	(2,116,713.37)	(161,152.75)		14.75	(12,233,979.63)
Department number: 10	CAPITAL PROJECTS	12,783,598.00	(27,134,291.00)	(14,350,693.00)	(2,116,713.37)	(161,152.75)		14.75	(12,233,979.63)
	Revenue Subtotal - - - - -	12,783,598.00	(27,134,291.00)	(14,350,693.00)	(2,116,713.37)	(161,152.75)		14.75	(12,233,979.63)
750-5405-10-00-1507-ST	W Prosper Rd Land Acq Svcs				250.00			0	(250.00)
750-5405-10-00-1710-ST	Coit Rd(First-Frontier) 4 Lns	800,000.00		800,000.00				0	800,000.00

750-5405-10-00-1823-ST	Victory Way Acq Svcs				30,000.00			0	(30,000.00)
750-5410-10-00-1723-PK	HWY 289 Gateway Monument	1,125.00	1,125.00			1,125.00		0	
750-5410-10-00-1813-PK	US380 Median Design	6,000.00	6,000.00			6,000.00		0	
750-5410-10-00-1823-ST	Victory Way (Coleman-Frontier)		68,812.40	68,812.40				0	2,400.00
750-5410-10-00-1824-ST	Fishtrap - Teel Int Improve	96,450.00	13,174.81	109,624.81				0	96,450.00
750-5410-10-00-1825-ST	Coleman (Gorgeous-Prosper Trl)		4,585.41	4,585.41	1,157.16	1,157.16		25.236	(1,157.16)
750-5410-10-00-1830-ST	Prosper Trl (DNT Intersection)		4,804.80	4,804.80				0	
750-5410-10-00-1904-FC	PS Facility Development Costs		550,000.00	550,000.00				0	550,000.00
750-5410-10-00-1921-PK	Town Hall Open Space Enhancemn		5,975.00	5,975.00				0	
750-5410-10-00-1923-ST	Fishtrap Section 1 & 4		202,500.00	202,500.00	148,200.00	78,000.00	202,500.00	73.185	(148,200.00)
750-5410-10-00-1926-PK	Whitley Place H&B Trail Extens	10,000.00		10,000.00				0	10,000.00
750-5410-10-00-1928-TR	Traffic Signal Fishtrap/Teel		21,122.00	21,122.00	6,092.00	6,092.00	21,122.00	28.842	(6,092.00)
750-5410-10-00-2012-ST	Firstrap (Elem-DNT) 4 Lanes	800,000.00	100,000.00	900,000.00				0	900,000.00
750-5410-10-00-2014-ST	First St (Coit-Custer) 4 Lns	1,000,000.00		1,000,000.00				0	1,000,000.00
750-5410-10-00-2015-PK	Pecan Grove Phase II	67,000.00		67,000.00				0	67,000.00
750-5419-10-00-1511-ST	Prosper Trail (Kroger to Coit)		17,915.00	17,915.00			17,915.00	0	
750-5419-10-00-1512-ST	First Street (DNT to Coleman)		118,546.49	118,546.49			118,546.49	0	
750-5430-10-00-1507-ST	Legal Fees-W Prosper Rd Improv				3,978.85	3,978.85		0	(3,978.85)
750-5430-10-00-1708-ST	Lgl Fees Cook Lane (First-End)				779.00	779.00		0	(779.00)
750-5430-10-00-1721-ST	Acacia Parkway Legal Fees				19,226.72	19,226.72		0	(19,226.72)
750-5430-10-00-1923-ST	Legal - Fishtrap Sec. 1 and 4				1,798.21	1,798.21		0	(1,798.21)
	Subtotal object - 05	2,773,450.00	1,114,560.91	3,888,010.91	211,481.94	111,031.94	462,160.91	5.439	3,214,368.06
750-6110-10-00-1805-ST	FM2478 (US380-FM1461)		243,373.00	243,373.00				0	243,373.00
750-6140-10-00-1901-EQ	Aerial Ladder Truck		227,305.28	227,305.28	67,797.14	32,223.74	139,820.02	29.826	19,688.12
750-6160-10-00-1901-EQ	Aerial Ladder Truck		982,701.29	982,701.29			982,701.29	0	
	Subtotal object - 06		1,453,379.57	1,453,379.57	67,797.14	32,223.74	1,122,521.31	4.665	263,061.12
750-6610-10-00-1412-ST	Downtown Enhancements		20,040.00	20,040.00	(1,960.00)	(1,960.00)	20,040.00	-9.78	1,960.00
750-6610-10-00-1507-ST	West Prosper Rd Improvements	3,404,618.00	82,032.24	3,486,650.24	618,119.05	618,119.05	82,032.24	17.728	2,786,498.95
750-6610-10-00-1511-ST	Prosper Trail (Kroger to Coit)	208,166.00	1,098,023.26	1,306,189.26	58,188.00	58,188.00	1,098,023.26	4.455	149,978.00
750-6610-10-00-1513-ST	Old Town Streets		15,903.99	15,903.99			27,244.34	0	(11,340.35)
750-6610-10-00-1701-ST	Eighth Street (Church-PISD)		5,758.55	5,758.55	3,656.71	3,656.71	5,758.54	63.501	(3,656.70)
750-6610-10-00-1702-ST	Field Street (First-Broadway)		1,547.20	1,547.20	1,557.25	1,557.25	1,547.20	100.65	(1,557.25)
750-6610-10-00-1708-ST	Cook Lane (First-End)	2,100,000.00		2,100,000.00				0	2,100,000.00
750-6610-10-00-1713-FC	Public Safety Complex, Ph 1		288,146.44	288,146.44	19,047.25	19,047.25	313,046.44	6.61	(43,947.25)
750-6610-10-00-1714-FC	Town Hall FFE		18,847.71	18,847.71	6,665.56	1,171.08	28,739.75	35.365	(16,557.60)
750-6610-10-00-1723-PK	HWY 289 Gateway Monument		26,186.54	26,186.54	4,427.65		26,186.54	16.908	(4,427.65)
750-6610-10-00-1801-PK	Whitley Place H&B Trail Extens		8,437.50	8,437.50			8,437.50	0	
750-6610-10-00-1803-ST	Fifth St (Coleman-Church)		2,511.69	2,511.69	7,191.09	7,191.09	2,511.69	286.305	(7,191.09)
750-6610-10-00-1804-ST	Third St (Main-Coleman)		5,714.20	5,714.20			5,714.20	0	
750-6610-10-00-1809-FC	Parks and Public Works Complex				5.19			0	(5.19)
750-6610-10-00-1819-ST	Coleman Street (At Prosper HS)	90,000.00		90,000.00				0	90,000.00
750-6610-10-00-1823-ST	Victory Way (Coleman-Frontier)		2,250,000.00	2,250,000.00				0	2,250,000.00
750-6610-10-00-1824-ST	Fishtrap-Teel Intersection Imp	1,350,000.00		1,350,000.00				0	1,350,000.00
750-6610-10-00-1825-ST	Coleman (Gorgeous-Prosper Trl)		10,570.00	10,570.00	10,570.00	10,570.00	10,570.00	100	(10,570.00)
750-6610-10-00-1827-TR	US 380 Median Lighting		485,000.00	485,000.00				0	485,000.00
750-6610-10-00-1830-ST	Prosper Trl (DNT Intersection)	1,600,000.00		1,600,000.00				0	1,600,000.00
750-6610-10-00-1905-FC	PS Facility-Construction		10,391,848.82	10,391,848.82	1,222,682.46		10,189,714.82	11.766	(1,020,548.46)
750-6610-10-00-1906-FC	Public Safety Complex FFE		1,165,000.00	1,165,000.00			485,165.76	0	679,834.24
750-6610-10-00-1909-TR	Traffic Signal (Coit & First)		288,244.00	288,244.00	70,192.51		288,244.00	24.352	(70,192.51)
750-6610-10-00-1926-PK	Whitley Place H&B Trail Extens	270,000.00		270,000.00				0	270,000.00
750-6610-10-00-1929-ST	BNSF Quiet Zone First/Fifth		145,000.00	145,000.00				0	145,000.00
750-6610-10-00-2008-ST	Prosper Trl(Coit-Custer) 2Lns	4,750,000.00	1,372,000.00	6,122,000.00			122,000.00	0	6,000,000.00
750-6610-10-00-2009-ST	Fishtrap, Seg 1 (Teel-Mid Sch)	1,190,000.00		1,190,000.00				0	1,190,000.00
750-6610-10-00-2016-PK	Frontier Park Storage		147,927.00	147,927.00				0	147,927.00
	Subtotal object - 06	14,962,784.00	17,828,739.14	32,791,523.14	2,020,342.72	717,540.42	12,714,976.28	6.161	18,056,204.14

Program number:	DEFAULT PROGRAM	17,736,234.00	20,396,679.62	38,132,913.62	2,299,621.80	860,796.11	14,299,658.50	6.031	21,533,633.32
Department number: 10	CAPITAL PROJECTS	17,736,234.00	20,396,679.62	38,132,913.62	2,299,621.80	860,796.11	14,299,658.50	6.031	21,533,633.32
	Expense Subtotal - - - - -	17,736,234.00	20,396,679.62	38,132,913.62	2,299,621.80	860,796.11	14,299,658.50	6.031	21,533,633.32
Fund number: 750	CAPITAL PROJECTS	30,519,832.00	(6,737,611.38)	23,782,220.62	182,908.43	699,643.36	14,299,658.50	0.769	9,299,653.69
760-4610-10-00	Interest Income				(30,202.25)	(6,527.82)		0	30,202.25
	Subtotal object - 04				(30,202.25)	(6,527.82)		0	30,202.25
760-4995-10-00	Transfers In		(3,051,275.00)	(3,051,275.00)	(3,051,275.00)			100	
760-4997-10-00	Transfers In - Bond Funds				(1,610,425.42)			0	1,610,425.42
	Subtotal object - 04		(3,051,275.00)	(3,051,275.00)	(4,661,700.42)			152.779	1,610,425.42
Program number:	DEFAULT PROGRAM		(3,051,275.00)	(3,051,275.00)	(4,691,902.67)	(6,527.82)		153.769	1,640,627.67
Department number: 10	CAPITAL PROJECTS-W/S		(3,051,275.00)	(3,051,275.00)	(4,691,902.67)	(6,527.82)		153.769	1,640,627.67
	Revenue Subtotal - - - - -		(3,051,275.00)	(3,051,275.00)	(4,691,902.67)	(6,527.82)		153.769	1,640,627.67
760-5430-10-00-1716-WA	Legal - 24" WL Conn. Cnty Line				2,052.00	2,052.00		0	(2,052.00)
	Subtotal object - 05				2,052.00	2,052.00		0	(2,052.00)
760-6410-10-00-1716-WA	Water Supply Line Ph I Esment				132.00			0	(132.00)
	Subtotal object - 06				132.00			0	(132.00)
760-6610-10-00-1501-WA	Lower Pressure Pln 42" Trns Ln		1,434,400.00	1,434,400.00			1,434,400.00	0	
760-6610-10-00-1613-DR	Old Town Drainage-Church/Parvi	427,564.00	9,800.00	437,364.00	4,750.00	4,750.00	9,800.00	1.086	422,814.00
760-6610-10-00-1708-WA	EW Collector (Cook - DNT)		411,000.00	411,000.00		6,000.00	11,000.00	0	400,000.00
760-6610-10-00-1715-WA	Fishtrap Elevated Storage Tank		4,673,862.41	4,673,862.41		394,157.98	4,673,862.41	0	
760-6610-10-00-1716-WA	Water Supply Line Phase I		4,806,792.64	4,806,792.64	2,160,191.74	2,160,191.74	3,112,747.99	44.94	(466,147.09)
760-6610-10-00-1718-DR	Old Town Regional Retention	479,365.00	21,400.00	500,765.00			21,400.00	0	479,365.00
760-6610-10-00-1811-DR	Old Town Drng - Fifth St Trunk						(10,952.10)	0	10,952.10
760-6610-10-00-1902-WA	Custer Rd Meter Stat/WL Reloc		2,713,367.22	2,713,367.22			212,092.22	0	2,501,275.00
760-6610-10-00-1903-WW	Church/Parvin WW Reconstruct	100,000.00		100,000.00				0	100,000.00
760-6610-10-00-1924-WA	Fifth Street Water Line		6,830.00	6,830.00			6,830.00	0	
760-6610-10-00-1930-WA	Broadway (Parvin-Craig)		150,000.00	150,000.00				0	150,000.00
	Subtotal object - 06	1,006,929.00	14,227,452.27	15,234,381.27	2,164,941.74	2,565,099.72	9,471,180.52	14.211	3,598,259.01
Program number:	DEFAULT PROGRAM	1,006,929.00	14,227,452.27	15,234,381.27	2,167,125.74	2,567,151.72	9,471,180.52	14.225	3,596,075.01
Department number: 10	CAPITAL PROJECTS-W/S	1,006,929.00	14,227,452.27	15,234,381.27	2,167,125.74	2,567,151.72	9,471,180.52	14.225	3,596,075.01
	Expense Subtotal - - - - -	1,006,929.00	14,227,452.27	15,234,381.27	2,167,125.74	2,567,151.72	9,471,180.52	14.225	3,596,075.01
Fund number: 760	CAPITAL PROJECTS - WATER/SEWER	1,006,929.00	11,176,177.27	12,183,106.27	(2,524,776.93)	2,560,623.90	9,471,180.52	-20.724	5,236,702.68
770-4610-10-00	Interest Income				(524.39)	(243.70)		0	524.39
	Subtotal object - 04				(524.39)	(243.70)		0	524.39
Program number:	DEFAULT PROGRAM				(524.39)	(243.70)		0	524.39
Department number: 10	ADMINISTRATION				(524.39)	(243.70)		0	524.39
	Revenue Subtotal - - - - -				(524.39)	(243.70)		0	524.39
Fund number: 770	2015 CERTIFICATES OF OBLIG				(524.39)	(243.70)		0	524.39
771-4610-10-00	Interest Income				(11.76)	(5.79)		0	11.76
	Subtotal object - 04				(11.76)	(5.79)		0	11.76
Program number:	DEFAULT PROGRAM				(11.76)	(5.79)		0	11.76
Department number: 10	ADMINISTRATION				(11.76)	(5.79)		0	11.76
	Revenue Subtotal - - - - -				(11.76)	(5.79)		0	11.76
Fund number: 771	2016 CERTIFICATES OF OBLIG				(11.76)	(5.79)		0	11.76
772-4610-10-00	Interest Income				(87.67)	(38.54)		0	87.67
	Subtotal object - 04				(87.67)	(38.54)		0	87.67
Program number:	DEFAULT PROGRAM				(87.67)	(38.54)		0	87.67
Department number: 10	ADMINISTRATION				(87.67)	(38.54)		0	87.67
	Revenue Subtotal - - - - -				(87.67)	(38.54)		0	87.67
772-7144-10-00	Transfer to Capital Projects				38,207.72			0	(38,207.72)
	Subtotal object - 07				38,207.72			0	(38,207.72)
Program number:	DEFAULT PROGRAM				38,207.72			0	(38,207.72)
Department number: 10	ADMINISTRATION				38,207.72			0	(38,207.72)
	Expense Subtotal - - - - -				38,207.72			0	(38,207.72)
Fund number: 772	2017 CERTIFICATES OF OBLIG				38,120.05	(88.54)		0	(38,120.05)

773-4611-98-02	Interest - 2016 CO Proceeds	(594.04)	(292.31)	0	594.04
	Subtotal object - 04	(594.04)	(292.31)	0	594.04
Program number: 2	STORM DRAINAGE	(594.04)	(292.31)	0	594.04
Department number: 98	ENGINEERING	(594.04)	(292.31)	0	594.04
	Revenue Subtotal - - - - -	(594.04)	(292.31)	0	594.04
Fund number: 773	2016 CO BONDS - DRAINAGE	(594.04)	(292.31)	0	594.04
774-4612-98-02	Interest - 2017 CO Proceeds	(1,068.90)	(469.88)	0	1,068.90
	Subtotal object - 04	(1,068.90)	(469.88)	0	1,068.90
Program number: 2	STORM DRAINAGE	(1,068.90)	(469.88)	0	1,068.90
Department number: 98	ENGINEERING	(1,068.90)	(469.88)	0	1,068.90
	Revenue Subtotal - - - - -	(1,068.90)	(469.88)	0	1,068.90
Fund number: 774	2017 CO BOND - DRAINAGE	(1,068.90)	(469.88)	0	1,068.90
775-4610-10-00	Interest Income	(1,649.75)	(687.47)	0	1,649.75
	Subtotal object - 04	(1,649.75)	(687.47)	0	1,649.75
Program number:	DEFAULT PROGRAM	(1,649.75)	(687.47)	0	1,649.75
Department number: 10	ADMINISTRATION	(1,649.75)	(687.47)	0	1,649.75
	Revenue Subtotal - - - - -	(1,649.75)	(687.47)	0	1,649.75
Fund number: 775	2018 CERTIFICATES OF OBLIG	(1,649.75)	(687.47)	0	1,649.75
776-4610-10-00	Interest Income	(11,289.46)	(4,704.48)	0	11,289.46
	Subtotal object - 04	(11,289.46)	(4,704.48)	0	11,289.46
Program number:	DEFAULT PROGRAM	(11,289.46)	(4,704.48)	0	11,289.46
Department number: 10	ADMINISTRATION	(11,289.46)	(4,704.48)	0	11,289.46
	Revenue Subtotal - - - - -	(11,289.46)	(4,704.48)	0	11,289.46
776-7144-10-00	Transfer to Capital Projects	816,748.46		0	(816,748.46)
	Subtotal object - 07	816,748.46		0	(816,748.46)
Program number:	DEFAULT PROGRAM	816,748.46		0	(816,748.46)
Department number: 10	ADMINISTRATION	816,748.46		0	(816,748.46)
	Expense Subtotal - - - - -	816,748.46		0	(816,748.46)
Fund number: 776	2018 CO - WATER	805,459.00	(4,704.48)	0	(805,459.00)
777-4610-10-00	Interest Income	(13,042.98)	(5,847.22)	0	13,042.98
	Subtotal object - 04	(13,042.98)	(5,847.22)	0	13,042.98
Program number:	DEFAULT PROGRAM	(13,042.98)	(5,847.22)	0	13,042.98
Department number: 10	ADMINISTRATION	(13,042.98)	(5,847.22)	0	13,042.98
	Revenue Subtotal - - - - -	(13,042.98)	(5,847.22)	0	13,042.98
777-7144-10-00	Transfer to Capital Projects	793,676.96		0	(793,676.96)
	Subtotal object - 07	793,676.96		0	(793,676.96)
Program number:	DEFAULT PROGRAM	793,676.96		0	(793,676.96)
Department number: 10	ADMINISTRATION	793,676.96		0	(793,676.96)
	Expense Subtotal - - - - -	793,676.96		0	(793,676.96)
Fund number: 777	CO BONDS - WATER	780,633.98	(5,847.22)	0	(780,633.98)
779-4610-10-00	Interest Income	(44,845.99)	(20,117.34)	0	44,845.99
	Subtotal object - 04	(44,845.99)	(20,117.34)	0	44,845.99
Program number:	DEFAULT PROGRAM	(44,845.99)	(20,117.34)	0	44,845.99
Department number: 10	ADMINISTRATION	(44,845.99)	(20,117.34)	0	44,845.99
	Revenue Subtotal - - - - -	(44,845.99)	(20,117.34)	0	44,845.99
779-7144-10-00	Transfer to Capital Projects	448,757.25		0	(448,757.25)
	Subtotal object - 07	448,757.25		0	(448,757.25)
Program number:	DEFAULT PROGRAM	448,757.25		0	(448,757.25)
Department number: 10	ADMINISTRATION	448,757.25		0	(448,757.25)
	Expense Subtotal - - - - -	448,757.25		0	(448,757.25)
Fund number: 779	CO BONDS	403,911.26	(20,117.34)	0	(403,911.26)
780-4610-10-00	Interest Income	(2,959.51)	(1,386.36)	0	2,959.51
	Subtotal object - 04	(2,959.51)	(1,386.36)	0	2,959.51
Program number:	DEFAULT PROGRAM	(2,959.51)	(1,386.36)	0	2,959.51
Department number: 10	ADMINISTRATION	(2,959.51)	(1,386.36)	0	2,959.51

	Revenue		Subtotal - - - - -	(2,959.51)	(1,386.36)		0	2,959.51
Fund number: 780	2015 GENERAL OBLIGATIONS			(2,959.51)	(1,386.36)		0	2,959.51
782-4610-10-00	Interest Income			(1,401.60)	(643.92)		0	1,401.60
	Subtotal object - 04			(1,401.60)	(643.92)		0	1,401.60
Program number:	DEFAULT PROGRAM			(1,401.60)	(643.92)		0	1,401.60
Department number: 10	ADMINISTRATION			(1,401.60)	(643.92)		0	1,401.60
	Revenue		Subtotal - - - - -	(1,401.60)	(643.92)		0	1,401.60
782-7144-10-00	Transfer to Capital Projects			9,750.50			0	(9,750.50)
	Subtotal object - 07			9,750.50			0	(9,750.50)
Program number:	DEFAULT PROGRAM			9,750.50			0	(9,750.50)
Department number: 10	ADMINISTRATION			9,750.50			0	(9,750.50)
	Expense		Subtotal - - - - -	9,750.50			0	(9,750.50)
Fund number: 782	2018 GENERAL OBLIGATIONS			8,348.90	(643.92)		0	(8,348.90)
785-4610-10-00	Interest Income			(13,914.37)	(6,472.36)		0	13,914.37
	Subtotal object - 04			(13,914.37)	(6,472.36)		0	13,914.37
Program number:	DEFAULT PROGRAM			(13,914.37)	(6,472.36)		0	13,914.37
Department number: 10	ADMINISTRATION			(13,914.37)	(6,472.36)		0	13,914.37
	Revenue		Subtotal - - - - -	(13,914.37)	(6,472.36)		0	13,914.37
Fund number: 785	GENERAL OBLIGATION BONDS			(13,914.37)	(6,472.36)		0	13,914.37
800-4120-65-00	Sales Taxes	(2,750,000.00)	(2,750,000.00)	(529,005.97)	(303,239.64)		19.237	(2,220,994.03)
	Subtotal object - 04	(2,750,000.00)	(2,750,000.00)	(529,005.97)	(303,239.64)		19.237	(2,220,994.03)
800-4610-65-00	Interest Income	(100,000.00)	(100,000.00)	(14,765.35)	(6,883.52)		14.765	(85,234.65)
	Subtotal object - 04	(100,000.00)	(100,000.00)	(14,765.35)	(6,883.52)		14.765	(85,234.65)
Program number:	DEFAULT PROGRAM	(2,850,000.00)	(2,850,000.00)	(543,771.32)	(310,123.16)		19.08	(2,306,228.68)
Department number: 65	ECONOMIC DEVELOPMENT	(2,850,000.00)	(2,850,000.00)	(543,771.32)	(310,123.16)		19.08	(2,306,228.68)
	Revenue	(2,850,000.00)	(2,850,000.00)	(543,771.32)	(310,123.16)		19.08	(2,306,228.68)
800-5110-65-00	Salaries & Wages	384,092.00	384,092.00	47,199.42	25,440.30		12.289	336,892.58
800-5140-65-00	Salaries - Longevity Pay	320.00	320.00	320.00	320.00		100	
800-5141-65-00	Salary-Incentive	25,000.00	25,000.00				0	25,000.00
800-5142-65-00	Car Allowance	14,400.00	14,400.00	2,600.00	1,300.00		18.056	11,800.00
800-5143-65-00	Cell Phone Allowance	2,880.00	2,880.00	480.00	240.00		16.667	2,400.00
800-5145-65-00	Social Security Expense	24,905.00	24,905.00	2,992.83	1,620.46		12.017	21,912.17
800-5150-65-00	Medicare Expense	5,825.00	5,825.00	699.94	378.98		12.016	5,125.06
800-5155-65-00	SUTA Expense	486.00	486.00	9.00			1.852	477.00
800-5160-65-00	Health Insurance	35,381.00	35,381.00	2,906.76	1,453.38		8.216	32,474.24
800-5165-65-00	Dental Insurance	1,398.00	1,398.00	155.08	77.54		11.093	1,242.92
800-5170-65-00	Life Insurance/AD&D	517.00	517.00	24.76	12.38		4.789	492.24
800-5175-65-00	Liability (TML)/Workers' Comp	764.00	764.00	95.41	51.50		12.488	668.59
800-5180-65-00	TMRS Expense	54,430.00	54,430.00	6,804.72	3,673.44		12.502	47,625.28
800-5185-65-00	Long/Short Term Disability	730.00	730.00	89.67	48.33		12.284	640.33
800-5186-65-00	WELLE-Wellness Prog Reimb-Empl	1,200.00	1,200.00	100.00	50.00		8.333	1,100.00
800-5189-65-00	Administrative Fees	15,000.00	15,000.00	2,500.00	1,250.00		16.667	12,500.00
800-5190-65-00	Contract Labor	50,000.00	50,000.00				0	50,000.00
	Subtotal object - 05	617,328.00	617,328.00	66,977.59	35,916.31		10.85	550,350.41
800-5210-65-00	Office Supplies	2,500.00	2,500.00	390.44	316.48		15.618	2,109.56
800-5212-65-00	Building Supplies	800.00	800.00				0	800.00
800-5220-65-00	Office Equipment	15,000.00	15,000.00	3,276.05	2,048.36		21.84	11,723.95
800-5230-65-00	Dues,Fees,& Subscriptions	40,000.00	40,000.00	8,532.64	776.81		21.332	31,467.36
800-5240-65-00	Postage and Delivery	1,000.00	1,000.00				0	1,000.00
800-5265-65-00	Promotional Expense	85,000.00	85,000.00	50.00			0.059	84,950.00
800-5280-65-00	Printing and Reproduction	5,000.00	5,000.00				0	5,000.00
	Subtotal object - 05	149,300.00	149,300.00	12,249.13	3,141.65		8.204	137,050.87
800-5305-65-00	Chapt 380 Program Grant Exp	554,570.00	554,570.00	70,833.92	36,580.15		12.773	483,736.08
800-5310-65-00	Rental Expense	60,000.00	60,000.00	9,517.46	4,753.73		15.862	50,482.54
800-5330-65-00	Copier Expense	5,500.00	5,500.00	331.50	331.50		6.027	5,168.50

800-5340-65-00	Building Repairs	500.00	500.00				0	500.00
	Subtotal object - 05	620,570.00	620,570.00	80,682.88	41,665.38		13.001	539,887.12
800-5410-65-00	Professional Services	225,000.00	225,000.00	15,809.90	9,159.90	31,500.00	7.027	177,690.10
800-5412-65-00	Audit Fees	2,494.00	2,494.00	594.00		1,781.00	23.817	119.00
800-5430-65-00	Legal Fees	20,000.00	20,000.00	95.00	95.00		0.475	19,905.00
	Subtotal object - 05	247,494.00	247,494.00	16,498.90	9,254.90	33,281.00	6.666	197,714.10
800-5520-65-00	Telephones			75.98	75.98		0	(75.98)
800-5526-65-00	Data Network	1,000.00	1,000.00	152.06	76.02		15.206	847.94
800-5530-65-00	Travel	30,000.00	30,000.00	2,689.88	1,889.75		8.966	27,310.12
800-5531-65-00	Prospect Mtgs/Business Meals	10,000.00	10,000.00	209.10	209.10		2.091	9,790.90
800-5533-65-00	Mileage Expense	500.00	500.00				0	500.00
800-5536-65-00	Training/Seminars	15,000.00	15,000.00	500.00	500.00		3.333	14,500.00
	Subtotal object - 05	56,500.00	56,500.00	3,627.02	2,750.85		6.42	52,872.98
800-6015-65-00	Project Incentives	100,000.00	100,000.00				0	100,000.00
	Subtotal object - 06	100,000.00	100,000.00				0	100,000.00
Program number:	DEFAULT PROGRAM	1,791,192.00	1,791,192.00	180,035.52	92,729.09	33,281.00	10.051	1,577,875.48
Department number: 65	ECONOMIC DEVELOPMENT	1,791,192.00	1,791,192.00	180,035.52	92,729.09	33,281.00	10.051	1,577,875.48
	Expense Subtotal - - - - -	1,791,192.00	1,791,192.00	180,035.52	92,729.09	33,281.00	10.051	1,577,875.48
Fund number: 800	ECONOMIC DEVELOPMENT CORPORATI	(1,058,808.00)	(1,058,808.00)	(363,735.80)	(217,394.07)	33,281.00	34.353	(728,353.20)



INFORMATION TECHNOLOGY

To: Mayor and Town Council

From: Leigh Johnson, Director of Information Technology

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 14, 2020

Agenda Item:

Consider and act upon authorizing the Competitive Sealed Proposal (CSP) procurement method for construction of dark fiber infrastructure from Town Hall to the Public Safety Facility.

Description of Agenda Item:

Due to the addition of the Public Safety Facility, as well as future Public Works and Parks & Recreation facilities that will be located nearby, it is necessary to provide a high-speed data connection from Town Hall to those facilities. The construction of dark fiber infrastructure connecting those facilities will fulfill this goal. The budget for I.T. infrastructure included in the total construction budget for the Public Safety Facility is \$200,000.00. This project and all other I.T. infrastructure for the Public Safety Facility can be accomplished within the \$200,000.00 budget. The CSP is an alternative procurement method by which a governmental entity may request proposals and pricing information based on the scope of work provided, and then award the project to the contractor that offers the best value proposal based on a set of criteria. The Town intends to use the following evaluation criteria:

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

Town Staff Recommendation:

Town staff recommends the Town Council approve the Competitive Sealed Proposal (CSP) procurement method for construction of dark fiber infrastructure from Town Hall to the Public Safety Facility.

Proposed Motion:

I move to approve the Competitive Sealed Proposal (CSP) procurement method for construction of dark fiber infrastructure from Town Hall to the Public Safety Facility.

**PARKS &
RECREATION**

To: Mayor and Town Council

From: Dudley Raymond, Director of Parks and Recreation

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 14, 2019

Agenda Item:

Consider and act upon approving the purchase and installation of a weather and lightning notification system from Perry Weather Consulting Inc. through the Texas Local Government Purchasing Cooperative, for Frontier Park, Folsom Park, and Eagles Landing, and authorizing the Town Manager to execute documents for the same.

Description of Agenda Item:

The Town has an existing lightning prediction system that has been used to assist the coaches and umpires in protecting participants from potential lightning strikes. At the time the system was purchased, it was considered the best technology in the market and multiple municipalities had the system installed. Over time, the system has not advanced technologically with other systems that are now in the market. Also, the system has become unreliable and will trigger the alarm when no storms are near or will not sound an alarm when lightning is visible. Consequently, the coaches and participants have lost faith in the system's accuracy. The leagues have expressed a concern that the system is not accurate and they feel that it is ineffective. They have explored other systems and felt another system would be more accurate and safe.

The Town formed a committee to review the different systems in the marketplace as well as the possibility of upgrading the current system. The committee was comprised of a representative from Parks and Recreation, Prosper Youth Sports Association, Prosper Area Soccer Organization and the Town's Emergency Management Coordinator. The committee reviewed the top three systems and found Perry Weather Consulting Inc. to be the best value.

Perry Weather Consulting Inc. will install a weather and lightning notification system at Frontier Park which will allow the system to use real time weather information. It also pulls information from the National Weather Service. The system will function automatically or staff can sound the alarm or send voice messages when needed.

The system will allow staff, coaches, and league officials to receive information about lightning strikes, changing weather conditions, storm patterns. This will be helpful because the decision makers will all be working with the same data and there will be no conflicting information.

Prosper Area Soccer Organization, Prosper Youth Sports Association and Prosper Baseball Softball Association are all in support of Perry Weather Consulting Inc. and have each donated \$5,000 to help fund the purchase of a system. This will allow three sirens and alarms at Frontier Park, one at Folsom Park and one at Eagles Landing.

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

The Town of Prosper entered into an interlocal participation agreement in June 2005, providing the Town's participation in the Texas Local Government Purchasing Cooperative. Participation in the cooperative purchasing program allows our local government to purchase goods and services from the cooperative's online purchasing system, BuyBoard, while satisfying all competitive bidding requirements.

Budget Impact:

Total cost for the purchase, installation, and the first year of data, software and fees is \$74,594.00. Funding in the FY 2019-2020 Budget included \$60,000 from account 100-6120-60-02. PASO, PYSC, and PBSA has each donated \$5,000 (\$15,000 total) to help fund the cost. This agreement is for three years and annual funding in the amount of \$8,094 will be budgeted in FY 2020-2021 and 2021-2022 for data, software and fees.

Legal Obligations and Review:

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

Attached Documents:

1. Quote
2. Terms and Conditions

Town Staff Recommendation:

Town staff recommends the Council approve the purchase and installation of a weather and lightning notification system from Perry Weather Consulting Inc. through the Texas Local Government Purchasing Cooperative, for Frontier Park, Folsom Park, and Eagles Landing, and authorize the Town Manager to execute documents for the same.

Proposed Motion:

I move to approve the purchase and installation of a weather and lightning notification system from Perry Weather Consulting Inc. through the Texas Local Government Purchasing Cooperative, for Frontier Park, Folsom Park, and Eagles Landing, and authorize the Town Manager to execute documents for the same.

QUOTE

Town of Prosper

Date
Jan 9, 2020

Expiry
Feb 20, 2020

Quote Number
QU-0854

Reference
BuyBoard # 579-19

Perry Weather Consulting
Inc.
3720 Canton St.
Suite 101
DALLAS, TEXAS 75226
UNITED STATES

Description	Quantity	Unit Price	Discount	Amount USD
Outdoor Warning System w/PA -Solar/Cellular Powered -Syncs w/ all Perry Weather software -4 Audible Horns & 1 Flashing Strobe -Automated & Manually triggered -Public Address ADD-ON, 2x 200w speakers 130dB -Perry Weather Protection Plan	5.00	12,500.00		62,500.00
OWS Install Fee	5.00	750.00		3,750.00
POCKET PERRY GOLD -Unlimited Mobile App, Web Dashboard, Meteorologist Support -Unlimited Department Mobile Access (Mobile App + GPS tracking) -Unlimited Department Alerts (Text Alerts)	5.00	1,500.00		7,500.00
Annual Setup Fee	1.00	89.00		89.00
Annual Technology & Data Fee	1.00	230.00		230.00
Perry Weather Station -Syncs w/ all Perry Weather software -Temperature & Humidity -WBGT & Heat Index -Wind Speed & Direction -Wind Chill -Precipitation -HD Sky Camera	1.00	4,500.00	100.00%	0.00
Perry Weather Station Install	1.00	250.00		250.00

Description	Quantity	Unit Price	Discount	Amount	Item 5.
Weather Station Data	1.00	275.00		275.00	
<i>Subtotal (includes a discount of 4,500.00)</i>				74,594.00	
TOTAL USD				74,594.00	

Terms

- *This quote assumes a 36 month agreement
- *OWS are fully covered for 3 years barring vandalism
- *Weather Station Promo Included
- *Hardware and Installs are one time up front cost
- *Recurring annual cost is \$8,094 (Pocket Perry Software / Data / Fees)



Addendum A To Perry Weather Terms and Conditions

Item 5.

CLIENT	City of Prosper
DATE	
CLIENT REP	
TITLE	
EMAIL ADDRESS	
PHONE NUMBER	
TERMS	See Terms and Conditions
INVOICE #	Quote # 0854
PERRY WEATHER REP	Zachary Howard
EMAIL ADDRESS	zach@perryweather.com
PHONE NUMBER	469-546-5082

CONTRACT DATES	START DATE	END DATE
36 Months	12/15/19	12/14/22

ITEMIZED DESCRIPTION	FEE
See attached invoice	Quote # 0854

HERE IS ADDENDUM A OF TERMS & CONDITIONS. Subject to the conditions noted: Prices stated within will become final upon the signature of both Terms and Conditions & Addendum A.

X _____

X _____

Perry Weather, Title

Client, Title

Date

Date



PERRY WEATHER TERMS & CONDITIONS

1. **DEFINITIONS.** For the purpose of these terms and conditions, the following terms have the following meaning:
 - Perry Weather. Perry Weather Consulting Inc.
 - Customer. The person or persons entering into this agreement with Perry Weather.
 - Software. Perry Weather manufactured Software used for retrieving and analyzing weather information.
 - Hardware. Perry Weather manufactured Hardware used for retrieving and analyzing weather information.
 - Meteorological Consulting. The weather forecasts, consulting, or training services provided by Perry Weather to the Customer.
2. **PAYMENT.** The Customer agrees to payment terms detailed in Addendum A. Late payment fees will be charged as follows: (a) one percent (1%) per month or part thereof will be charged for any payment that is more than 30 days late: (b) Payment should be made to:
 Perry Weather
 3720 Canton St, Suite 101
 Dallas, TX 75226
3. **TERM AND TERMINATION.** The Software shall have an initial term as specified in Addendum A. Unless otherwise specified in Addendum A, the Software subscription shall automatically renew for successive 12-month terms, unless terminated by either party with at least 30 days written notice prior to the expiration of the then current term.
4. **WARRANTY.** (a) Software. Perry Weather warrants that in the Software provided by it shall conform in all materials respects to Perry Weather published specifications for a period of 90 days from date of contract. In the event a software malfunction or bug is discovered or reported, Perry Weather will, at its option, repair the issue in a timely manner. (b) Hardware. Perry Weather warrants that in the Hardware provided by it shall conform in all materials respects to Perry Weather published specifications for a period of three (3) years from date of delivery under this contract. This warranty is extended only to the original purchaser and only covers failures due to defects in materials or workmanship that occur during normal operation. It does not cover damage that occurs in shipment or failures that are caused by products not supplied by the warrantor or failures that result from accident, misuse, abuse, neglect, mishandling, misapplication, alteration, modification, lightning, line power surge, or commercial use of this product or service by anyone other than a Perry Weather Consulting, Inc. authorized representative, or damage that is attributable to "Acts of God." (c) Meteorological Consulting. It is understood and agreed that any Meteorological Consulting provided to Customer by Perry Weather pursuant to this agreement are only advisory in nature. As in the case of similar products or services provided by the meteorological consulting industry, such Meteorological Consulting services are in part based on data provided by third parties and customer input. Therefore, Perry Weather cannot and does not warrant or assume responsibility for the accuracy of the Meteorological Consulting provided by Perry Weather based on such data. It is Customer's sole responsibility to verify the correctness and accuracy of all materials, services or product furnished by Perry Weather hereunder, and Perry Weather assumes no responsibility for the correctness or accuracy of the same, except to the extent that such inaccuracies are caused by the willful misconduct of Perry Weather. From time to time Perry Weather may reasonably change or replace Meteorological Services without notice and as it deems necessary when updating its products or services.
5. **DISCLAIMER OF IMPLIED WARRANTIES.** EXCEPT AS PROVIDED ABOVE, THE SOFTWARE AND DATA DISPLAYED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS PROVIDED IN SECTION 4 ABOVE, PERRY WEATHER MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO CUSTOMER, OR TO ANY AUTHORIZED USER OR THIRD PARTY INCLUDING ANY WARRANTIES OF QUALITY, ACCURACY, PERFORMANCE, COMPATIBILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT PERRY WEATHER IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION OR DATA CONTAINED IN THE SERVICES AND PERRY WEATHER SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM CUSTOMER'S OR ANY AUTHORIZED USER'S RELIANCE ON ANY SUCH INFORMATION OR DATA UNDER ANY CIRCUMSTANCES.
6. **LIGHTNING DISCLAIMER.** Experience has shown that the resolution, timelines, and format in which lightning data are presented within various displays and products, does not provide a total solution with regard to addressing concerns regarding the presence of convective activity and/or lightning and their potential impact on the safety of personnel and/or safeguarding of facilities, whether it be of immediate or short term concern. Interpretation and application of the data, as well as any comparative analysis and/or prognosis or similar activities done by any user, are done so solely at the user's risk and have not directly or indirectly been implied, condoned or recommended by Perry Weather, and/or its data providers.
7. **LIABILITY.** Customer and subsequent users of Software and Hardware agree to waive any liability of Perry Weather for damage caused by Software and Hardware operation on any premises.
8. **LIMITATION OF LIABILITY.** Except for damages caused by Perry Weather willful misconduct, recklessness, or gross negligence, the parties agree that to the extent permitted by applicable law, Perry Weather limits or disclaims liability related to the manufacture, delivery, or use of the Hardware, the Software and/or supplies used in connection with the Hardware or the provision of services for the equipment, as follows: (a) For direct damages, Perry Weather liability is limited to the amounts paid by Customer for the Hardware, Software, or installation giving rise to, or which are the subject of the claim, whether such claim alleges breach of contract, or tortious conduct including but not limited to negligence or any other theory; (b) Perry Weather disclaims liability for indirect, incidental, special, or consequential damages (including but not limited to, loss of use, revenue, or profit) whether such claim alleges breach of contract, tortious conduct including but not limited to negligence, or any other theory.



- 9. **DATA RIGHTS.** Perry Weather hereby grants to Customer a single, non-exclusive license to use any Software furnished to Customer hereunder for Customer's use. This license shall not include any right to assign, sublicense, distribute or otherwise transfer such license. No title to or ownership of the Software or any unmodified parts thereof is transferred to Customer under this license. Customer shall not copy any Software in whole or in part in any visual or machine-readable form, except to the extent such copying is necessary in connection with Customer's use of the Software, or for correcting, generating, or modifying the Software for Customer's authorized use.
- 10. **PATENTS AND COPYRIGHTS.** Perry Weather will indemnify Customer as to any rightful claim that Customer's use or sale of Products infringes a United States patent or copyright, provided that Customer gives Perry Weather prompt written notice of the claim, allows Perry Weather to have sole control of the defense or settlement thereof, and cooperates fully with Perry Weather's defense or settlement. In the defense or settlement of a claim, or if use of the Products is enjoined, Perry Weather may, at its expense and option: (a) procure for Customer the right to continue using the Products; (b) replace or modify the Products so they become non-infringing; or if neither of these is practical, (c) grant Customer a credit for the Products as depreciated and accept return of any goods. Depreciation shall be an equal yearly amount over the lifetime of the Products, as established by Perry Weather. Perry Weather will not be liable to Customer for any claim that is based upon: (i) use of the Products in modified form or in a manner for which they were not designed; (ii) use of the Products in combination with goods or services not provided by Perry Weather; (iii) use of the Products in practicing any process; or (iv) furnishing to Customer of any information, service or applications assistance. The foregoing states the entire liability of Perry Weather with respect to infringement of patents or copyrights by any Products provided by Perry Weather.
- 11. **GOVERNING LAW.** The validity, construction, and interpretation of the terms and conditions herein and all rights and duties of Perry Weather and Customer shall be governed by the substantive laws of the State of Texas without regard to conflict of laws rules. Customer and Perry Weather agree that any action brought by Customer against Perry Weather shall be venued only in the State of Texas.
- 12. **EXTRAORDINARY CIRCUMSTANCES.** Except for obligations of payment, neither Perry Weather nor the Customer shall be liable for nonperformance caused by circumstances beyond their control, including but not limited to, work stoppages, floods, lightning and all other acts of God.
- 13. **ENTIRE AGREEMENT.** The terms and conditions contained or referenced in this Order Agreement are the complete and entire agreement between Perry Weather and Customer respecting the subject matter of this Agreement.

 Colin Perry, CEO
 Perry Weather Consulting Inc.

 Customer Signature

 Customer Name & Title (PRINTED)

 Date

 Date

PLANNING



To: Mayor and Town Council

From: Alex Glushko, AICP, Planning Manager

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 14, 2020

Agenda Item:

Consider and act upon an ordinance rezoning 2.1± acres from Office (O) to Planned Development-Office (PD-O), located on the west side of future Mahard Drive, south of future Prairie Drive. (Z19-0016).

Description of Agenda Item:

On November 26, 2019, the Town Council approved the proposed rezoning request, by a vote of 7-0, subject to the following condition:

1. Any Site Plan (including Façade Plan) for the property shall be subject to Town Council approval, and a parking study/analysis shall be provided in conjunction with Site Plan approval.

An ordinance has been prepared accordingly.

Legal Obligations and Review:

Town Attorney, Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard ordinance as to form and legality.

Attached Documents:

1. Ordinance
2. Exhibits A, B, C, D, E, F, and G

Town Staff Recommendation:

Staff recommends the Town Council approve an ordinance rezoning 2.1± acres from Office (O) to Planned Development-Office (PD-O), located on the west side of future Mahard Drive, south of future Prairie Drive.

Proposed Motion:

I move to approve an ordinance rezoning 2.1± acres from Office (O) to Planned Development-Office (PD-O), located on the west side of future Mahard Drive, south of future Prairie Drive.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2020-___

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING PROSPER’S ZONING ORDINANCE BY REZONING A TRACT OF LAND CONSISTING OF 2.089 ACRES, SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS FROM OFFICE (O) TO PLANNED DEVELOPMENT-OFFICE (PD-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 2.089 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 Office (O) to Planned Development-Office (PD-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 2.089 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-Office (PD-O) and being more particularly described in Exhibit “A,” attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, and uses for the Property in this Planned Development District shall conform to, and comply with 1) the Statement of Intent and Purpose, attached hereto as Exhibit B; 2) the Development Standards, attached hereto as Exhibit C; 3) the Site Plan, attached hereto as Exhibit D; 4) the Development Schedule, attached hereto as Exhibit E; and 5) the Elevations, 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 condition of approval by the Town Council:

- 1. Any Site Plan (including Façade Plan) for the property shall be subject to Town Council approval, and a parking study/analysis shall be provided in conjunction with Site Plan approval.

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 14TH DAY OF JANUARY, 2020.

Ray Smith, Mayor

ATTEST:

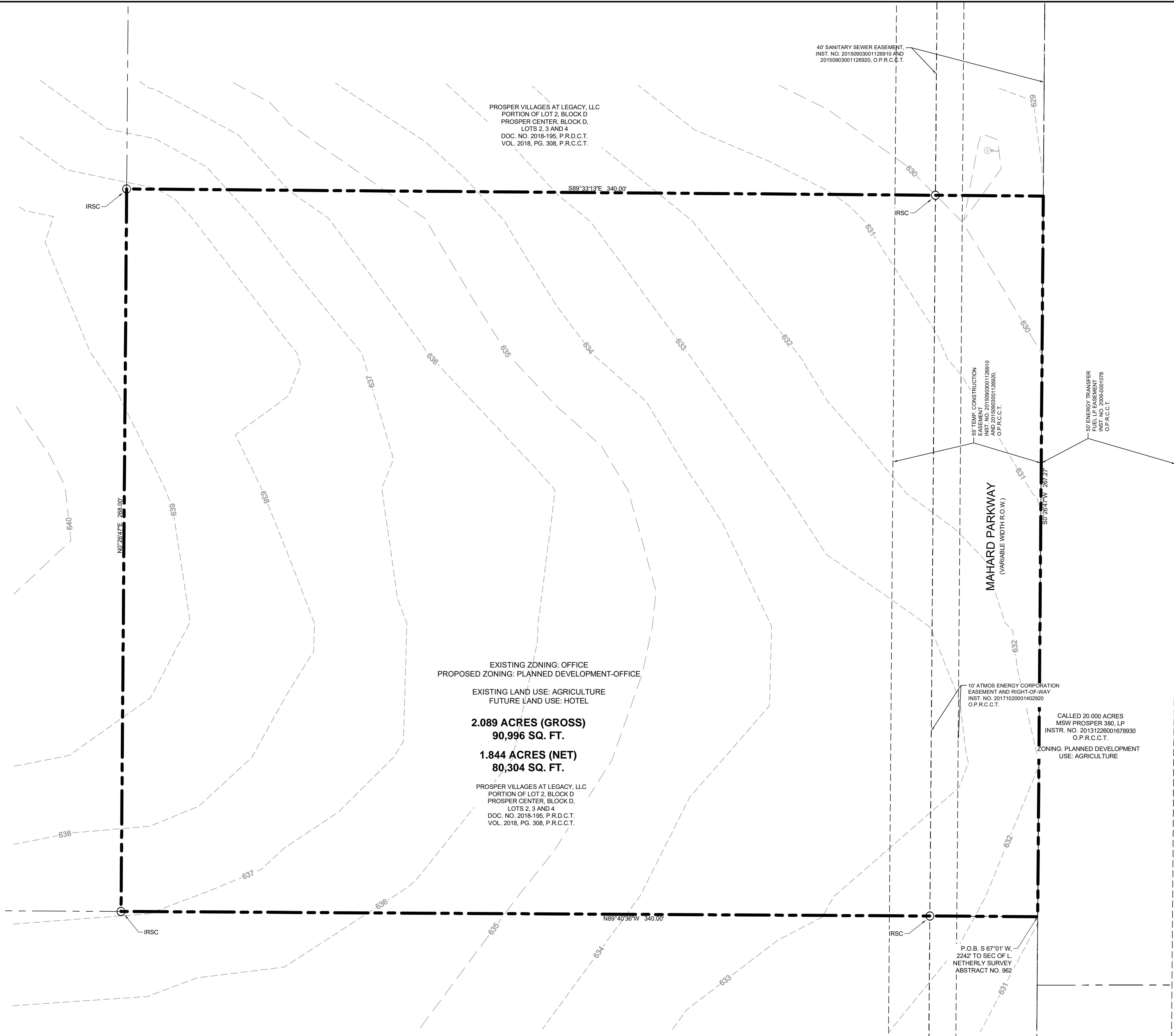
Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

Plotted By: Wollenberger, Austin, Date: September 30, 2019 05:07:42pm, File Path: \\K:\RRI_Civil\063220300-Prosper Mahard Hotel\CAD\PrintSheets\PD_Requests\Exhibit_A.dwg
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

PROSPER VILLAGES AT LEGACY, LLC
 TRACT 2
 BLOCK D, LOT 1R
 BLOCK A, LOT 1R AND BLOCK D, LOT 1R,
 PROSPER CENTER
 DOC. NO. 2016-2248, P.R.D.C.T.
 VOL. 2016, PG. 881, P.R.C.C.T.



EXISTING ZONING: OFFICE
 PROPOSED ZONING: PLANNED DEVELOPMENT-OFFICE

EXISTING LAND USE: AGRICULTURE
 FUTURE LAND USE: HOTEL

2.089 ACRES (GROSS)
90,996 SQ. FT.
1.844 ACRES (NET)
80,304 SQ. FT.

PROSPER VILLAGES AT LEGACY, LLC
 PORTION OF LOT 2, BLOCK D
 PROSPER CENTER, BLOCK D,
 LOTS 2, 3 AND 4
 DOC. NO. 2018-195, P.R.D.C.T.
 VOL. 2018, PG. 308, P.R.C.C.T.

PROSPER VILLAGES AT LEGACY, LLC
 REMAINDER OF LOT 2, BLOCK D
 PROSPER CENTER, BLOCK D,
 LOTS 2, 3 AND 4
 DOC. NO. 2018-195, P.R.D.C.T.
 VOL. 2018, PG. 308, P.R.C.C.T.

40' SANITARY SEWER EASEMENT,
 INST. NO. 20150903001126910 AND
 20150903001126920, O.P.R.C.C.T.

55' TEMP. CONSTRUCTION
 EASEMENT, INSTRUMENT NO. 2008-00102810
 AND 20150903001126920,
 O.P.R.C.C.T.

10' ENERGY TRANSFER
 FACILITY EASEMENT
 INSTRUMENT NO. 2008-001078
 O.P.R.C.C.T.

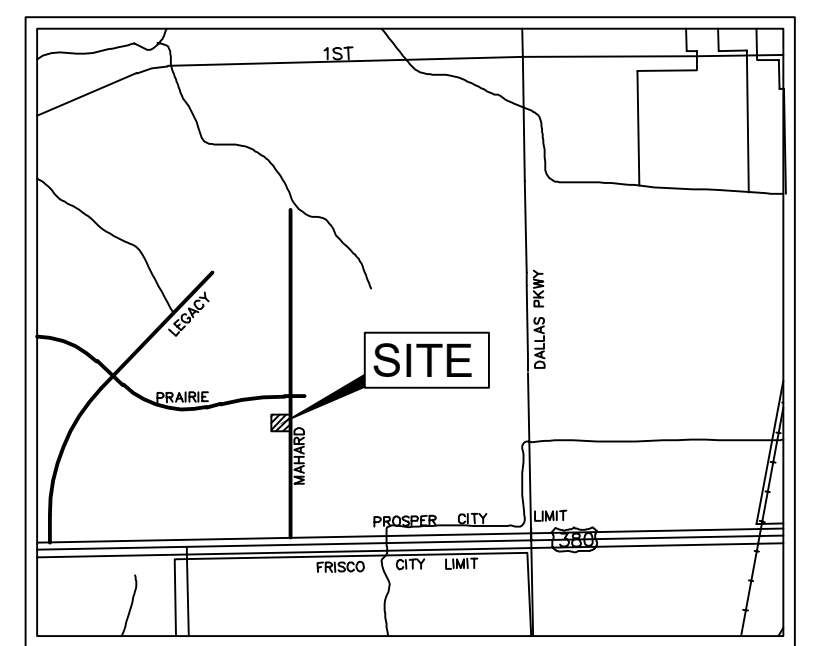
MAHARD PARKWAY
 (VARIABLE WIDTH R.O.W.)

10' ATMOS ENERGY CORPORATION
 EASEMENT AND RIGHT-OF-WAY
 INST. NO. 20171020001402920
 O.P.R.C.C.T.

CALLED 20,000 ACRES
 MSW PROSPER 380, LP
 INSTR. NO. 20131226001678930
 O.P.R.C.C.T.

ZONING: PLANNED DEVELOPMENT
 USE: AGRICULTURE

P.O.B. S 67°01'W,
 2242 TO SEC 9F,
 NETHERLY SURVEY
 ABSTRACT NO. 982



VICINITY MAP
(NOT TO SCALE)



LEGEND

---	PROPERTY LINE
---	EASEMENT
P.O.B.	POINT OF BEGINNING
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

- 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 PLAT.

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Denton 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 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:

COMMENCING at a 5/8 inch iron rod with plastic cap stamped "KHA" found for the northerly southeast corner of said Lot 2, Block D, common to the east end of the northerly terminus of Mahard Parkway, a variable width right-of-way, as depicted 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, being on 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, from which an "X" cut in concrete found for the northwest corner of said Lot 1, Block A bears North 89°40'36" West, 719.34 feet;

THENCE North 0°26'47" East, departing the northerly terminus of said Mahard Parkway, along the easterly line of said Lot 2, Block D, the westerly line of said 30,000 acre tract, 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, a distance of 200.00 feet to **POINT OF BEGINNING** of the herein described tract;

THENCE departing the easterly line of said Lot 2, Block D and the westerly line of said 20,000 acre tract, and crossing said Lot 2, the following:

- North 89°40'36" West, a distance of 340.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;
- North 0°26'47" East, a distance of 268.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;
- South 89°33'13" East, a distance of 340.00 feet to a point for corner on the easterly line of said Lot 2, Block D and the westerly line of said 20,000 acre tract;

THENCE South 0°26'47" West, along the easterly line of said Lot 2, Block D and the westerly line of said 20,000 acre tract, a distance of 297.27 feet to the **POINT OF BEGINNING** and containing 2.089 acres (90,996 square feet) of land, more or less.

Sylvania Gunawan
 Registered Professional Land Surveyor No. 6461
 Kimley-Horn and Associates, Inc.
 6160 Warren Parkway, Suite 210
 Frisco, Texas 75034
 Ph. 972-335-3580
 sylviana.gunawan@kimley-horn.com



EXHIBIT A
PROSPER CENTER, BLOCK D, LOT 2
TOWN PROJECT NO. Z19-0016
BEING 1.844 ACRES PORTION OF LOT 2, BLOCK D
PROSPER CENTER, BLOCK D, LOTS 2, 3, AND 4
PREPARED: 10/01/19

ENGINEER KIMLEY-HORN AND ASSOCIATES, INC. ADDRESS: 6160 WARREN PARKWAY, STE. 210 FRISCO, TX 75034 PHONE (972) 335-3580 CONTACT: C.J. PONTON, P.E. (TX)	OWNER PROSPER VILLAGES AT LEGACY, LLC ADDRESS: 10950 RESEARCH ROAD FRISCO, TX 75033 PHONE (214) 387-3993 CONTACT: CLINT RICHARDSON
SURVEYOR KIMLEY-HORN AND ASSOCIATES, INC. ADDRESS: 6160 WARREN PARKWAY, STE. 210 FRISCO, TX 75034 PHONE (972) 335-3580 CONTACT: SYLVIANA GUNAWAN, RPLS (TX)	APPLICANT SHYANA HOSPITALITY MANAGEMENT, LLC ADDRESS: 6401 ELDORADO PARKWAY, STE. 338 FRISCO, TX 75034 PHONE (903) 714-7112 CONTACT: DIPAL PATEL

Kimley»Horn		© 2019 KIMLEY-HORN AND ASSOCIATES, INC. 6160 WARREN PARKWAY, SUITE 210, FRISCO, TX, 75034 PHONE: 972-335-3580 WWW.KIMLEY-HORN.COM TEXAS REGISTERED ENGINEERING FIRM F-628	
SCALE	DESIGNED BY	DRAWN BY	CHECKED BY
AS SHOWN	CJP	ATW	CJP
EXHIBIT A			
MAHARD HOTEL			
TOWN OF PROSPER, TEXAS			
DATE		10/01/19	
PROJECT NO.		063220300	
SHEET NUMBER		1 OF 1	
Item 6.		DATE	
No.		REVISIONS	

Z19-0016

EXHIBIT B

STATEMENT OF INTENT AND PURPOSE

The Planned Development (PD) District provides the ability to develop a four-story hotel on a tract of land currently zoned Office (O) located adjacent to a future senior living and automotive repair center facility. The hotel use will be located along future Mahard Parkway and south of future Prairie Drive.

Z19-0016**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 currently exists or may be amended, and the Subdivision Ordinance (Ordinance No. 17-41) as it currently exists or may be amended, shall apply.

Except as noted below, the Tract shall develop in accordance with the Office (O) District, as it exists or may be amended.

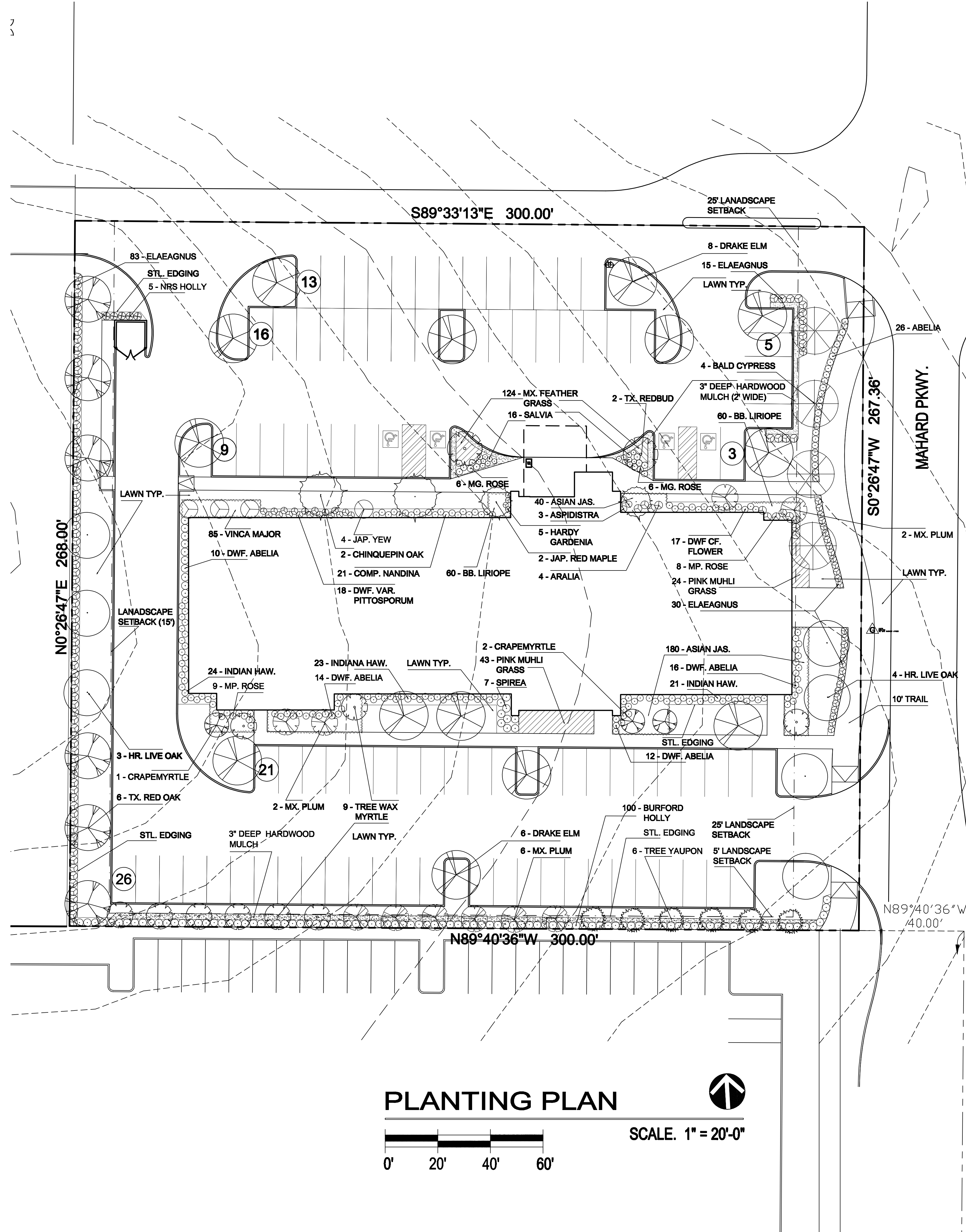
1. Development Plans:
 - A. Concept Plan: The tract shall be developed in general accordance with the attached concept plan, set forth in Exhibit D.
 - B. Elevations: The tract shall be developed in general accordance with the attached elevations, set forth in Exhibit F.
 - C. Landscape Plan: The tract shall be developed in general accordance with the attached landscape plan, set forth in Exhibit G.
2. Plan Approval:
 - A. Any Site Plan (including Facade Plan) for the property shall be subject to Town Council approval, and a parking study/analysis shall be provided in conjunction with Site Plan approval.
3. Uses: Uses shall be permitted in accordance with the Office (O) District with the addition of the following:
 - A. Limited Service Hotel.
4. Regulations: The tract shall be developed in accordance with the Office (O) District development standards except as follows:
 - A. Maximum Height: Limited Service Hotels shall be no greater than four (4) stories or 55 feet in height.

Z19-0016


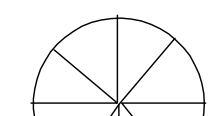
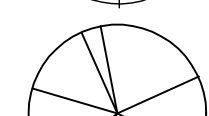
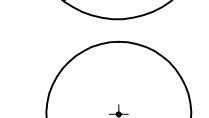
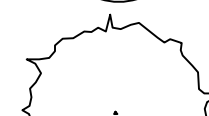


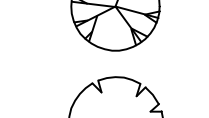
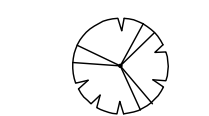


EXHIBIT E

DEVELOPMENT SCHEDULE

The timing of development will depend upon construction of thoroughfares, storm sewer, and utilities to serve the property as well as shared access points by others. The project is anticipated to begin construction within one (1) to three (3) years following approval of the Planned Development Ordinance.



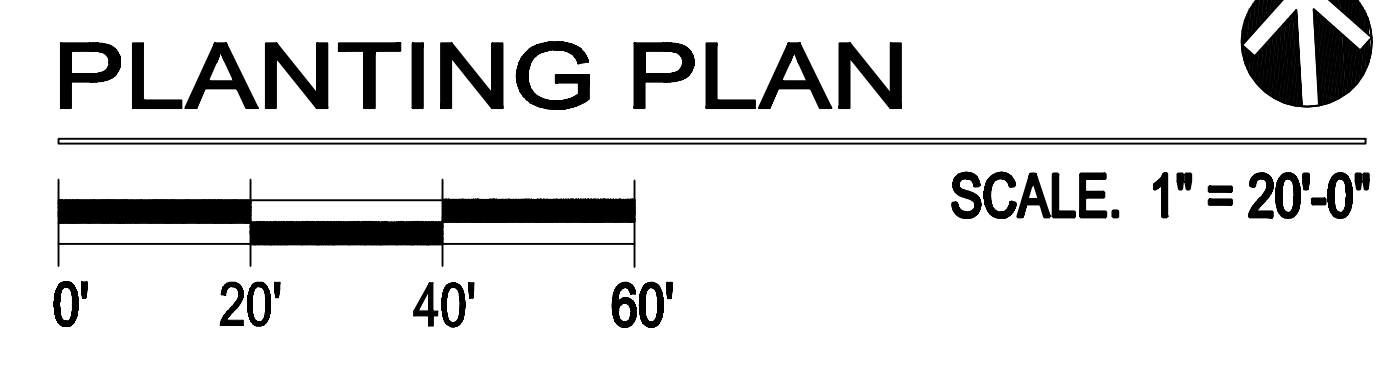
tree symbols

-  TX. RED OAK
-  BALD CYPRESS
-  DRAKE ELM
-  HIGHRISE LIVE OAK
-  CHINQUAPIN OAK
-  TEX. REDBUD
-  MEXICAN PLUM
-  CRAPEMYRTLE (RED)
-  TREE WAX MYRTLE
-  MEXICAN PLUM
-  TREE YAUPON (FEM.)

plant schedule

PRO.HIX

QTY	COMMON NAME	SCIENTIFIC NAME	SIZE	REMARKS
TREES				
6	Texas Red Oak	Quercus shumardii "Texana"	3" Caliper	10-12' ht., 5-6' sp., straight trunk, full, matching
7	Highrise Live Oak	Quercus virginiana QVTIA	3" Caliper	10-12' ht., 4-5' sp., full, matching
2	Chinquapin Oak	Quercus muhlenbergii	3" Caliper	10-12' ht., 5-6' sp., full, matching
4	Bald Cypress	Texodium distichum	3" Caliper	10-12' ht., 4-5' sp. full, matching
14	Drake Elm	Ulmus crassifolia	3" Caliper	8'-10' ht., full, matching.
SMALL ORNAMENTAL & FLOWERING TREES				
9	Tree Wax Myrtle	Myrica cerifera		6-8' ht., full pot, well rooted.
3	Crape Myrtle (red)	Lagerstroemia indica		6-8' ht. full pot, multi trunk, matching, well rooted.
10	Mexcan Plum	Prunus mexicana		6-8' ht. full pot, matching, well rooted.
6	Tree Yaupon	Ilex vomitoria		6-8' ht. full pot, matching, well rooted.
2	Oklahoma Redbud	Circis canadensis		6-8' ht. full pot, matching, well rooted.
2	Jap Red Maple	Acer palmatum		4-5' ht. full pot, matching, well rooted.
SHRUBS & VINES				
5	Nellie R. Stevens Holly	Ilex x Nellie R. Stevens		5 gal. full pot, well rooted, 48" O.C.
100	Burford Holly	Ilex Cornuta 'Burfordii'		5 gal. full pot, well rooted, 36" O.C.
128	Elaeagnus	Elaeagnus macrophylla		5 gal. full pot, well rooted, 36" O.C.
26	Abelia	Abelia grandiflora		5 gal. full pot, well rooted, 36" O.C.
52	Dwf. Abelia	Abelia grandiflora		3 gal. full pot, well rooted, 30" O.C..
21	Comp. Nandina	Nandina domestica 'Compecta'		3 gal. full pot, well rooted, 24" O.C..
12	Martha Gonzalez Rose	Rosa spec.		3 gal. full pot, well rooted, 30" O.C.
15	Marie Pavie Rose	Rosa spec.		3 gal. full pot, well rooted, 30" O.C.
17	Dwf. Fringe Flower	Loropetalum chinense 'Nana'		3 gal. full pot, well rooted, 30" O.C.
57	Indian Hawthorn	Rhapiolepis indica		3 gal. full pot, well rooted, 30" O.C.
16	Salvia Greggii (red)	Salvia greggii		1 gal. full pot, well rooted, 24" O.C.
6	Cleyera	Cleyera Japonica		3 gal. full pot, well rooted, 30" O.C.
7	Spirea	Spirea 'Anthony Waterers'		3 gal. full pot, well rooted, 30" O.C.
67	Pink Muhli Grass	Muhlenbergia capillaris		3 gal. full pot, well rooted, 30" O.C.
124	Mexian Feather Grass	Nassella tenuissima		2 gal. full pot, well rooted, 18" O.C.
18	Dwf. Var. Pittosporum	Pittosporum tobira 'Nana Varigata'		3 gal. full pot, well rooted, 24" O.C.
4	Jap Yew	Podocarpus macrophyllus		5 gal. full pot, well rooted.
3	Aspidistra	Aspidistra eliator		3 gal. full pot, well rooted.
4	Aralia	Fatsia japonica		3 gal. full pot, well rooted.
5	Hardy Gardenia	Gardenia jasminoides		3 gal. full pot, well rooted.
GROUNDCOVERS, & LAWN				
250	Bigblue Liriope	Liriope muscari		4" Pots, full pot, well rooted, 12" O.C.
85	Vinca Major	Vinca major		4" Pots, full pot, well rooted, 18" O.C.
345	Asian jasmine	Trecheospermum asiaticum		4" Pots, full pot, well rooted, 18" O.C.
	Bermudagrass	Cynodon dactylon		Hydromulched / Solidsod



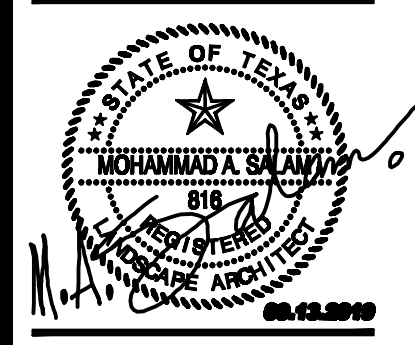
aroids landscape architects

5901 Indian hills drive - garland - texas 75044 - 214-403-2034 - massiam2745@gmail.com

HOLIDAY INN EXPRESS & SUITES
PROSPER, TEXAS

revision
OCT. 20, 19

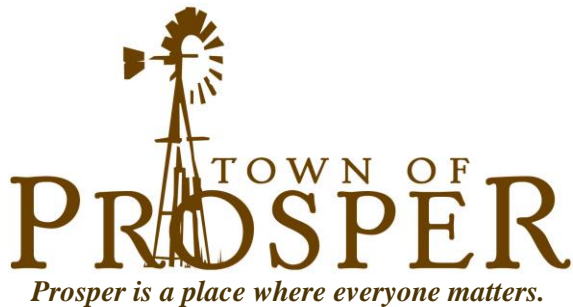
shown LANDSCAPE PLAN



date
SEP. 18, 2019

sheet
LP.01

THE CENTRAL LEADER FOR SHADE TREES SHALL BE INTACT.



ENGINEERING SERVICES

To: Mayor and Town Council

From: Pete Anaya, P.E., Assistant Director of Engineering Services – Capital Projects

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 14, 2020

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Stantec Consultant Services, Inc., and the Town of Prosper, Texas, related to the design of a Traffic Signal at Coit Road and Richland Boulevard.

Description of Agenda Item:

This project is for the design of a traffic signal at the intersection of Coit Road and Richland Boulevard. The traffic signal design improvements include mast arm pole assemblies and foundations, vehicle detection, pull boxes, underground conduits and cables, mast arm-mounted signs, and pedestrian signals designed for APS (Audible Pedestrian Signals) readiness. Design work will be performed for public bids using Town of Prosper standard construction contracts and specification format.

Stantec Consulting Services, Inc., recently completed their first design of a traffic signal for the Town of Prosper at the intersection of Teel Parkway and Fishtrap Road. On this agenda, there is another Professional Engineering Services Agreement for consideration by the Council for the design of a traffic signal at the intersection of Fishtrap and Gee Road by another consultant. Due to Town staff's limited experience with traffic signal design consultants, Town staff is recommending that the two traffic signals be designed by two different consultants in an effort to evaluate the best firm or firms to move forward with on future traffic signal design projects.

At the April 9, 2019, Town Council meeting, the Town Council approved a list of qualified engineering firms, which included services for engineering design. Stantec Consultant Services, Inc., is included on the list, which also includes the following firms selected to provide Traffic Engineering related services:

- Garver, Inc.
- Kimley Horn and Associates, Inc.
- Lee Engineering
- Maldonado-Burkett, LLP

The proposed design cost for the traffic signal at the intersection of Coit Road and Richland Boulevard is \$39,000, which is slightly higher than the \$34,685, design cost for the traffic signal at the intersection of Fishtrap and Gee Road. This is due to the differences in the design scope. The intersection of Coit Road and Richland Boulevard is currently a four-legged intersection, whereas the intersection of Fishtrap and Gee Road is a three-legged intersection.

Budget Impact:

The cost for the design work is \$39,000, and \$50,000 is budgeted from the East Thoroughfare Fund in Account No. 660-6610-50-00-2005-TR. Funding for the construction of the project is budgeted at \$250,000, and is included in the FY 2019-2020 CIP Budget.

Legal Obligations and Review:

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

Attached Documents:

1. Professional Engineering Services Agreement
2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Engineering Services Agreement between Stantec Consulting Services, Inc., and the Town of Prosper, Texas, related to the design of a traffic Signal at Coit Road and Richland Boulevard.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Engineering Services Agreement between Stantec Consulting Services, Inc., and the Town of Prosper, Texas, related to the design of a Traffic Signal at Coit Road and Richland Boulevard.

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND
STANTEC CONSULTING SERVICES INC. FOR
THE TRAFFIC SIGNAL DESIGN AT COIT ROAD AND RICHLAND BLVD
PROJECT # 2005-TR**

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

WITNESSETH:

WHEREAS, Town desires to obtain professional engineering services in connection with the **Traffic Signal Design at Coit Road and Richland Blvd Project # 2005-TR**, hereinafter called "Project";

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of Thirty-Nine Thousand Dollars and No Cents (\$39,000.00) for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

Consultant agrees to submit statements to Town for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and reimbursable expenses incurred, if any, and Town shall endeavor to make prompt payments. Each statement submitted by Consultant to Town shall

be reasonably itemized to show the amount of work performed during that period. If Town fails to pay Consultant within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written notice to Town, suspend professional services until paid.

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

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

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

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

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

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

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

IN THE EVENT THAT TOWN AND CONSULTANT ARE CONCURRENTLY NEGLIGENT, THE PARTIES AGREE THAT ALL LIABILITY SHALL BE CALCULATED ON A COMPARATIVE BASIS OF FAULT AND

RESPONSIBILITY AND THAT NEITHER PARTY SHALL BE REQUIRED TO DEFEND OR INDEMNIFY THE OTHER PARTY FOR THAT PARTY'S NEGLIGENT OR INTENTIONAL ACTS, ERRORS OR OMISSIONS.

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

Stantec Consulting Services Inc.	Town of Prosper
Dave Carter, PE, PTOE	Harlan Jefferson, Town Manager
Principal, Traffic Engineering Manager	PO Box 307
12222 Merit Drive, Suite 400	Prosper, TX 75078
Dallas, TX 75251	harlan_jefferson@prospertx.gov

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

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

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

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

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

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

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

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

18. **Prevailing Party.** In the event a Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney’s fees (including its reasonable costs and attorney’s fees on any appeal).

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

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

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

STANTEC CONSULTING SERVICES INC.

TOWN OF PROSPER, TEXAS

By: _____
Signature

Dave N Carter
Printed Name

Principal
Title

Date

By: _____
Signature

Harlan Jefferson
Printed Name

Town Manager
Title

Date

**EXHIBIT A
SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND
STANTEC CONSULTING SERVICES INC. FOR
THE TRAFFIC SIGNAL DESIGN AT COIT ROAD AND RICHLAND BLVD
PROJECT # 2005-TR**

I. PROJECT DESCRIPTION

This project includes the design of a new traffic signal at the intersection of Coit Road and Richland Blvd in the Town of Prosper, Texas. Proposed intersection improvements to be included with the signal design will include ADA compliant pedestrian ramps on all four corners and potentially modification to the median noses to provide straight crosswalks.

Stantec will design the new traffic signal per the Town's Signal Design Guidelines. The signal improvements will include installation of new mast arm pole assemblies and foundations, vehicle detection, installation of new pull boxes, underground conduits and cables, and mast arm-mounted signs. Pedestrian signals will be designed for APS (Audible Pedestrian Signals) readiness. Stantec will coordinate with the City to ensure the locations of the pedestrian signals meet the guidelines laid out in the Texas Manual of Uniform Traffic Control Devices (TMUTCD) and are in accordance with the Town's requirements.

The Town's design guidelines state that curb ramps should be located to provide straight crosswalks which may require median nose modifications. Several of the existing medians have architectural rock wall signs and landscaping installed near the median noses. Stantec will provide a preliminary intersection layout at the 30% design level for a field coordination meeting with the Town to evaluate the potential impact to these walls if the median noses are to be modified for straight crosswalks. For the purpose of this scope and fee, it is assumed that Stantec will not be responsible for any landscape and architectural wall design, modifications or relocations.

The traffic signal plans will be developed based on As-Built engineering design cadd files provided by the Town. Stantec will conduct a field visit to verify existing above ground utility locations and any underground utilities identified based on Texas811 markings. A new field survey is not to be provided by Stantec as part of the basic services, but Survey can be provided as an additional special service if it is determined that the Town's as-built electronic cadd drawings are not adequate to properly design the traffic signal and ADA Ramps. Stantec will only conduct field survey if needed and as directed by the Town. Potholing for subsurface utility engineering (SUE) is not included.

Any change to the scope of work based on additional requirements by the TOWN may result in an increase in the fee associated with the project.

II. TASK SUMMARY

Task 1 - Traffic Signal and ADA Ramp Design.

1. Manage the team:
 - Lead, manage, and direct design team activities
 - Ensure quality control is practiced in the performance of the work

- Communicate internally among team members
 - Allocate team resources
2. Communications and reporting:
 - Submit monthly invoices
 - Respond to email and telephone communication from the Town
 - Coordinate with other agencies and entities as necessary for the design of the proposed traffic signal.
 3. Meetings:
 - Attend one (1) pre-design kickoff meeting with Town staff to discuss signal design criteria. As part of this meeting, Stantec engineers will conduct a site visit at the intersection with the Town of Prosper Engineering Department to identify traffic signal pole locations, controller cabinet location, power source location, and to discuss specific issues concerning ADA Ramps, crosswalks and median nose modifications if necessary.
 - Attend one (1) in-person design review meeting with Town staff.
 4. Prepare 30% signal design and ADA Ramp design plans (complete by February 15, 2020)
 - Develop plan sheets for a permanent traffic signal based on survey base files.
 - The 30% traffic signal design plans will show location of signal poles and foundations, ADA ramps and median nose modifications for a starting design discussion that will occur in the field with the Town.
 5. Prepare 60% signal design plans (complete by March 15, 2020)
 - Traffic signal layout sheet(s) showing signal poles, vehicular and pedestrian signal heads, barrier-free ramps and associated sidewalk connections, vehicle detection, pedestrian push buttons, controller cabinet location, power source location, electrical service, conduits, ground boxes, and all known existing and proposed utilities. Stantec will coordinate with the Town to ensure the locations of the barrier-free ramps and pedestrian signals meet the guidelines laid out in the Texas Manual of Uniform Traffic Control Devices (TMUTCD) and are in accordance with the Town's requirements.
 - Signal design tables sheet(s)
 - Signing layout sheet detailing traffic signal related signs.
 - Pavement marking sheet detailing location of stop bars and crosswalks. It is assumed that all other pavement markings leading up to the intersection will remain in place.
 6. Prepare 90% signal design plans (complete by April 15, 2020)
 - Receive comments from the Town on the preliminary plans and incorporate into plans.
 - Prepare the following plan sheets for the Pre-Final design plans:
 - General Notes
 - Summary of Estimated Quantities
 - Traffic signal layout sheet
 - Signal design tables
 - Signing layout sheet detailing traffic signal related signs.
 - Pavement marking sheet.
 - Town and/or TxDOT standard detail drawings
 - Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction cost

- Assemble standard construction contract document using a template provided by the Town and modify special technical specifications for the project (if any)
7. Prepare 100% PS&E construction plans (complete by May 15, 2020):
- Receive and discuss comments from the Town on the 90% plans
 - Revise 90% plans, incorporating comments from the Town
 - Finalize estimate of construction quantities and opinion of probable construction cost.
 - Finalize construction contract documents, including special technical specifications and special conditions (if any).

Task 2 - Bidding and Construction Phase Services. The following tasks will be provided on an hourly rate with a not to exceed fee amount. The work will be performed as requested by the Town. If the fee is exceeded, an additional hourly fee may be set up to cover additional work, to be approved in advance by the Town.

1. Assist the Town in securing bids. The Town will prepare the Notice to Bidders and provide it to Stantec to use in notifying plan rooms. The Town will be responsible for publishing the appropriate legal notice and be responsible for the cost for such publications.
2. Print Bid Documents and distribute to selected plan rooms, and to prospective bidders that respond to the Invitation to Bidders. To pay for the cost of reproduction of the Plans and Contract Documents, a non-refundable fee will be charged to prospective bidders that obtain plans.
3. Maintain information on entities that have been issued a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.
4. Assist the Town by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders, if necessary.
5. Stantec will assist the Town in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the Project. Recommend award of contracts or other actions as appropriate to be taken by the Town.
6. Assist the Town in conducting a pre-construction conference with the Contractor and review the construction schedule prepared by the contractor in accordance with the requirements of the construction contract.
7. Review Contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract.
8. It is assumed that one field visit may be necessary to meet a contractor in the field to discuss any design issues that may occur during construction.

Task 3 – Record Drawings. After construction is completed, Stantec will receive redline markups from the Contractor and/or the Town, to be delivered electronically in PDF format. Stantec will generate a set of record drawing plans which will incorporate these markups. The record drawings will not be signed and sealed, instead, they will bear a stamp explaining that the plans were constructed per the 100% design plans, except as otherwise noted. Stantec will not perform a field visit to verify the redline markups.

Task 4 – Intersection Survey (if needed as an additional special service)

- If needed, the Survey task will be provided on an hourly rate with a not to exceed fee amount.
- Intersection survey may include the intersection from ROW to ROW to include 200' beyond the stop bars in each direction. Spot elevations on all features will be provided.
- Topographic corner surveys will be conducted on each corner for detailed designs of ADA ramp

modifications from the ROW to the curb and include 20 feet beyond the curb return in each direction. Topographic corner survey to include one-foot Contours and break lines will be provided.

- The Street Right of Way (R.O.W.) will be researched and shown as preliminary based on record drawings. Survey crews will field verify ROW based on monuments recovered as able under given site conditions within described scope area.
- Survey Datum:
 - i. Horizontal Control will be based on North American Datum of 1983 (NAD83), (2011), Texas State Plane Central Zone, US Survey Feet.
 - ii. Vertical Control will be based on the North American Vertical Datum of 1988 (NAVD88), Geoid 2012A, US Survey Feet.
- The existing underground utilities at the intersection will be researched. As-built plans will be requested from the Town and utility providers and will be illustrated on the survey plans. Reasonable efforts will be made during the design to avoid conflicts with existing utilities.
- Tie all visible utility features and One Call Texas811 markings. No Subsurface Utility Engineering (SUE) will be provided.

III. DELIVERABLES

Task 1 – Traffic Signal Design

One (1) PDF copy of the 30 and 60% design packages
 One (1) PDF copy of the 90% design package, including contract bid document
 One (1) PDF copy of the 100% Final PS&E package, including contract bid document

Task 3 - Record Drawings

One (1) PDF copy of each sheet of the record drawings
 One (1) CADD file of the record drawings base map

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND
STANTEC CONSULTING SERVICES INC. FOR
THE TRAFFIC SIGNAL DESIGN AT COIT ROAD AND RICHLAND BLVD
PROJECT (2005-TR)**

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	January 2020	
Task 1 - Traffic Signal and ADA Ramp Design	May 2020	\$30,000
Task 2 – Bidding and Construction Phase Services	June 2020	\$7,400
Task 3 – Record Drawings	December 2020	\$1,600
Total Compensation		\$39,000

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 1 – Traffic Signal and ADA Ramp Design	\$30,000
Task 2 – Bidding and Construction Phase Services	\$7,400
Task 3 – Record Drawings	\$1,600
Total Basic Services:	\$39,000

Special Services (NOT AUTHORIZED TO PROCEED)	Amount
Task 4 – Surveying (Hourly Not-to-Exceed)	\$9,000
Total Special Services:	\$9,000

Direct Expenses	Amount
None	\$0
Total Direct Expenses:	\$0

EXHIBIT C INSURANCE REQUIREMENTS

Service provider shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the service provider. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable, except for professional liability.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.
4. Professional Liability, also known as Errors and Omissions coverage.

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence /\$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises / Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease- Policy Limit, and \$100,000 Disease- Each Employee.
3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.
4. Professional Liability aka Errors and Omissions: \$500,000 per occurrence and in the aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

- a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the provider, products and completed operations of the provider, premises owned, occupied or used by the provider. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- b. The provider's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the provider's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- d. The provider's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the insured's limits of liability.

2. Workers Compensation and Employer's Liability Coverage:

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

3. All Coverages:

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

4. Professional Liability and / or Errors and Omissions:

"Claims made" policy is acceptable coverage, which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the Town.

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

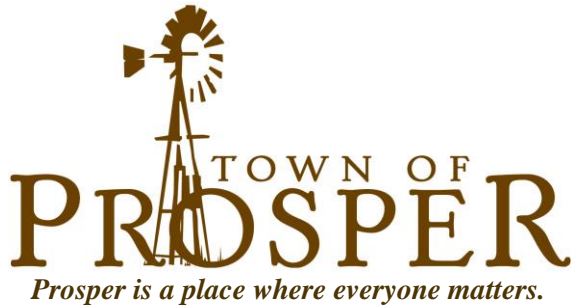
Certificate holder to be listed as follows:

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

EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE

<p style="text-align: center;">CONFLICT OF INTEREST QUESTIONNAIRE</p> <p style="text-align: center;">For vendor doing business with local governmental entity</p>	FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p style="text-align: center;">_____ Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____ Date</p>	





ENGINEERING SERVICES

To: Mayor and Town Council

From: Pete Anaya, P.E., Assistant Director of Engineering Services – Capital Projects

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 14, 2020

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Maldonado-Burkett, LLP, and the Town of Prosper, Texas, related to the design of a Traffic Signal at Fishtrap and Gee Road.

Description of Agenda Item:

This project is for the design of a traffic signal at the intersection of Fishtrap and Gee Road. The traffic signal design improvements include mast arm pole assemblies and foundations, vehicle detection, pull boxes, underground conduits and cables, mast arm-mounted signs, and pedestrian signals designed for APS (Audible Pedestrian Signals) readiness. Design work will be performed for public bids using Town of Prosper standard construction contracts and specification format.

This will be the first traffic signal designed by Maldonado-Burkett, LLP, for the Town of Prosper. They currently provide traffic signal design for many of the surrounding municipalities and Town staff has received positive feedback from the City of Frisco on their experiences. On this agenda, there is another Professional Engineering Services Agreement for consideration by the Council for the design of a traffic signal at the intersection of Coit Road and Richland Boulevard by another consultant. Due to Town staff's limited experience with traffic signal design consultants, Town staff is recommending that the two traffic signals be designed by two different consultants in an effort to evaluate the best firm or firms to move forward with on future traffic signal design projects.

At the April 9, 2019, Town Council meeting, the Town Council approved a list of qualified engineering firms, which included services for engineering design. Maldonado-Burkett, LLP, is included on the list, which also includes the following firms selected to provide Traffic Engineering related services:

- Garver, Inc.
- Kimley Horn and Associates, Inc.
- Lee Engineering
- Stantec Consulting Services, Inc.

The proposed design cost for the traffic signal at the intersection of Fishtrap and Gee Road is \$34,685, which is slightly less than the \$39,000 design cost for the traffic signal at the intersection of Coit Road and Richland Boulevard. This is due to the differences in the design scope. The intersection of Coit Road and Richland Boulevard is currently a four-legged intersection, whereas the intersection of Fishtrap and Gee Road is a three-legged intersection.

Budget Impact:

The cost for the design work is \$34,685, and \$50,000 is budgeted from the West Thoroughfare Fund in Account No. 680-6610-50-00-2004-TR. Funding for the construction of the project is budgeted at \$250,000, and is included in the FY 2019-2020 CIP Budget.

Legal Obligations and Review:

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

Attached Documents:

1. Professional Engineering Services Agreement
2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Engineering Services Agreement between Maldonado-Burkett, LLP, and the Town of Prosper, Texas, related to the design of a Traffic Signal at Fishtrap and Gee Road.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Engineering Services Agreement between Maldonado-Burkett, LLP, and the Town of Prosper, Texas, related to the design of a Traffic Signal at Fishtrap and Gee Road.

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND MALDONADO-BURKETT, LLP
FOR THE TRAFFIC SIGNAL DESIGN AT FISHTRAP ROAD AND GEE ROAD PROJECT # 2004-TR**

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

WITNESSETH:

WHEREAS, Town desires to obtain professional engineering services in connection with the **Traffic Signal Design Project at Fishtrap Road and Gee Road Project # 2004-TR**, hereinafter called "Project";

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

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

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

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

4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of thirty-four thousand, six hundred and eighty-five dollars and no cents (\$34,685) for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

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

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

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

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

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

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

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

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

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

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

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

Maldonado- Burkett, LLP
 Karl Burkett, P.E., Principal
 2312 Western Trails Blvd, Suite C-303
 Austin, TX 78745
 Karl@maldonado-burkett.com

Town of Prosper
 Harlan Jefferson, Town Manager
 PO Box 307
 Prosper, TX 75078
harlan_jefferson@prospertx.gov

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

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

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

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

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

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

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

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

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

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

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

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

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

MALDONADO-BURKETT, LLP

TOWN OF PROSPER, TEXAS

By: _____
Signature

Printed Name

Title

Date

By: _____
Signature

Harlan Jefferson

Printed Name

Town Manager

Title

Date

**EXHIBIT A
SCOPE OF SERVICES
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND MALDONADO-BURKETT, LLP
FOR THE TRAFFIC SIGNAL DESIGN AT FISHTRAP ROAD AND GEE ROAD PROJECT (PRJ #)**

I. PROJECT DESCRIPTION

Permanent Traffic Signal Design – Fishtrap Road & Gee Road

II. TASK SUMMARY

General Requirements

- Specific design requirements shall be obtained from the Town of Prosper Engineering Design Standards. Consultant will establish and summarize design criteria. The design criteria will be reviewed by the Town for approval prior to beginning design work.
- Consultant shall coordinate with the utility companies, including, but not limited to franchised utilities, Town of Prosper, pipeline companies, or any other entity which has facilities within or adjacent to the Project, any and all exposure, removal, and/or relocation work necessary for implementation of Project. This shall also include the preparation of additional plans and paperwork necessary to obtain any permits required by any of these entities.
- Each time the Consultant submits plans and/or specifications to Town, four (4) copies of each shall be submitted, unless otherwise instructed. These shall be reviewed and checked by Town and returned to Consultant for corrections. When the corrected copies of the plans and specifications are returned to Town, the original and reviewed plans and specifications shall also be returned to Town. All plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated.

Task 1 – Data Collection

- Consultant will conduct a kick-off meeting with the Town to ensure complete understanding of the project goals and to collect relevant design data. At this meeting, Consultant will gather data from the Town on the proposed/existing roadway sections at each intersection (electronic CAD format). This data will include existing survey files, existing or proposed roadway files including paving, cross sections, plans and profiles and bridge layouts, and existing and proposed right-of-way and utility files.
- Based on the information provided by the Town, Consultant will prepare signalization plans.
- Consultant will conduct a field visit to photograph key features of the intersection and to verify items shown in the collected data files.
- Consultant will approximately locate underground utilities or structures that may be within the limits of the Project. Such utilities include, but are not limited to wastewater, water, gas, electric, storm sewer, telephone, and television cable. Consultant will contact 1-800-DIG-TESS or individual utility companies to mark existing underground utilities in the field and shall show such utilities on the base map based either upon field locations or available construction as-builts.

Task 2 - Preliminary (60%) Traffic Signal Plans

Consultant shall prepare and submit one (1) electronic copy in PDF format of the Preliminary Design Plans to the Town for review. At the time of submittal of the Preliminary Design Plans, any supporting studies and/or calculations shall be submitted for review by the Town. Preliminary Design Plans must be approved by the Town prior to the Consultant

commencing with the preparation of Pre-Final Design Plans. Preliminary Design Plans will be prepared by following the steps described below:

- Develop plan sheets for permanent traffic signal improvements based on existing files provided by the TOWN.
- The 60% traffic signal design plans will detail location of poles and foundations, signal cabinet, power source, signal heads, vehicle detectors, and emergency vehicle pre-emption.
- Prepare the following plan sheets for the preliminary (60%) design plans:
 - General notes
 - Summary of estimated quantities
 - Existing conditions and removals plan sheet
 - Traffic signal design plan sheet
 - Signal design summary tables and charts
 - Pavement markings and curb ramps design plan sheet
 - Town and/or TxDOT standard detail sheets

Task 3 - Pre-Final (90%) Design Plans.

Consultant shall prepare and submit one (1) electronic copy in PDF format of the Pre-Final Design Plans to the Town for review. At the time of submittal of the Pre-Final Design Plans, any supporting studies and/or calculations shall be submitted for review by the Town. Pre-final Design Plans must be approved by the Town prior to the Consultant commencing with the preparation of Final Design Plans. Pre-final Design Plans will be prepared by following the steps described below:

- Attend one design review meeting with Town staff.
- Receive comments from the Town on the preliminary 60% plans.
- Incorporate review comments on 60% plans.
- Prepare the following plan sheets for the pre-final (90%) design plans:
 - General notes
 - Summary of estimated quantities
 - Existing conditions and removals plan sheet
 - Traffic signal design plan sheet
 - Signal design summary tables and charts
 - Pavement markings and curb ramps design plan sheet
 - Town and/or TxDOT standard detail sheets
- Assemble standard construction contract documents and modify special technical specifications, if needed, for the project (if any). Construction and bidding documents will be modified from template documents provided by the Town.
- Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs.

Task 4 - Final (100%) Design Plans.

Consultant shall prepare and submit one (1) electronic copy in PDF format of Final Design Plans for review. At the time of submittal of the Final Design Plans, any supporting studies and/or calculations shall be submitted for review by the Town. Final Design Plans will be prepared by following the steps described below:

- Attend one design review meeting with Town staff.
- Receive comments from the Town on the 90% plans.
- Incorporate review comments on 90% plans.
- Finalize construction contract documents including special technical specifications and special conditions (if any).
- Prepare estimates of final construction quantities and final opinions of construction cost.
- Submit one (1) electronic copy in PDF format plus four (4) sets of Final Design Plans, signed and sealed by a Texas Professional Engineer.

Task 5 - Bid Phase Services.

The Consultant shall attend one (1) pre-bid meeting and provide services to assist the Town in selection of a Contractor for the construction of the Project. These services shall consist of the following:

- Bid Period Requests for Information (RFI) – The Consultant shall provide technical interpretation of the Bid Documents and shall prepare proposed responses to all contractors’ questions and requests to be approved by the Town. The responses may be in the form of addenda.
- Addenda – The Consultant shall assist the Town in issuing Addenda to the Bid Documents and shall distribute Addenda to the bidders. All Addenda shall be approved by the Town.
- Conformed Document Preparation – The Consultant shall incorporate all addenda into contract documents and issue conformed sets. The Consultant shall also tabulate the bids received and evaluate for compliance to bidding requirements.

Task 6 - Construction Administration

These services are intended to assist the Town in administering the contract for construction and assisting the Town in responding to the events that occur during construction. The Consultant shall provide Construction Administration Services as defined below.

- Review of Shop Drawings, Samples and Submittals - The Consultant shall coordinate with the Town for the reviews of the Contractor’s shop drawings, samples and other submittals for conformance with the design concept and general compliance with the requirements of the contract for construction. A maximum of three (3) submittals will be reviewed under this scope of services.
- Requests for Information – The Consultant will review the Contractor’s requests for information or clarification of the contract for construction. The Consultant will coordinate and issue responses to requests to the Town. The Consultant will log and track the Contractor’s requests. No meetings are included in this scope of services; the Requests for Information will be addressed via conference call and/or email.

Task 7 - Completion of Record Documents

The Consultant shall prepare construction Record Documents for the construction related to items 2-4 above based on information received from the Construction Contractor within thirty (30) days of substantial completion of construction and provide to the Town. The Record Documents will be prepared based upon the Contractor’s redline drawings provided to the Consultant. No field survey or inspection will be performed in preparation of the Record Documents. The Record Documents will not be signed and sealed, but will bear a stamp noting their purpose.

III. DELIVERABLES

Task 1 – Data Collection	One (1) PDF of the Intersection Layout
Task 2 – Preliminary 60% Traffic Plans	One (1) PDF (60%) Plans, Specifications, and Estimate (PS&E). Four (4) paper copies of Preliminary (60%) PS&E.
Task 3 – Pre-Final Plans	One (1) PDF Pre-Final (90%) PS&E. Four (4) paper copies of the Pre-Final (90%) PS&E.
Task 4 – Final (100%) Plans	One (1) PDF Final (100%) signed and sealed PS&E Four (4) paper copies of the Final (100%) signed and sealed PS&E.

Task 5 – Bid Phase Services

One (1) PDF of the Bid Documents
Four (4) paper copies of the BID Documents

Task 6 – Construction Administration

Support for construction phase activities as described in Task 6

Task 7- Record Drawings

One (1) 11x17 bond copy of the record drawings
One (1) PDF copy of each sheet of the record drawings
One (1) DGN of the record drawings base map

**EXHIBIT B
COMPENSATION SCHEDULE**

**SCOPE OF SERVICES
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND MALDONADO-BURKETT, LLP
FOR THE TRAFFIC SIGNAL DESIGN AT FISHTRAP ROAD AND GEE ROAD PROJECT (PRJ #)**

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	January 2020	
Task 1 – Data Collection	February 2020	\$2,360
Task 2 – 60% Signal Design	March 2020	\$8,530
Task 3 – 90% Signal Design	April 2020	\$5,850
Task 4 – 100% Signal Design	May 2020	\$3,815
Task 5 – Bid Phase Services	June 2020	\$8,305
Task 6 – Construction Administration Services	December 2020	\$3,140
Task 7 - Record Drawings	January 2021	\$1,685
Total Compensation		\$33,685

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 1 – Data Collection	\$2,360
Task 2 – 60% Signal Design	\$8,530
Task 3 – 90% Signal Design	\$5,850
Task 4 – 100% Signal Design	\$3,815
Task 5 – Bid Phase Services	\$8,305
Task 6 – Construction Administration Services	\$3,140
Task 6 - Record Drawings	\$1,685
Total Basic Services:	\$33,685

Special Services (Hourly Not-to-Exceed)	Amount
None	\$0
Total Special Services:	\$0

Direct Expenses	Amount
Mileage, printing and postage	\$1,000
Total Direct Expenses:	\$1,000

EXHIBIT C INSURANCE REQUIREMENTS

Service provider shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the service provider. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable, except for professional liability.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.
4. Professional Liability, also known as Errors and Omissions coverage.

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence /\$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises / Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease- Policy Limit, and \$100,000 Disease- Each Employee.
3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.
4. Professional Liability aka Errors and Omissions: \$500,000 per occurrence and in the aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

- a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the provider, products and completed operations of the provider, premises owned, occupied or used by the provider. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- b. The provider's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the provider's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- d. The provider's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the insured's limits of liability.

2. Workers Compensation and Employer's Liability Coverage:

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

3. All Coverages:

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

4. Professional Liability and / or Errors and Omissions:

"Claims made" policy is acceptable coverage, which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the Town.

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

Certificate holder to be listed as follows:

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

EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE

<p style="text-align: center;">CONFLICT OF INTEREST QUESTIONNAIRE</p> <p style="text-align: center;">For vendor doing business with local governmental entity</p>	FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p style="text-align: center;">_____ Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____ Date</p>	



PLANNING



To: Mayor and Town Council
From: Alex Glushko, AICP, Planning Manager
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – January 14, 2020

Agenda Item:

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

Description of Agenda Item:

Attached is the Site Plan that was acted on by the Planning & Zoning Commission at their January 7, 2020, meeting. Per the Zoning Ordinance, the Town Council has the ability to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Preliminary Site Plan or Site Plan acted on by the Planning & Zoning Commission.

Attached Documents:

1. Site Plan for Whispering Farms Multi-Tenant Building

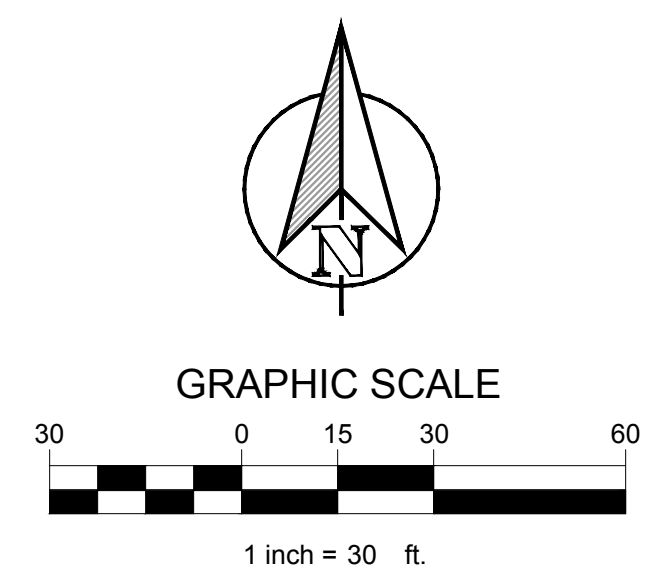
Town Staff Recommendation:

Town staff recommends the Town Council take no action on this item.

PLOTTED BY: LYNN ROWLAND
 PLOT DATE: 12/13/2019 12:11 PM
 LOCATION: \\LENVTDREV\CLAYMOORE\SHARED\PROJECTS\2019-150 CARY ALBERT PROSPER\CADD\SHEETS\SP-1 SITE PLAN.DWG
 LAST SAVED: 12/13/2019 11:07 AM

WATER METER SCHEDULE

ID	TYPE	SIZE	NO.
1	DOM.	2"	1
2	IRR.	2"	1



TEXAS REGISTRATION #14199

CLAY MOORE ENGINEERING

1105 CHEERBANKER RD., SUITE #1
COLLEGEVILLE, TX 76046
PHONE: 817.761.0077
WWW.CLAYMOORE.COM

PRELIMINARY

FOR REVIEW ONLY
Not for construction purposes.

CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS
Engineer: **MATT MOORE**
P.E. No. 95813 Date 12/13/2019

**RETAIL BUILDING
COIT RD AND PROSPER TR
PROSPER, TX**

NO.	DATE	REVISION	BY

SITE PLAN

DESIGN: LRR
DRAWN: LRR
CHECKED: ASD
DATE: 12/13/2019

SHEET
SP-1

File No. 2019-150

- TOWN OF PROSPER SITE PLAN GENERAL NOTES:**
- 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 FAÇADE PLAN.
 - SIDEWALKS OF NOT LESS THAN SIX (6) FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5) IN WIDTH ALONG RESIDENTIAL STREETS, AND BARRIER FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
 - 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 FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
 - ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 - 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.

LEGEND

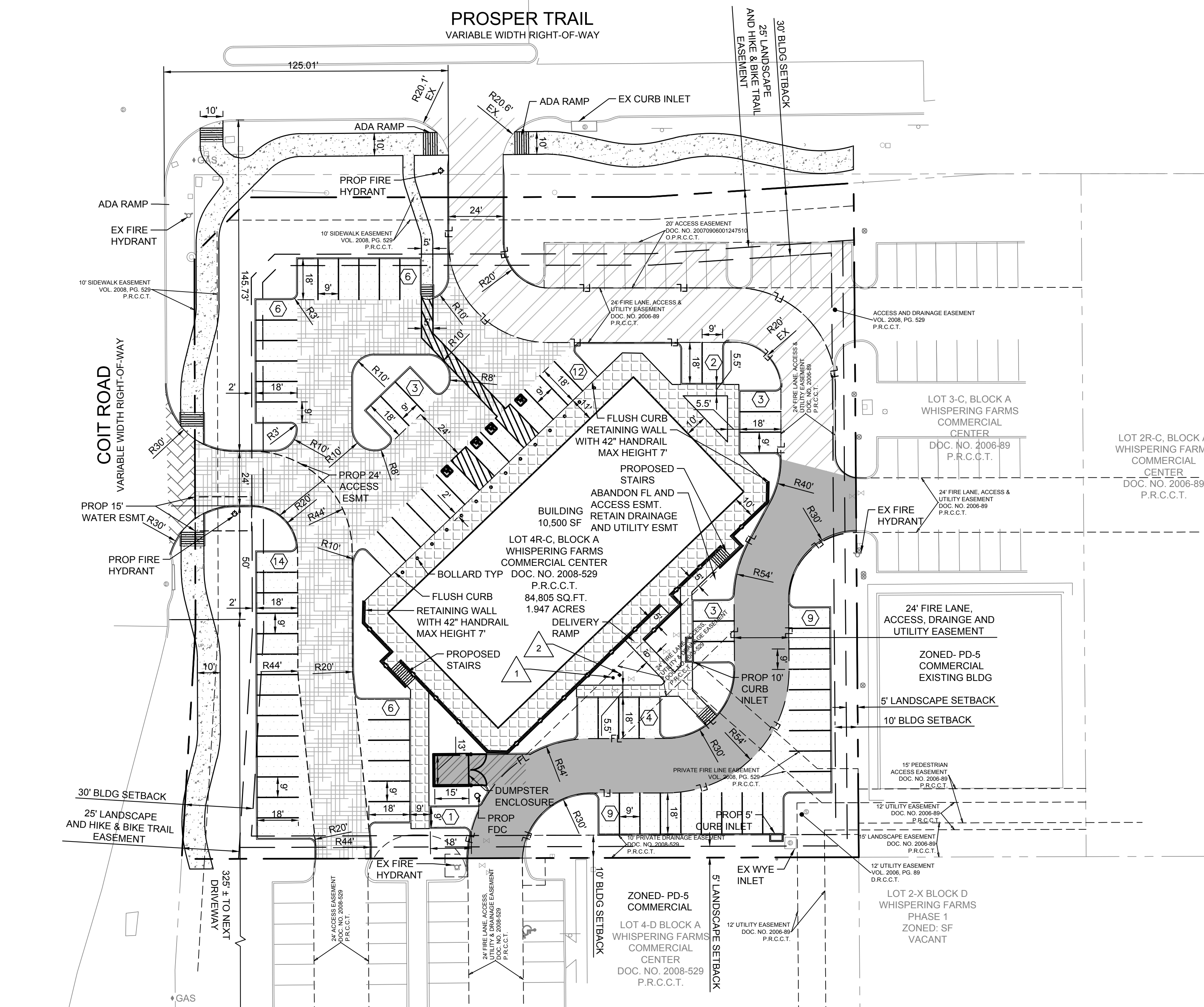
	LIGHT DUTY CONCRETE PAVEMENT
	MEDIUM DUTY CONCRETE PAVEMENT
	MEDIUM DUTY CONCRETE PAVEMENT
	DUMPSTER AREA CONCRETE PAVEMENT
	CONCRETE PER TOWN OF PROSPER STANDARDS
	EXISTING CONCRETE PAVING TO REMAIN
	PROPOSED CONCRETE SIDEWALK
	PROPOSED PUBLIC SIDEWALK PER TOWN STANDARDS
	PROPOSED CONCRETE CURB AND GUTTER
	PARKING COUNT
	PROPOSED FIRE LANE STRIPPING

BENCHMARK #1:
"X" CUT SET ON EXISTING CURB INLET IN PROSPER TRAIL, APPROXIMATELY 145' EAST OF COIT RD.
ELEVATION: 756.00 FT

BENCHMARK #2:
"X" CUT SET ON EXISTING STORM DRAIN MANHOLE, APPROXIMATELY 30' WEST OF SE PROPERTY CORNER.
ELEVATION: 745.70 FT

FLOODPLAIN NOTE

ACCORDING TO MAP NO. 48085C0235J, DATED JUNE 2, 2009 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF COLLIN COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN). 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.



SITE DATA SUMMARY

LOT	ZONING	PROPOSED USE	LOT SIZE (ACRES)	LOT SIZE (SQ. FT.)	BLDG. AREA (SQ. FT.)	BLDG. HGT. (FT)	LOT COVERAGE		FLOOR AREA RATIO		PARKING		HANDICAP SP.		TOTAL IMPERVIOUS (SQ. FT.)	LANDSCAPING		OPEN SPACE			
							REQ.	PROV.	REQ.	PROV.	REQ.	PROV.	REQ.	PROV.		REQ. (15 SF PER PARKING SPACE)	PROV.	REQ. (7% NET SITE AREA), SQ FT	PROV.		
4R-C	C PD-5	MIXED USE RESTAURANT 6,000 SF RETAIL 4,500 SF	1.95	84,805	10,500	1 STORY 20 FT	40% MAX	12.4%	0.41 MAX	0.12	1 SPACE / 250 SF RETAIL 1 SPACE / 100 SF RESTAURANT	78	78	4	4	54,820	65%	1,170	1,351	5,936	6,832

PLANNING



To: Mayor and Town Council

From: Alex Glushko, AICP, Planning Manager

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 14, 2020

Agenda Item:

Consider and act upon an ordinance amending Planned Development-40 (PD-40) in its entirety for Windsong Ranch, generally located on the west side of Teel Parkway, south of Parvin Road, in order to modify the residential development standards. (Z19-0020).

Description of Agenda Item:

On November 26, 2019, the Town Council approved the proposed rezoning request, by a vote of 6-1, subject to the following conditions:

1. Approve a total of 950 Type A lots in the entire Windsong Ranch development, with a maximum of 361 Type A lots in Phases 6 through 9;
2. Approve a total of 1,074 Type B lots in the entire Windsong Ranch development, with a maximum of 511 Type B lots in Phases 6 through 9;
3. Approve a total of 600 Type C lots in the entire Windsong Ranch development, with a maximum of 344 Type C lots in Phases 6 through 9;
4. Approve a total of 160 Type D lots in the entire Windsong Ranch development, with a maximum of 2 Type D lots in Phases 6 through 9;
5. Approve a total of 500 Type G lots, with all such lots to be located only in Phases 6 through 9 of the Windsong Ranch development; and
6. The total of Type H lots shall remain the same at 40 lots.

Further, the total lot count in the Windsong Ranch development shall be 3,324 lots, of which 1,758 lots shall be in Phases 6 through 9. Further, the Town and the developer shall enter into a Development Agreement relative to building materials and architectural features for all phases of the Windsong Ranch development, and the development agreement shall include a provision relative to the dedication by the developer of necessary right-of-way for Parvin Road.

An ordinance has been prepared accordingly.

Legal Obligations and Review:

Town Attorney, Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard ordinance as to form and legality.

Attached Documents:

1. Ordinance
2. Exhibits A, B, C, D, E, and F

Town Staff Recommendation:

Staff recommends the Town Council approve an ordinance amending Planned Development-40 (PD-40) in its entirety for Windsong Ranch, generally located on the west side of Teel Parkway, south of Parvin Road, in order to modify the residential development standards.

Proposed Motion:

I move to approve an ordinance amending Planned Development-40 (PD-40) in its entirety for Windsong Ranch, generally located on the west side of Teel Parkway, south of Parvin Road, in order to modify the residential development standards.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2020-__

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING THE TOWN'S ZONING ORDINANCE AND ZONING ORDINANCE NO. 08-030, AS AMENDED, BY REZONING A TRACT OF LAND CONSISTING OF 2,125.651 ACRES, MORE OR LESS, SITUATED IN THE C. SMITH SURVEY, ABSTRACT NO. 1681, THE J. BATES SURVEY, ABSTRACT NO. 1620, THE L. SALING SURVEY, ABSTRACT NO. 1675, THE H.P. SALING SURVEY, ABSTRACT NO. 1628, THE M.E.P. & P. RR SURVEY, ABSTRACT NO. 1476, THE P. BARNES SURVEY, ABSTRACT NO. 79, THE B. HADGES SURVEY, ABSTRACT NO. 593, THE A.B. JAMISON SURVEY, ABSTRACT NO. 672, THE B.B. WALTON SURVEY, ABSTRACT NO. 1369, THE T. BUTTON SURVEY, ABSTRACT NO. 1369, THE P.R. RUE SURVEY, ABSTRACT NO. 1555, THE J. TETTER SURVEY, ABSTRACT NO. 1262, THE L. NETHERLY SURVEY, ABSTRACT NO. 962, THE B. RUE SURVEY, ABSTRACT NO. 1113, THE A. ROBERTS SURVEY, ABSTRACT NO. 1115, THE R. YATES SURVEY, ABSTRACT NO. 1538, THE L. RUE SURVEY, ABSTRACT 1110, THE H. RUE SURVEY, ABSTRACT NO. 1111, AND THE J. MORTON SURVEY, ABSTRACT NO. 793, IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS, FROM PLANNED DEVELOPMENT-40 (PD-40) TO PLANNED DEVELOPMENT-40 (PD-40); DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Town Council") has investigated and determined that the Town's Zoning Ordinance should be amended; and

WHEREAS, the Town of Prosper, Texas ("Prosper") has received a request from Tellus Group, LLC ("Applicant") to rezone 2,125.651 acres of land, more or less, situated in the C. Smith Survey, Abstract No. 1681, The J. Bates Survey, Abstract No. 1620, The L. Saling Survey, Abstract No. 1675, The H.P. Saling Survey, Abstract No. 1628, The M.E.P. & P. RR Survey, Abstract No. 1476, The P. Barnes Survey, Abstract No. 79, The B. Hedges Survey, Abstract No. 593, The A.B. Jamison Survey, Abstract No. 672, The B.B. Walton Survey, Abstract No. 1369, The T. Button Survey, Abstract No. 1369, The P.R. Rue Survey, Abstract No. 1555, The J. Tetter Survey, Abstract No. 1262, The L. Netherly Survey, Abstract No. 962, The B. Rue Survey, Abstract No. 1113, The A. Roberts Survey, Abstract No. 1115, The R. Yates Survey, Abstract No. 1538, The L. Rue Survey, Abstract 1110, The H. Rue Survey, Abstract No. 1111, and The J. Morton Survey, Abstract No. 793, in the Town of Prosper, Denton County, Texas and being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes; and

WHEREAS, the Town Council has investigated into and determined that the facts contained in the request are true and correct; and

WHEREAS, all legal notices required for rezoning have been given in the manner and form set forth by law, and public hearings have been held on the proposed rezoning and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

WHEREAS, the Town Council has further investigated into and determined that it will be advantageous and beneficial to Prosper and its inhabitants to rezone this property as set forth below.

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

SECTION 1

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

SECTION 2

Amendments to the Town's Zoning Ordinance. The Town's Zoning Ordinance is amended as follows: The zoning designation of the property containing 2,125.651 acres of land, more or less, situated in the C. Smith Survey, Abstract No. 1681, The J. Bates Survey, Abstract No. 1620, The L. Saling Survey, Abstract No. 1675, The H.P. Saling Survey, Abstract No. 1628, The M.E.P. & P. RR Survey, Abstract No. 1476, The P. Barnes Survey, Abstract No. 79, The B. Hedges Survey, Abstract No. 593, The A.B. Jamison Survey, Abstract No. 672, The B.B. Walton Survey, Abstract No. 1369, The T. Button Survey, Abstract No. 1369, The P.R. Rue Survey, Abstract No. 1555, The J. Tetter Survey, Abstract No. 1262, The L. Netherly Survey, Abstract No. 962, The B. Rue Survey, Abstract No. 1113, The A. Roberts Survey, Abstract No. 1115, The R. Yates Survey, Abstract No. 1538, The L. Rue Survey, Abstract 1110, The H. Rue Survey, Abstract No. 1111, and The J. Morton Survey, Abstract No. 793, in the Town of Prosper, Denton County, Texas, (the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto is hereby rezoned as Planned Development-40 (PD-40) and being more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, and uses for the Property in this Planned Development District shall conform to, and comply with 1) the Statement of Intent and Purpose, attached hereto as Exhibit B; 2) the Development Standards, attached hereto as Exhibit C; 3) the Site Plan, attached hereto as Exhibit D; 4) the Development Schedule, attached hereto as Exhibit E; and 5) the Façade Plans, attached hereto as Exhibit F, which are incorporated herein for all purposes as if set forth verbatim, subject to the following conditions of approval by the Town Council:

1. Approve a total of 950 Type A lots in the entire Windsong Ranch development, with a maximum of 361 Type A lots in Phases 6 through 9;
2. Approve a total of 1,074 Type B lots in the entire Windsong Ranch development, with a maximum of 511 Type B lots in Phases 6 through 9;
3. Approve a total of 600 Type C lots in the entire Windsong Ranch development, with a maximum of 344 Type C lots in Phases 6 through 9;
4. Approve a total of 160 Type D lots in the entire Windsong Ranch development, with a maximum of 2 Type D lots in Phases 6 through 9;
5. Approve a total of 500 Type G lots, with all such lots to be located only in Phases 6 through 9 of the Windsong Ranch development; and
6. the total of Type H lots shall remain the same at 40 lots.

Further, the total lot count in the Windsong Ranch development shall be 3,324 lots, of which 1,758 lots shall be in Phases 6 through 9.

All development plans, standards, and uses for the Property shall comply fully with the requirements of all ordinances, rules, and regulations of the Town of Prosper, as they currently exist or may be amended.

Two (2) original, official, and identical copies of the zoning exhibit map are hereby adopted and shall be filed and maintained as follows:

- a. One (1) copy shall be filed with the Town Secretary and retained as an original record and shall not be changed in any manner.
- b. One (1) copy shall be filed with the Building Official and shall be maintained up-to-date by posting thereon all changes and subsequent amendments for observation, issuing building permits, certificates of compliance and occupancy, and enforcing the zoning ordinance. Reproduction for information purposes may from time-to-time be made of the official zoning district map.

SECTION 3

No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the Town Council in the manner provided for by law.

SECTION 4

Unlawful Use of Premises. It shall be unlawful for any person, firm or corporation to make use of said premises in some manner other than as authorized by this Ordinance, and shall be unlawful for any person, firm or corporation to construct on said premises any building that is not in conformity with the permissible uses under this Zoning Ordinance.

SECTION 5

Penalty. Any person, firm, corporation or business entity violating this Ordinance or any provision of Prosper's Zoning Ordinance, as amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Two Thousand Dollars (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Prosper from filing suit to enjoin the violation. Prosper retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 6

Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Prosper hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 7

Savings/Repealing Clause. Prosper’s Zoning Ordinance, as amended, shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the appeal prevent a prosecution from being commenced for any violation if occurring prior to the repealing of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8

Effective Date. This Ordinance shall become effective from and after its adoption and publications as required by law.

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

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

EXHIBIT "A"
Legal Descriptions for Mahard Ranch, Town of Prosper, Texas

EXHIBIT "A-1"

Legal Description of the Mahard Property

BEING a tract of land out of the C. SMITH SURVEY, Abstract No. 1681, the J. BATES SURVEY, Abstract No. 1620, the L. SALING SURVEY, Abstract No. 1675, the H.P. SALING SURVEY, Abstract No. 1628, the M.E.P. & P. RR SURVEY, Abstract No. 1476, P. BARNES SURVEY, Abstract No. 79, the B. HADGES SURVEY, Abstract No. 593, the A.B. JAMISON SURVEY, Abstract No. 672, the B.B. WALTON SURVEY, Abstract No. 1369, the T. BUTTON SURVEY, Abstract No. 88, the P.R. RUE SURVEY, Abstract No. 1555, the J. TETTER SURVEY, Abstract No. 1262, the L. NETHERLY SURVEY, Abstract No. 962, the B. RUE SURVEY, Abstract No. 1113, the A. ROBERTS SURVEY, Abstract No. 1115, in Denton County, Texas, the R. YATES SURVEY, Abstract No. 1538, the L. RUE SURVEY, Abstract No. 1110, the H. RUE SURVEY, Abstract No. 1111, the J. MORTON SURVEY, Abstract No. 793, in Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2004-0063826 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 20041-0024459 of the Real Property Records of Denton County, Texas, being part of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2004-0014699 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2004-0014698 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2005-0014700 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2004-0046720 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2004-0024462 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2004-0024458 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2004-0050900 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard Egg Farm, Inc. recorded in Volume 1936, Page 145 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard Egg Farm, Inc. recorded in Volume 1618, Page 329 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard Egg Farm, Inc. recorded in Volume 547, Page 394 of the Deed Records of Denton County, Texas, being part of the tract of land described in deed to Mahard Egg Farm, Inc. recorded in Volume 1332, Page 176 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard Egg Farm, Inc. recorded in Volume 779, Page 665 of the Deed Records of Denton County, Texas, being all of the tract of land described in deed to Ernest Mahard recorded in Volume 1938, Page 931 of the Real Property Records of Denton County, Texas being all of the tract of land described in deed to Mahard Egg Farm, Inc. recorded in Volume 1149, Page 500 of the Deed Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a TXDOT monument found in the north right-of-way line of U.S. Highway No. 380, said monument being the northeast corner of a tract of land described in deed to the State of Texas recorded in Volume 4769, Page 1768 of the Real Property Records of Denton County, Texas;

THENCE with said north right-of-way line, the following courses and distances to wit:

South 88°35'51" West, a distance of 3483.13 feet to a TXDOT monument found;

North 46°16'16" West, a distance of 83.68 feet to a fence post in the east line of Good Hope Road (no dedication recordation found);

THENCE with said east line and along a fence, North 00°25'46" West, a distance of 1453.36 feet to a fence corner found in the south line of a 25.44 acre tract of land described in deed to Nathan Goodlet recorded in Volume 3329, Page 825 of the Real Property Records of Denton County, Texas;

THENCE with said south line, North 88°56'49" East, a distance of 1435.64 feet to a 3/8" iron rod found for corner;

THENCE with the east line of said 25.44 acre tract, North 00°30'13" West, a distance of 819.11 feet to a 1/2" iron rod found for corner;

THENCE with the north line of said 25.44 acre tract, South 89°35'17" West, a distance of 1430.32 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" (hereinafter called 5/8" iron rod set) for corner in the east line of said Good Hope Road:

THENCE with said east line, North 00°08'13" West, a distance of 1236.96 feet to a fence corner in the south line of a tract of land described in deed to Judy Reeves;

THENCE with the south line of said Reeves tract, North 89°14'55" East, a distance of 940.90 feet to a 5/8" iron rod set for corner;

THENCE with the east line of said Reeves tract, North 00°40'52" West, a distance of 197.22 feet to a 1/2" iron rod found for corner in the south line of Fish Trap Road (no dedication recordation found);

THENCE with said south line, North 88°59'28" East, a distance of 815.80 feet to a 1/2" iron rod found for corner;

THENCE leaving said south line, North 00°06'59" West, a distance of 36.44 feet to a pk nail found in the centerline of said Fish Trap Road;

THENCE along the centerline of said Fish Trap Road, South 89°04'04" West, a distance of 1776.99 feet to a pk nail set for the intersection of the centerline of said Fish Trap Road and the centerline of said Good Hope Road;

THENCE along the centerline of said Good Hope Road, South 00°15'35" East, a distance of 3735.79 feet to a pk nail set in the north right-of-way line of said U.S. Highway No. 380;

THENCE with said north right-of-way line, the following courses and distances to wit:

South 44°02'02" West, a distance of 114.60 feet to a TXDOT monument found;

South 88°35'51" West, a distance of 2062.12 feet to a 5/8" iron rod set for corner;

South 88°50'58" West, a distance of 100.00 feet to a 5/8" iron rod set for corner;
 South 89°09'27" West, a distance of 22.39 feet to a 5/8" iron rod set for corner;
 North 45°50'38" West, a distance of 111.42 feet to a pk nail set in the centerline of Gee Road (no dedication recordation found);

THENCE with said centerline, North 00°01'02" West, a distance of 1114.87 feet to a pk nail set;

THENCE with the easterly most north line of a 106.26 acre tract of land described in deed to Judy Gee recorded in Volume 3130, Page 794 of the Real Property Records of Denton County, Texas, part of the way, South 89°33'35" West, a distance of 1098.63 feet to a fence corner found;

THENCE along a fence, North 12°40'03" East, a distance of 2150.51 feet to a fence corner found for the northwest corner of a 5.34 acre tract of land described in deed to Mahard Egg Farm, Inc. recorded in Volume 1936, Page 145 of the Real Property Records of Denton County, Texas;

THENCE the following courses and distances to wit:

North 88°30'03" West, a distance of 451.90 feet to a 5/8" iron rod set for corner;
 North 59°57'10" West, a distance of 66.21 feet to a 5/8" iron rod set for corner;
 North 27°15'28" West, a distance of 207.89 feet to a 5/8" iron rod set for corner;
 South 79°58'04" West, a distance of 116.69 feet to a 5/8" iron rod set for corner;
 South 17°11'21" West, a distance of 12.96 feet to a 5/8" iron rod set for corner;
 North 65°16'52" West, a distance of 66.04 feet to a 5/8" iron rod set for the northerly most corner of said 106.26 acre tract;

THENCE with the west lines of said 106.26 acre tract, the following courses and distances to wit:

South 31°55'38" West, a distance of 494.24 feet to a 5/8" iron rod set for corner;
 South 57°52'02" East, a distance of 601.93 feet to a Corp of Engineers monument found;
 South 31°24'02" West, a distance of 1854.30 feet to a Corp of Engineers monument found;
 South 31°27'22" West, a distance of 302.61 feet to a 5/8" iron rod set for the northeast corner of a 0.78 acre tract of land described in deed to the City of Irving recorded in Volume 4871, Page 5128 of the Real Property Records of Denton County, Texas;

THENCE the lines of said 0.78 acre tract, the following courses and distances to wit:

North 73°29'41" West, a distance of 241.29 feet to a 1/2" iron rod found for corner;
 South 21°58'41" West, a distance of 181.00 feet to a 5/8" iron rod set for corner;
 South 73°29'27" East, a distance of 67.00 feet to a 5/8" iron rod set for corner;
 North 22°20'38" East, a distance of 41.52 feet to a 5/8" iron rod set for corner;
 South 75°57'16" East, a distance of 152.12 feet to a 1/2" iron rod found in the west line of said 106.26 acre tract;

THENCE with said west line and along a fence part of the way, South 31°27'22" West, a distance of 877.59 feet to a 5/8" iron rod set for corner in the north right-of-way line of said U.S. Highway No. 380

THENCE with said north right-of-way line, North 88°48'55" West, a distance of 587.44 feet to a 5/8" iron rod set for the southeast corner of a 61.2 acre tract of land described in deed to M.

Taylor Hansel recorded in Denton County Clerk's File No. 94-R0091793 of the Real Property Records of Denton County, Texas;

THENCE with the east lines of said Hansel tract, the following courses and distances to wit:

North 08°56'01" East, a distance of 240.78 feet to a 5/8" iron rod set for corner;
 North 55°59'01" East, a distance of 132.20 feet to a 5/8" iron rod set for corner;
 South 20°18'01" West, a distance of 155.70 feet to a 5/8" iron rod set for corner;
 South 80°49'59" East, a distance of 88.40 feet to a 5/8" iron rod set for corner;
 North 45°13'01" East, a distance of 261.10 feet to a 5/8" iron rod set for corner;
 South 62°15'59" East, a distance of 216.20 feet to a 5/8" iron rod set for corner;
 North 15°04'01" East, a distance of 184.70 feet to a 5/8" iron rod set for corner;
 North 56°01'01" East, a distance of 183.40 feet to a 5/8" iron rod set for corner;
 North 18°07'01" East, a distance of 197.90 feet to a 5/8" iron rod set for corner;
 North 73°19'59" West, a distance of 688.80 feet to a Corp of Engineers monument found for the southeast corner of a 107.57 acre tract of land described in deed to Fish Trap Properties, Ltd., recorded in Volume 4626, Page 2922 of the Real Property Records of Denton County, Texas;

THENCE with the east lines of said 107.57 acre tract, the following courses and distances to wit:

North 29°02'03" East, a distance of 67.81 feet to a 5/8" iron rod set for corner;
 North 22°04'26" East, a distance of 710.31 feet to a Corp of Engineers monument found;
 North 33°00'31" East, a distance of 221.33 feet to a Corp of Engineers monument found;
 North 58°30'15" West, a distance of 249.63 feet to a Corp of Engineers monument found for the southeast corner of a 43.07 acre tract of land described in deed to Billy Jeter recorded in Volume 2125, Page 729 of the Real Property Records of Denton County, Texas;

THENCE with the east lines of said 43.07 acre tract, the following courses and distances to wit:

North 07°55'24" East, a distance of 669.72 feet to a 5/8" iron rod set for corner;
 South 75°24'16" East, a distance of 402.59 feet to a Corp of Engineers monument found;
 North 19°28'37" West, a distance of 739.75 feet to a Corp of Engineers monument found;
 North 35°34'01" East, a distance of 531.05 feet to a Corp of Engineers monument found;
 North 02°04'22" West, a distance of 172.83 feet to a fence post found in the south line of a 57.55 acre tract of land described in deed to G&S Landscaping recorded in Volume 5114, Page 1398 of the Real Property Records of Denton County, Texas;

THENCE with said south line, South 77°28'43" East, a distance of 553.04 feet to a Corp of Engineers monument found;

THENCE with the east line of said 57.55 acre tract and the east line of two tracts of land described in deed to Mary Weber recorded in Denton County Clerk's File No. 94-R0031655 of the Real Property Records of Denton County, Texas, the following courses and distances to wit:

North 01°07'34" East, a distance of 278.92 feet to a 5/8" iron rod found;
 North 01°04'49" East, a distance of 510.59 feet to a Corp of Engineers monument found;
 North 00°57'07" West, a distance of 149.86 feet to a Corp of Engineers monument found;
 North 00°06'44" East, a distance of 1393.34 feet to a 1/2" iron rod found for corner;

North 89°49'12" West, a distance of 505.03 feet to a fence corner found in the east line of a 58.44 acre tract of land described in deed to Benny Nobles recorded in Volume 2299, Page 94 of the Real Property Records of Denton County, Texas;

THENCE with said east line, North 00°50'11" West, a distance of 810.75 feet to a fence corner found in the south line of a 99.5 acre tract of land described in deed to Rue Family Trust recorded in Volume 5032, Page 3961 of the Real Property Records of Denton County, Texas;

THENCE with the south and east lines of said 99.5 acre tract and the south line of a 90 acre tract of land described in deed to Rue Family Trust recorded in Volume 5032, Page 3961 of the Real Property Records of Denton County, Texas the following courses and distances to wit:

North 89°17'21" East, a distance of 1389.64 feet to a 5/8" iron rod set for corner;

North 03°32'47" West, a distance of 929.90 feet to a 5/8" iron rod set for corner;

South 85°47'35" West, a distance of 228.77 feet to a 1/2" iron rod found for corner;

North 02°06'10" East, a distance of 1767.38 feet to a 3/8" iron rod found for corner;

South 88°23'11" East, a distance of 1111.78 feet to a 5/8" iron rod set for in the west line of a 319.00 acre tract of land described in deed to Sammy Carey recorded in Volume 2336, Page 5411 of the Real Property Records of Denton County, Texas;

THENCE with said west line, South 00°10'32" West, a distance of 125.32 feet to a 5/8" iron rod set for corner;

THENCE with the south line of said 319.00 acre tract and the south line of a 5 acre tract of land described in deed to M.B. Allen recorded in Volume 375, Page 395 of the Deed Records of Denton County, Texas, North 88°58'42" East, a distance of 2644.03 feet to a 1/2" iron rod found in the centerline of said Good Hope Road;

THENCE along said centerline, North 00°48'31" West, a distance of 992.40 feet to a 1/2" iron rod found for corner;

THENCE with the south line of the tract of land described in deed to the Good Hope Church and continuing along Good Hope Road, South 89°38'27" East, a distance of 457.50 feet to a 5/8" iron rod set in the east line of said Good Hope Road;

THENCE with the east line of said Good Hope Road, the following courses and distances to wit:

North 01°47'00" West, a distance of 935.34 feet to a 5/8" iron rod set for corner;

North 00°15'22" West, a distance of 1726.79 feet to a 5/8" iron rod set for an ell corner in the south line of a 100 acre tract of land described in deed to Bruce Jackson recorded in Volume 4910, Page 2975 of the Real Property Records of Denton County, Texas;

THENCE with the south line of said 100 acre tract, the south line of a 134.58 acre tract of land described in deed to Little Elm Ranch Corporation recorded in Volume 5416, Page 3334 of the Real Property Records of Denton County, Texas, and the south line of a tract of land described in deed to Salvador Buentello recorded in Volume 2633, Page 648 of the Real Property Records of Denton County, Texas, North 89°42'25" East, a distance of 1545.14 feet to a 5/8" iron rod set in the centerline of a Parvin Road (no dedication recordation found);

THENCE along said centerline and with the south line of said Buentello tract, the following courses and distances to wit

North 70°58'34" East, a distance of 76.26 feet to a 5/8" iron rod set for corner;

North 74°05'38" East, a distance of 206.69 feet to a 5/8" iron rod set for corner;

North 77°25'29" East, a distance of 112.34 feet to a 1/2" iron rod found for corner;
 North 01°25'12" East, a distance of 17.04 feet to a 5/8" iron rod set for corner;

THENCE continuing along said centerline, the south line of said Buentello tract, the south line of a 1.75 acre tract of land described in deed to Donna Jackson recorded in Denton County Clerk's File No. 2004-0086324 of the Real Property Records of Denton County, Texas, the south line of a 2.5 acre and 14.87 acre tracts of land described in deed to Jose Gutierrez recorded in Denton County Clerk's File No. 2004-0139581 of the Real Property Records of Denton County, Texas, and the south line of a 15 acre tract of land described in deed to William Kramer, the following courses and distances to wit:

North 89°08'54" East, a distance of 1300.08 feet to a 1/2" iron rod found for corner;
 North 89°07'58" East, a distance of 3455.35 feet to a 1/2" iron rod found for the northwest corner of a 100 acre tract of land described in deed to RH-TWO, LP recorded in Denton County Clerk's File No. 2004-0086307 of the Real Property Records of Denton County, Texas;

THENCE with the west line of said 100 acre tract, South 00°40'06" West, a distance of 2809.18 feet to a 1/2" iron rod found in the centerline of Prosper Road (no dedication recordation found);

THENCE with said centerline, South 89°24'09" West, a distance of 3412.04 feet to a 1/2" iron rod found for corner;

THENCE leaving said centerline, North 00°12'44" West, a distance of 16.61 feet to a 5/8" iron rod set in the north line of said Prosper Road;

THENCE with said north line, South 89°49'30" West, a distance of 298.97 feet to a 5/8" iron rod set in the east line of a 5 acre tract of land described in deed to Curtis McDaniel recorded in Volume 354, Page 271 of the Deed Records of Denton County, Texas;

THENCE with the lines of the remainder of said 5 acre tract, the following courses and distances to wit:

North 00°15'22" East, a distance of 214.38 feet to a 5/8" iron rod set for corner;
 South 89°47'16" West, a distance of 318.73 feet to a 5/8" iron rod set for corner;
 South 33°13'36" East, a distance of 218.94 feet to a 5/8" iron rod set for corner;
 South 72°26'17" East, a distance of 198.56 feet to a 5/8" iron rod set in the centerline of Fields Road (no dedication recordation found);

THENCE along said centerline, the following courses and distances to wit:

South 00°02'02" West, a distance of 1534.38 feet to a 5/8" iron rod set for corner;
 South 00°08'41" East, a distance of 1196.19 feet to a 1/2" iron rod found for corner;
 South 00°19'01" East, a distance of 1051.65 feet to a 1/2" iron rod found for corner;
 South 00°46'08" West, a distance of 705.12 feet to a 5/8" iron rod set for corner;
 South 20°37'31" East, a distance of 96.22 feet to a 5/8" iron rod set for corner;
 South 28°15'33" East, a distance of 189.49 feet to a 3/8" iron rod found for corner;
 South 02°06'04" East, a distance of 1803.07 feet to a 1" iron rod found for corner;
 South 00°06'17" East, a distance of 1284.69 feet to a 5/8" iron rod set for corner;
 South 00°06'37" West, a distance of 1042.41 feet to a 5/8" iron rod set for corner;

THENCE leaving the centerline of said Fields Road, South 89°11'26" West, a distance of 21.20 feet to a 5/8" iron rod set in the west line of said Field Road;

THENCE with said west line, the following courses and distances to wit:

South 00°00'27" West, a distance of 1396.62 feet to a fence corner;

South 41°23'46" West, a distance of 87.55 feet to the **POINT OF BEGINNING** and containing 2106.592 acres of land.

Bearing system based North Central Zone of the Texas State Plane Coordinate System.

SAVE AND EXCEPT

Being all of that certain lot, tract or parcel of land located in the B. Rue Survey, Abstract No. 1113, Denton County, Texas, and being a portion of a called 76 acre tract of land described as Tract Three in deed to Mahard 2003 Partnership, L.P., recorded in County Clerks File No. 2004-0050900, Real Property Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found at an ell corner in the south line of a called 100 acre tract of land described in deed to Bruce Jackson, et al, recorded in Volume 4910, Page 2975, Real Property Records, Denton County, Texas, same being the northwest corner of said Mahard 2003 Partnership, L.P. tract;

THENCE North 89°42'25" East, along the north line of said Mahard 2003 Partnership, L.P. tract and passing at a distance of 583.33 feet the common southern corner of said Bruce Jackson, et al tract and a called 134.58 acre tract of land described in deed to Little Elm Ranch Corporation, recorded in Volume 5416, Page 3334, Real Property Records, Denton County, Texas, passing again at a distance of 834.26 feet the common southern corner of said Little Elm Ranch Corporation tract, and a tract of land described in deed to Salvador Buentello, recorded in Volume 2633, Page 648, Real Property Records, Denton County, Texas, and continuing for a total distance of 1,545.14 feet to a 5/8" iron rod found for corner in the present centerline of Parvin Road (no record of dedication found) at the beginning of a non-tangent curve to the left, having a radius of 1,206.88 feet, a central angle of 19°32'21", and a chord bearing and distance of South 58°53'46" West, 409.58 feet;

THENCE in a southwesterly direction, along the present centerline of said Parvin Road and passing through said Mahard 2003 Partnership, L.P. tract the following five (5) courses and distances:

- 1) Along said non-tangent curve to the left, an arc length of 411.57 feet;
- 2) South 49°04'47" West, a distance of 322.13 feet to the beginning of a curve to the right, having a radius of 355.51 feet, a central angle of 34°57'47", and a chord bearing and distance of South 71°08'48" West, 213.59 feet;
- 3) Along said curve to the right, an arc length of 216.94 feet;
- 4) South 88°37'42" West, a distance of 557.23 feet to the beginning of a curve to the left, having a radius of 410.55 feet, a central angle of 27°36'35", and a chord bearing and distance of South 75°08'34" West, 195.93 feet;
- 5) Along said curve to the left, an arc length of 197.83 feet to the east line of Good Hope Road (no record of dedication found), same being the most southerly southeast corner of said Bruce Jackson, et al tract;

THENCE North 00°15'22" West, along the most southerly east line of said Bruce Jackson, et al tract, a distance of 547.29 feet to the Place of Beginning and containing 575,223 square feet or 13.205 acres of land.

EXHIBIT "A-2"**Legal Description of the FC Prosper Property****TRACT ONE**

A tract of land situated within the J. Bates Survey, Abstract Number 1620, Denton County, Texas and being the same tract of land as conveyed to Nathan Goodlet, et ux by a deed filed for record in Volume 3329 at Page 820 of the Deed Records of Denton County, Texas. Said tract of land being more particularly described by metes and bounds as follows:

Beginning at a 5/8" rebar with a cap marked "KHA" found on the monumented East right-of-way line of Good Hope Road, for the common West corner of the tract of land herein described and a called 100.00 acre tract of land conveyed to E. Mahard, Jr. by a deed filed for record at County Clerk's instrument Number 93-R0049966 of the Deed Records of Denton County, Texas;

Thence N 00°20'14" W, along the aforementioned monumented East right-of-way line, 388.18 feet to a 1/2" rebar in concrete found for a common corner of the tract of land herein described and a called 0.507 acre tract of land and conveyed to N. J. Goodlet, et ux by a deed filed for record in Volume 1230 at Page 351 of the Deed Records of Denton County, Texas;

Thence N 86°19'09" E, along the common boundary line of the tract of land herein described and the aforementioned 0.507 acre tract, 162.36 feet to a 1/2" rebar with a cap marked "RPLS 4967" set for a common corner;

Thence N 04°22'35" W, continuing along the aforementioned common boundary line, 138.28 feet to a 1/2" rebar in concrete found for a common corner;

Thence S 89°00'42" W, continuing along the aforementioned common boundary line, 151.50 feet to a 1/2" rebar in concrete found for a common corner on the monumented East right-of-way line of Good Hope Road;

Thence N 00°02'39" W, along the aforementioned East right-of-way line, 176.63 feet to a 1/2" rebar in concrete found for a common corner of the tract of land herein described and a called 1.00 acre tract of land conveyed to N. J. Goodlet, et ux by a deed filed for record at County Clerk's Instrument Number 94-R0089059 of the Deed Records of Denton County, Texas;

Thence N 89°24'44" E, along the common boundary line of the tract of land herein described and the aforementioned 1.00 acre tract, 362.48 feet to a 1/2" rebar in concrete found for a common corner;

Thence N 00°05'33" W, continuing along the aforementioned common boundary line, 120.14 feet to a 1/2" rebar in concrete found for their common North corner on the South boundary line of a called 56.319 acre tract of land conveyed to E. Mahard, Jr. by a deed filed for record at County Clerk's Instrument Number 2004-24459 of the Deed Records of Denton County, Texas;

Thence N 89°24'44" E, along the common boundary line of the tract of land herein described and the aforementioned 56.319 acre tract 1068.57 feet to a 5/8" rebar with a cap marked "KHA" found for a common corner;

Thence S 00°28'43" E, continuing along the aforementioned common boundary line, 818.81 feet to a ½" rebar in concrete found for a common corner on the North boundary line of the above-mentioned 100.00 acre tract;

Thence S 88°55'33" W, along the common boundary line of the tract of land herein described and the aforementioned 100.00 acre tract, 1435.44 feet to the Point of Beginning.

Said tract of land containing 1,116,766 square feet or 25.637 acres, more or less.

TRACT TWO

A tract of land situated within the J. Bates Survey, Abstract Number 1620, Denton County, Texas and being the same tract of land as conveyed to Nathan Goodlet, et ux by a deed filed for record in Volume 1230 at Page 351 of the Deed Records of Denton County, Texas. Said tract of land being more particularly described by metes and bounds as follows:

Beginning at a ½" rebar in concrete found, on the monumented East right-of-way line of Good Hope Road, for the Southwest corner of the tract of land herein described and a corner of a called 25.6476 acre tract of land as conveyed to N. Goodlet, et ux by a deed filed for record in Volume 3329 at Page 820 of the Deed Records of Denton County, Texas;

Thence N 86°19'09" E, along the common boundary line of the tract of land herein described and the aforementioned 25.6476 acre tract, 92.56 feet to a ½" rebar in concrete found for a corner;

Thence N 04°18'50" W, 13.05 feet to a 3/8" rebar found for a corner;

Thence N 86°13'43" E, 13.06 feet to a ½" rebar with a cap marked "RPLS 4967" set for a corner;

Thence S 05°12'35" E, 13.07 feet to a ½" rebar in concrete found for a corner on the North boundary line of the above-mentioned 25.6576 acre tract of land;

Thence N 86°19'09" E, along the aforementioned common boundary line, 56.54 feet to a ½" rebar in concrete found for a common corner;

Thence N 04°22'35" W, continuing along the aforementioned common boundary line, 138.28 feet to a ½" rebar in concrete found for a common corner;

Thence S 89°00'42" W, continuing along the aforementioned common boundary line, 151.50 feet to a ½" rebar in concrete found for a common corner on the above-mentioned East right-of-way line;

Thence S 00°00'14" E, along the aforementioned East right-of-way line, 145.68 feet to the Point of Beginning.

Said tract of land containing 22,087 square feet or 0.507 acres, more or less.

TRACT THREE

A tract of land situated within the J. Bates Survey, Abstract Number 1620, Denton County, Texas and being the same tract of land as conveyed to Nathan Goodlet, et ux by a deed filed for record at County Clerk's Instrument Number 94-R0089059 of the Deed Records of Denton County, Texas. Said tract of land being more particularly described by metes and bounds as follows:

Beginning at a ½" rebar in concrete found, on the monumented East right-of-way line of Good Hope Road, for the Southwest corner of the tract of land herein described and a corner of a called 25.6476 acre tract of land as conveyed to N. Goodlet, et ux by a deed filed for record in Volume 3329 at Page 820 of the Deed Records of Denton County, Texas;

Thence N 89°21'12" E, along the common boundary line of the tract of land herein described and the aforementioned 25.6476 acre tract of land, 362.48 feet to a ½" rebar in concrete found for a common corner;

Thence N 00°05'33" W, continuing along the aforementioned common boundary line, 120.14 feet to a ½" rebar in concrete found for their common North corner on the South boundary line of a called 56.319 acre tract of land conveyed to E. Mahard, Jr. by a deed filed for record at County Clerk's Instrument Number 2004-24456 of the Deed Records of Denton County, Texas;

Thence S 89°24'44" W, along the common boundary line of the tract of land herein described and the aforementioned 56.319 acre tract, 362.29 feet to a ½" rebar with a cap marked "RPLS 4967" set for their common West corner on the above-mentioned East right-of-way line;

Thence S 00°00'19" E, along the aforementioned East right-of-way line, 120.52 feet to the Point of Beginning.

Said tract of land containing 43,604 square feet or 1.001 acre, more or less.

TRACT FOUR

A tract of land situated within the J. Bates Survey, Abstract Number 1620, Denton County, Texas and being a portion of a tract of land conveyed to Laura Jackson by a deed filed for record in Volume 291 at Page 80 of the Deed Records of Denton County, Texas and also being more particularly described by metes and bounds as follows:

Commencing, for a tie, at a 1/2" rebar in concrete, found on the monumented East right-of-way line of Good Hope Road, for the Southwest corner of a tract of land conveyed to Nathan Goodlet, et ux by a deed filed for record in Volume 1230 at Page 351 of the Deed Records of Denton County, Texas from which a 1/2" rebar in concrete found for its Northwest corner bears N 00°00'14" W, 145.68 feet;

Thence N 86°19'09" E, 92.56 feet to a 1/2" rebar found in concrete found for the Southwest corner and Point of Beginning of the tract of land herein described, said corner also being an internal corner of the aforementioned Goodlet tract;

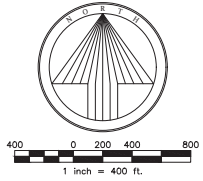
Thence N 04°18'50" W, along the common boundary line of the tract of land herein described and the aforementioned Goodlet tract, 13.05 feet to a 3/8" rebar found for a common corner;

Thence N 86°13'43" E, continuing along the aforementioned common boundary line, 13.06 feet to a 1/2" rebar with a cap marked "RPLS 4967" set for a common corner;

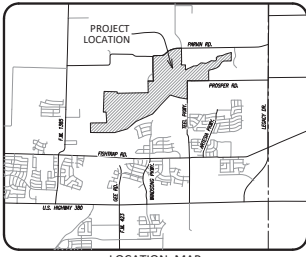
Thence S 05°12'35" E, continuing along the aforementioned common boundary line, 13.07 feet to a 1/2" rebar in concrete found for a common corner;

Thence S 86°19'09" W, 13.26 feet to the Point of Beginning.

Said tract of land containing 172 square feet or 0.004 acre, more or less.

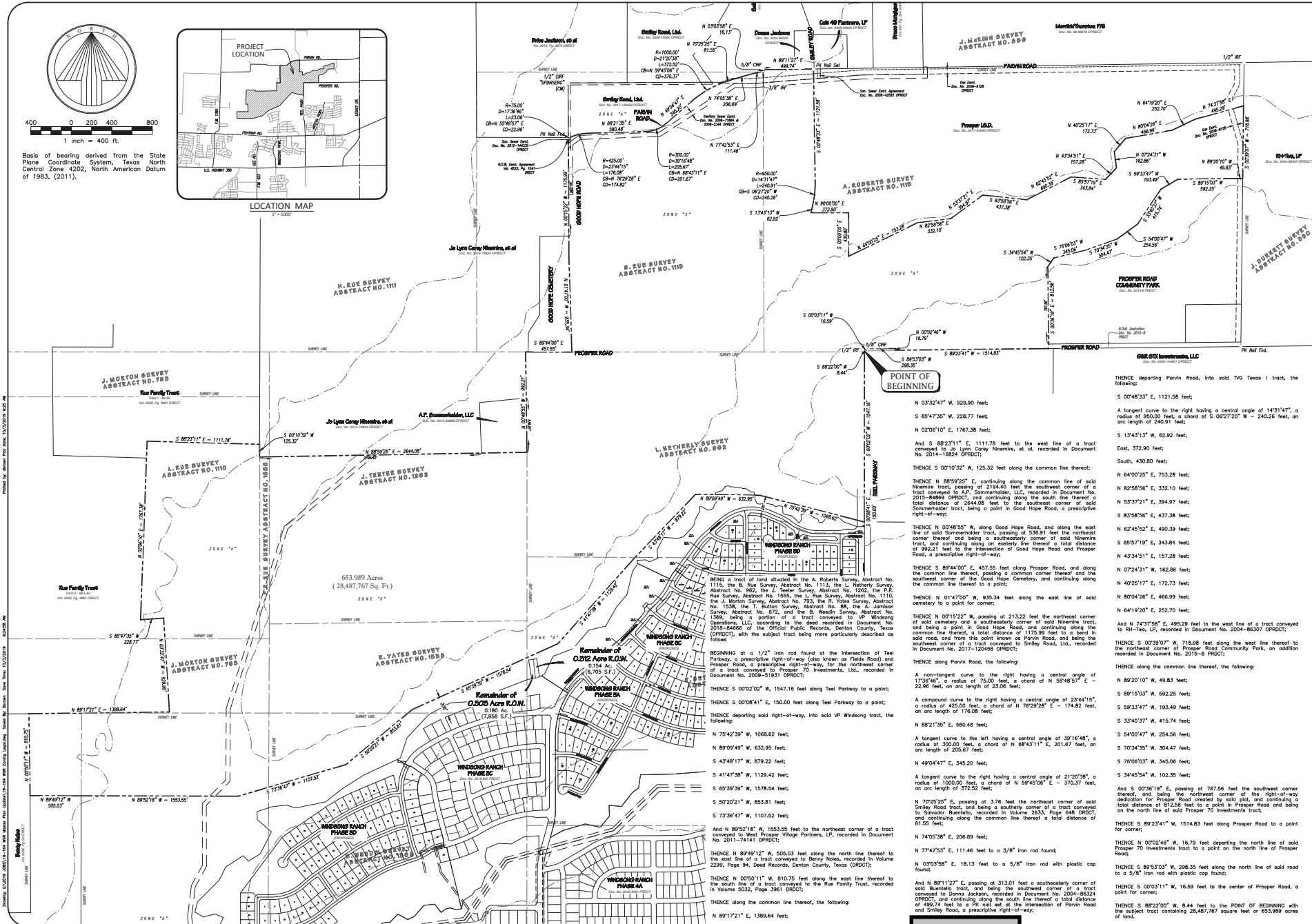


Basis of bearing derived from the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983, (2011).



LOCATION MAP

1" = 5000'



POINT OF BEGINNING

- N 03°32'47" W, 929.90 feet;
- S 85°47'35" W, 228.77 feet;
- N 02°08'10" E, 1767.38 feet;
- And S 89°23'11" E, 1111.70 feet to the west line of a tract conveyed to Jo Lynn Conroy Ninette, et al, recorded in Document No. 2014-16224 OPRDCI;
- THENCE S 00°10'32" W, 125.32 feet along the common line thereof;
- THENCE N 88°59'25" E, continuing along the common line of said Ninette tract, passing at 2194.00 feet the southeast corner of a tract conveyed to A.P. Sommerholder, LLC, recorded in Document No. 2013-8485 OPRDCI, and continuing along the south line thereof a total distance of 2844.08 feet to the southeast corner of said Sommerholder tract, being a point in Good Hope Road, a prescriptive right-of-way;
- THENCE N 07°48'55" W, along Good Hope Road, and along the east line of said Sommerholder tract, passing at 536.91 feet the northeast corner thereof and being a southeasterly corner of said Ninette tract, and continuing along an easterly line thereof a total distance of 99.23 feet to the intersection of Good Hope Road and Prosper Road, a prescriptive right-of-way;
- THENCE S 89°44'00" E, 457.25 feet along Prosper Road, and along the common line thereof, passing a common corner thereof and the southwest corner of the Good Hope Cemetery, and continuing along the common line thereof to a point;
- THENCE N 01°47'00" W, 935.34 feet along the east line of said cemetery to a point for corner;
- THENCE N 00°15'22" W, passing at 213.22 feet the northeast corner of said cemetery and a southeasterly corner of said Ninette tract, and being a point in Good Hope Road, and continuing along the common line thereof, a total distance of 1179.99 feet to a bend in said road, and from this point known as Parvin Road, and being the southwest corner of a tract conveyed to Smiley Road, Ltd., recorded in Document No. 2017-120468 OPRDCI;
- THENCE along Parvin Road, the following:
 - A non-tangent curve to the right having a central angle of 17°36'48", a radius of 75.00 feet, a chord of N 55°48'52" E - 22.96 feet, an arc length of 23.06 feet;
 - A compound curve to the right having a central angle of 22°44'15", a radius of 423.00 feet, a chord of N 70°29'28" E - 174.82 feet, an arc length of 176.08 feet;
 - N 88°21'35" E, 580.48 feet;
 - A tangent curve to the left having a central angle of 39°16'48", a radius of 300.00 feet, a chord of N 88°43'11" E, 201.67 feet, an arc length of 205.67 feet;
 - N 49°04'47" E, 345.20 feet;
 - A tangent curve to the right having a central angle of 21°20'38", a radius of 1000.00 feet, a chord of N 59°45'06" E - 370.37 feet, an arc length of 372.52 feet;
- N 70°25'29" E, passing a 3.76 feet the northeast corner of said Smiley Road tract, and being a southeasterly corner of a tract conveyed to Salvador Buenteallo, recorded in Volume 2633, Page 648 DRDCI, and continuing along the common line thereof a total distance of 81.55 feet;
- N 74°05'38" E, 206.69 feet;
- N 77°42'53" E, 111.46 feet to a 5/8" iron rod found;
- N 03°03'56" E, 18.13 feet to a 5/8" iron rod with plastic cap found;
- And N 89°11'27" E, passing at 313.01 feet a southeasterly corner of said Buenteallo tract, and being the southwest corner of a tract conveyed to Donna Joyce, recorded in Document No. 00046324 OPRDCI, and continuing along the south line thereof a total distance of 490.74 feet to a 5/8" iron rod at the intersection of Parvin Road and Smiley Road, a prescriptive right-of-way;
- THENCE along the common line thereof, the following:
 - N 89°17'21" E, 1386.84 feet;
 - S 00°48'33" E, 1121.58 feet;
 - A tangent curve to the right having a central angle of 143°1'47", a radius of 950.00 feet, a chord of S 08°27'20" W - 240.26 feet, an arc length of 240.91 feet;
 - S 13°43'13" W, 62.92 feet;
 - East, 372.80 feet;
 - South, 430.80 feet;
 - N 64°00'25" E, 753.28 feet;
 - N 82°58'56" E, 332.10 feet;
 - N 53°37'21" E, 394.97 feet;
 - S 83°58'56" E, 437.38 feet;
 - N 62°45'52" E, 490.39 feet;
 - S 85°57'19" E, 343.84 feet;
 - N 43°34'51" E, 157.28 feet;
 - N 07°24'51" W, 162.86 feet;
 - N 40°25'17" E, 172.73 feet;
 - N 80°04'28" E, 466.99 feet;
 - N 64°19'20" E, 252.70 feet;
 - And N 74°37'58" E, 493.29 feet to the west line of a tract conveyed to Rii-Two, LP, recorded in Document No. 2004-86307 OPRDCI;
 - THENCE S 00°30'07" W, 718.88 feet along the west line thereof to the northeast corner of Prosper Road Community Park, an addition recorded in Document No. 2015-8 DRDCI;
 - THENCE along the common line thereof, the following:
 - N 89°20'10" W, 49.83 feet;
 - S 89°15'03" W, 592.25 feet;
 - S 59°33'47" W, 193.49 feet;
 - S 33°40'39" W, 415.74 feet;
 - S 54°00'47" W, 254.56 feet;
 - S 70°34'35" W, 304.47 feet;
 - S 76°06'03" W, 345.06 feet;
 - S 34°45'54" W, 102.35 feet;
 - And S 00°36'19" E, passing at 787.56 feet the southwest corner thereof, and being the northeast corner of the right-of-way dedication for Prosper Road created by said plat, and continuing a total distance of 812.05 feet to a point in Prosper Road and being on the north line of said Prosper 70 Investments tract;
 - THENCE S 89°23'14" W, 1514.83 feet along Prosper Road to a point for corner;
 - THENCE N 00°20'46" W, 16.79 feet departing the north line of said Prosper 70 Investments tract to a point on the north line of Prosper Road;
 - THENCE S 89°53'07" W, 298.35 feet along the north line of said road to a 5/8" iron rod with plastic cap found;
 - THENCE S 00°31'14" W, 16.59 feet to the center of Prosper Road, a point for corner;
 - THENCE S 88°22'08" W, 8.44 feet to the POINT OF BEGINNING with the subject tract containing 28,487,767 square feet of 853,989 acres of land.



EX. A-3

ZONING EXHIBIT
TOWN OF PROSPER
DENTON COUNTY, TEXAS
VP WINDSONG OPERATIONS, LLC

Issue Date:	
Date	10/3/19
Revisions	
Scale:	1" = 400'
Drawn By:	ED
Checked By:	DKB
Sheet	1
of	1
JOB #	19-164

EXHIBIT "B"**Statement of Intent and Purpose for Mahard Ranch, Town of Prosper, Texas**

Mahard Ranch is a planned community consisting of a variety of residential, local and community retail and employment uses integrated within an open space system oriented to the natural beauty of the property. Residential units consist of a range of lot sizes in the traditional residential neighborhood mode to attached, urban dwellings offering the residents diverse living styles. Retail and employment uses are provided along the U.S. Highway 380 corridor providing more intensive uses along the thoroughfare while also serving as a buffer between the residential neighborhoods and the main highway.

Integral throughout the Mahard Ranch is the open space system which consists of recreation open space, hike and bike trails and active parks for the residents of the community. A strategically designed trail system laces throughout the community providing pedestrian linkages among residential, retail, open space public uses, and neighborhoods outside of the Mahard Ranch. Parks are also provided at convenient locations which provide active recreation opportunities to the community. Creek areas and floodplains have been reserved for open space to provide trail settings along attractive waterways providing hikers and bikers an opportunity to enjoy the ecosystem.

Thoroughfares are designed to provide the necessary connection between this community and the Town. Major connectors provide linkages to surrounding significant roadways allowing efficient movement.

The following development standards describe the desired image and character necessary to ensure quality development throughout the Mahard Ranch property. The development standards have been carefully designed to allow sufficient flexibility for creative residential and mixed use building solutions while being prescriptive in areas necessary to preserve an overall cohesiveness.

EXHIBIT "C"**Development Standards for Mahard Ranch, Town of Prosper, Texas**

Conformance with the Town's Zoning Ordinance and Subdivision Ordinance: Except as otherwise set forth in these Development Standards, the regulations of the Town's Zoning Ordinance (Ordinance No. 05-20 as it currently exists or may be amended) and Subdivision Ordinance (as it currently exists or may be amended) shall apply.

1. **Amenity Program**

- a. **General.** As a master planned community, Mahard Ranch will have a programmed and qualitatively controlled system of amenities throughout. These amenities combine to create an overall sense of place that would be difficult to achieve when considered as independent elements within smaller developments. The community amenities that are addressed within these Development Standards are:

- Primary Community Entries
- Secondary Community Entries
- Neighborhood Entries
- Thoroughfare Landscape Buffers
- Community Park
- Community Amenity Center
- Floodplain / Greenway Parks
- Neighborhood Parks
- Pocket Parks

b. **Primary Community Entries**

- a. Major points of entry into Mahard Ranch (minimum two locations, including at least one entry along U.S. 380) will be defined with a combination of monument signage, landscape and lighting to create a sense of arrival commensurate in scale and character with a 2,120.54 acre master planned community (see representative examples below). These entries will include:

- Community name / logo incorporated into monument signage element, to be constructed of masonry or similar material;
- Enhanced landscape, including seasonal color, shrubs, groundcover, perennials and unique combinations of both canopy and ornamental trees;
- Enhanced lighting on the monument / signage and the unique aspects of the landscape;
- Water will be considered as an accent feature if land and topography permit, and if compatible with the overall physical design theme for the community.

- b. Primary entries will be developed to incorporate both sides of the entry roadway when both are contained within Mahard Ranch, and will also include enhancements to the median in the immediate area (where / if applicable). Landscape easements will be provided to ensure adequate space to provide for visibility triangle(s) and adequate development of entry design.



c. **Secondary Community Entries**

- a. **Secondary community entries** will be similar to primary community entries in their use of compatible building and landscape materials, but will be smaller in scale and land area. They will occur at the outside edges of Mahard Ranch, at the entries for either arterials or collectors into the community. It is anticipated that a minimum of three secondary entries will be provided for the community, primarily along Teel Parkway (see representative examples below). Secondary community entries will include the following elements, scaled slightly smaller than the primary entries:

- Community name / logo incorporated into monument signage element, to be constructed of masonry or similar material;
- Enhanced landscape, including seasonal color, shrubs, groundcover, perennials and unique combinations of both canopy and ornamental trees;
- Enhanced lighting on the monument / signage and the unique aspects of the landscape;
- Center median to allow for more landscape density and also provide alternative location for neighborhood identification and way-finding graphics;
- Landscape easements where required to accommodate enhanced landscape and monument construction.



- b. **Neighborhood Entries.** Internal to Mahard Ranch and along both arterials and collectors, points of intersection will be enhanced to denote entries into individual 'villages' or neighborhoods. These entries will resemble primary and secondary entries in their use of materials and landscape, but will also

incorporate village or neighborhood names and will contribute to a unique, community-wide system of visual way finding.

d. **Thoroughfare Landscape Buffers (Arterial and Collector Roads – 25' Min.)**

Thoroughfares will provide a continuity of design from primary and secondary points of community entry throughout the entirety of Mahard Ranch. These thoroughfares and the adjacent landscape buffers are intended to include the following:

- Screen walls composed primarily of ornamental metal fence with living screen or stone or stone veneer (allowing brick accent), ONLY if the Town determines that mitigating circumstances (land area / depth, topography, etc) will not allow natural landscape to buffer adjacent land uses (no builder fencing allowed);
- Enhanced grading / berms combined with landscape (grass, trees, accent shrubs and groundcover at entry points) to provide design continuity and buffer adjacent land uses;
- Street tree system throughout (formal and/or informal in arrangement – design to be determined), to visually identify the hierarchy of streets and neighborhoods. A variety of tree species will be provided, including canopy / shade and smaller flowering, ornamentals of a minimum 3 inch caliper for every 30 lineal feet which with requested approval by the Town at the time of submission of a preliminary plat may be grouped and in no case shall there be less than the total number of street trees as required by this subsection;
- Continuous 6' sidewalks on both sides of the thoroughfare (sidewalks interior to Residential may be 5');
- Integrated neighborhood / 'village' entries at points of intersection.

e. **Community Park** Mahard Ranch will include one community park (of approximately 50 acres) that shall be dedicated to the Town in accordance with the Pre-annexation Agreement. Schedule for improvements and requirements for maintenance are described in Section 4 of the Development Standards. It is intended that this park include sports and athletic facilities, passive and natural spaces and associated parking - all of a scope and type to be determined in coordination with Town staff. Following are parameters of design intended for this facility:

- Location will be along one of the open space / greenway parks in order to facilitate pedestrian connectivity to the neighborhoods;
- Facility design will utilize materials (masonry, pavements, landscape, lighting) that are compatible with other common area improvements within the Mahard Ranch community;
- Specific facilities to be determined in coordination with Town staff, but may include some combination of the following:
 - ✓ 8' wide hike and bike trails
 - ✓ Softball / Baseball field(s) (lighted);
 - ✓ Soccer field(s) (lighted);

- ✓ Football field(s)
- ✓ Multipurpose field(s)
- ✓ Shade pavilion(s);
- ✓ Parking;
- ✓ Trailhead connections to adjacent floodplain / greenway parks;
- ✓ Site furnishings, including benches, water fountains, trash receptacles;
- ✓ Enhanced landscape at entries, and irrigated turf in all maintained (developed) areas.

f. **Community Amenity Center**

- a. At least one Community Amenity Center shall be developed within Mahard Ranch, providing a range of more active, family oriented activities in a 'resort' style environment (see representative examples above). This facility will be HOA maintained and provide the "centerpiece" recreational amenity for the entire community. Like the community park, this facility is intended to be located along the floodplain / greenway parks system to accommodate pedestrian and bicycle access from the neighborhoods of Mahard Ranch.
- A. A Community Amenity Center will be completed along with the initial phase of residential development, within the Single-Family Residential Tract.
- B. Three (3) additional Neighborhood Amenity Centers will be built upon completion of each successive phase of residential development, each phase to include approximately 750 homes, within the Single-Family Residential tract.
- b. The intended program for the Community Amenity Center facility shall include multiple elements from the following list:
- Active adult and children's pools;
 - Water slides and water play features;
 - Paved and turf chaise areas;
 - Community building, with interior and exterior spaces programmed for resident and HOA uses, including possible inclusion of a kitchen, community room, meeting room(s), fitness room, and storage area(s);
 - Restrooms (in the community building and possibly additionally at the pool area(s);
 - Convenience parking (quantity to be determined based upon code compliance);
 - Children's playground facility(s);
 - Sport court(s);
 - Trailhead linkages to the floodplain / greenway parks.



c. **Floodplain / Greenway Parks**

A. Mahard Ranch includes over 550 acres of flood plain corridors through the property. Significant portions of these corridors are rich in native flora and fauna, and are intended to be preserved in a natural condition, with only minimal impact to allow hike / bike trail linkages. Other areas are more open and less valuable as a native resource, and these areas may be developed to include a golf course or ponds and fountains that contribute to the overall storm drainage system and provide enhanced value to the community. All of these corridors shall be interconnected with a series of paths and trails, with an overall hike / bike trail system throughout. Following are the key components of this system of open space through the community:

- Master hike / bike trail – minimum 8' in width – concrete or other material approved by the Town – linking all neighborhoods, schools and amenities;
- Secondary paths and trails – minimum 8' in width – concrete or 'soft' surface (decomposed granite, crushed fines) is permitted for HOA maintained trails– providing secondary linkages and 'spur' connections to the hike / bike trail system;
- Native preservation areas in locations of most desirable existing vegetation, including wetland, upland and forested environments;
- Trailhead locations at community amenity sites and at schools, to include trail maps, bike racks, and site furnishings (trash, seating);
- Ponds and water features in open areas where impacts to existing vegetation will not be an issue and storm drainage requirements can be enhanced – ponds to include predominantly native, soft edges, safety shelves, water circulation / aeration to ensure water quality.



d. **Neighborhood Parks**

- A. Mahard Ranch will include a minimum of three, 7.5 acre (each) neighborhood parks, distributed throughout the community in areas that are linked by the floodplain / greenway parks system and that contribute to ensuring a maximum ¼ mile walk from any neighborhood to a park or open space amenity. Additional requirements for schedule of completion for these facilities, as well as maintenance, can be found in Section 4 of the Development Standards.
- B. Neighborhood parks shall be designed as a complementary component of the Mahard Ranch amenities program, including consideration of alternative uses, and the use of compatible materials (hardscape, landscape and, if included, lighting). These parks are to be integrated within the open space system as well as the neighborhoods that they serve. Neighborhood parks may include features and elements from the following list of amenities;
- Open play fields (non-lit);
 - Sport courts;
 - Covered pavilion or shade structure;
 - Children's playgrounds segregated by age groups (i.e. 2-5 and 5-12);
 - Parking for +/- 10 spaces;
 - Grading around perimeter to provide safety for playfields and street frontages;
 - 8' sidewalks around site linking facilities and providing connections to adjacent floodplain / greenway parks;
 - Town's Park signage approved by the Parks Board consistent with community theme.



- e. **Pocket Parks** Additional components of the Mahard Ranch amenities program are smaller pocket parks within individual neighborhoods. These parks will be an HOA maintained component of the open space system, and allow for:
- Providing valuable open space in adjacency to smaller homes;
 - integration of existing tree rows and other natural features that warrant preservation;
 - ensuring one-quarter mile resident walks to a component of the open space system;
 - additional passive and moderately active recreational opportunities, including:
 - ✓ open play areas;
 - ✓ natural interpretive areas;
 - ✓ neighborhood playgrounds;
 - ✓ children's water play area;
 - ✓ small neighborhood gathering spaces.

2. **Single-Family Residential Tract**

- a. **General Description:** Residential uses shall be permitted throughout the Property as set forth herein.
- b. **Allowed Uses:** Land uses allowed within the Single-Family Residential Tract are as follows: Uses followed by an **S** are permitted by Specific Use Permit. Uses followed by a **C** are permitted subject to conditional development standards. Conditional development standards are set forth in Chapter 3, Section 1 of the Town's Zoning Ordinance.
- Accessory buildings incidental to the allowed use and constructed of the same materials as the main structure.
 - Churches / rectories
 - Civic facilities
 - Electronic security facilities, including gatehouses and control counter
 - Fire stations and public safety facilities
 - Guest House
 - Home Occupation **C**
 - Model Home
 - Park or Playground
 - Private Recreation Center
 - Private Street Development and gated communities **S**

- Public or Private Parks, playgrounds and neighborhood recreation facilities including, but not limited to, swimming pools, clubhouse facilities and tennis courts, to be stated on plat
 - Single family residential uses as described herein
 - Schools – public or private
 - Golf Course for Country Club (including clubhouse, maintenance facilities, on-course food and beverage structure, and on course restroom facilities.)
 - Temporary real estate sales offices for each builder during the development and marketing of the Planned Development which shall be removed no later than 30 days following the final issuance of the last Certificate of Occupancy (CO) on the last lot owned by that builder.
 - Temporary buildings of the builders and uses incidental to construction work on the premises, which shall be removed upon completion of such work.
 - Townhouses (only as a buffer use as set forth herein)
 - Utility distribution lines and facilities. Electric substations shall be allowed at the sole discretion of the Developer.
- c. **Density:** The maximum number of single family detached units for the Properties is 3,324, of which 1,758 lots shall be in Phases 6 through 9 (as depicted on Exhibit A-3).
- d. **Lot Types:** The single family detached lots developed within the Properties shall be in accordance with the following Lot Types:
- Type A Lots: Minimum 8,000 square foot lots
 - Type B Lots: Minimum 9,000 square foot lots
 - Type C Lots: Minimum 10,500 square foot lots
 - Type D Lots: Minimum 12,500 square foot lots
 - Type E Lots: Minimum 6,000 square foot lots
 - Type F Lots: Minimum 20,000 square foot lots
- e. **Lot Type Development Threshold:**
- A. Planning and Zoning Commission can approve up to three hundred (300) Type E final platted Lots prior to the final acceptance by Town of twenty (20) Type F Lots.
- f. **Area and building regulations:**
- a. **Type A Lots:** The area and building standards for Type A Lots are as follows and as set forth in Table 1:
- A. **Minimum Lot Size.** The minimum lot size for Type A Lots shall be 8,000 square feet. A typical lot will be 60' x 133', but may vary as long as requirements in Table 1 are accommodated.
- B. **Minimum Lot Width.** The minimum lot width for Type A Lots shall be sixty (60) feet.

- C. **Minimum Yard Setbacks.**
- i. **Minimum Front yard Setback:** The minimum front yard setback for Type A Lots shall be twenty-five (25) feet. The minimum front yard and rear yard requirements for staggering the front yards, as set forth in Section 9.3.F of the Town's Zoning Ordinance, as amended shall apply to Type A Lots.
 - ii. **Minimum Side yard Setback:**
 - (a) The minimum side yard setback for Type A Lots shall be eight (8) feet.
 - (b) For courtyard homes, as defined herein, the minimum side yard setback shall be fourteen (14) feet for one side and two (2) feet for the other side yard. Windows on the 2' side of the courtyard home will not be allowed unless they are opaque or consist of glass block.
 - (c) For corner lots, the minimum side yard setback shall be fifteen (15) feet.
 - iii. **Minimum Rear yard Setback:**
 - (a) The minimum rear yard setback shall be twenty-five (25) feet.
 - (b) For Courtyard Homes, as defined herein, the minimum rear yard setback is ten (10) feet for a maximum number of lots not to exceed seventy-five (75) Type A lots.
 - iv. **Permitted Encroachment.** Architectural features and porches may encroach into required front and rear yards up to five (5) feet. Swing-in garages may encroach into required front yards up to ten (10) feet. Front facing garages are permitted to extend to the front façade of the main structure, but may not encroach into the required front yard.
- D. **Minimum Floor Space.** Each dwelling constructed on a Type A Lot shall contain a minimum of one thousand, nine hundred (1,900) square feet of floor space. Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling.

- E. **Height.** The maximum height for structures on Type A Lots shall be forty (40) feet.
- F. **Courtyard Home Option.** Courtyard Homes, which are defined as homes having an open-air courtyard surrounded on three sides by the home, are permitted.
- G. **Driveways.** Driveways fronting on a street on Type A Lots shall be constructed of the following materials: concrete, brick pavers, stone, interlocking pavers, stamped concrete, or concrete with stone or brick border.
- H. **Exterior Surfaces.**
- i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred (100) percent masonry. Cementitious fiber board is considered masonry, but may only constitute fifty (50) percent of the area for stories other than the first story. However, cementitious fiber board may not be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Building Official.
 - ii. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.
 - iii. **Address Plaque.** A cast stone address plaque is required for each Type A Lot. The style of the cast stone address plaque shall be uniform throughout each section of development.
 - iv. **Chimneys.** On Type A Lots, all exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be 100% brick or stone.
 - v. **Stucco.** Stucco on structures on Type A Lots shall be traditional 3-coat process cement plaster stucco.

- vi. **EIFS.** EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type A Lots.

- I. **Windows.** All window framing on structures on Type A Lots shall be bronzed, cream, sand or white anodized aluminum, vinyl or wood.
 - i. Window shutters may be used on structures on Type A Lots. Window shutters shall be painted, stained wood, or fiberglass.
 - ii. No reflective window coverings or treatments shall be permitted.

- J. **Roofing.**
 - i. Structures constructed on the Type A Lots shall have a composition, slate, clay tile or cement/concrete tile roof.
 - ii. The color of the composition roof must appear to be weathered wood shingles, black or slate, unless such other color is approved by the Director of Development Services.
 - iii. Composition roof shingles must be laminated and have a minimum warranty of 30 years.
 - iv. The main roof pitch of any structure shall have a minimum slope of 8" in 12". Clay tile and cement/concrete tile roofs shall have a minimum slope of 3" in 12". Pitch ends shall be 100% guttered.

- K. **Garages.**
 - i. Homes shall have a minimum of two (2) car garages but no more than three (3). No carports shall be permitted.
 - ii. Homes with three (3) garages shall not have more than two (2) garage doors facing the street.
 - iii. Garage doors shall be constructed of either metal or wood.

- L. **Plate Height.** Each structure on a Type A Lot shall have a minimum principal plate height of 9' on the first floor.

- M. **Fencing.** No fence, wall or hedge on a Type A Lot shall exceed eight (8) feet in height or be less than four (4) feet in height unless otherwise specifically required by the Town of Prosper.
- i. All Type A Lots backing or siding to Open Space shall have a decorative metal fence abutting to said open space.
 - ii. All other fencing shall be constructed of cedar, board on board with a top rail, and shall be supported with galvanized steel posts. A common fence stain color as well as fence detail shall be established for the community by the developer.
 - iii. No fencing shall extend beyond a point ten feet (10') behind the front wall plane of the structure into the front yard.
- N. **Landscaping.**
- i. A minimum of six (6) caliper inches of trees shall be planted on all Type A Lots.
 - ii. A minimum of one (1) tree shall be located in the front yard.
 - iii. Corner lots adjacent to a street shall plant (1) additional tree in the side yard.
 - iv. Trees shall be a minimum of three caliper inches (3") as measured at 1 foot above grade.
 - v. The front, side and rear yard must be irrigated by a programmable irrigation system and sodded with grass.
- O. **Mailboxes.** Mailboxes on a Type A Lot shall be consistent with the theme for the street and with the materials of the home on the respective lot, unless otherwise required by USPS (United States Postal Service).
- P. **Satellite Dishes.** Satellite dishes, limited to eighteen inches (18") in diameter or smaller, mounted below the ridgeline on the roof, and not in public view from the front of the home are permitted on Type A Lots.
- Q. **Air Conditioners.** No window or wall air conditioning units will be permitted on structures on Type A Lots. Outside condensing units (compressors) which are not located within a privacy fenced area shall be screened by shrubbery save and except

access and service space to the condensing units which may not be visible from the street.

- R. **Plan Elevations.** On Type A Lots, plan elevations shall alternate every four (4) homes on the same side of a street and every three (3) homes on opposite sides of the street. Illustrative examples of the elevations and floor plans for Type A Lots are attached hereto as Exhibit "F-1".
- S. **Accessory Structures.** Accessory structures used as a garage, a garage apartment, or guest house, will be allowed.
- i. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.
 - ii. Accessory structures shall be separate from the main dwelling by a minimum of ten (10) feet, have a minimum rear yard setback of ten (10) feet, and a minimum side yard setback of eight (8) feet.
- b. **Type B Lots:** The area and building standards for Type B Lots are as follows and as set forth in Table 1:
- A. **Minimum Lot Size.** The minimum lot size for Type B Lots shall be nine thousand (9,000) square feet. A typical lot will be 70' x 128', but may vary as long as requirements in Table 1 are accommodated.
 - B. **Minimum Lot Width.** The minimum lot width for Type B Lots shall be seventy (70) feet.
 - C. **Minimum Yard Setbacks.**
 - i. **Minimum Front yard Setback:** The minimum front yard setback for Type B Lots shall be twenty-five (25) feet. The minimum front yard and rear yard requirements for staggering the front yards, as set forth in Section 9.3.F of the Town's Zoning Ordinance, as amended shall apply to Type B Lots.
 - ii. **Minimum Side yard Setback:**
 - (a) The minimum side yard setback for Type B Lots shall be eight (8) feet.
 - (b) For courtyard homes, as defined herein, the minimum side yard setback shall be fourteen (14) feet for one side and two (2)

feet for the other side yard. Windows on the 2' side of the courtyard home will not be allowed unless they are opaque or consist of glass block.

- (c) For corner lots, the minimum side yard setback shall be fifteen (15) feet.

iii. **Minimum Rear yard Setback:**

- (a) The minimum rear yard setback shall be twenty-five (25) feet.
- (b) For Courtyard Homes, as defined herein, the minimum rear yard setback is ten (10) feet for a maximum number of lots not to exceed one hundred and ten (110) Type B lots.

- iv. **Permitted Encroachment.** Architectural features and porches may encroach into required front and rear yards up to five (5) feet. Swing-in garages may encroach into required front yards up to ten (10) feet. Front facing garages are permitted to extend to the front façade of the main structure, but may not encroach into the required front yard.

- D. **Minimum Floor Space.** Each dwelling constructed on a Type B Lot shall contain a minimum of two thousand, one hundred (2,100) square feet of floor space. Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling

- E. **Height.** The maximum height for structures on Type B Lots shall be forty (40) feet.

- F. **Courtyard Home Option.** Courtyard Homes, which are defined as homes having an open-air courtyard surrounded on three sides by the home, are permitted.

- G. **Driveways.** Driveways fronting on a street on Type B Lots shall be constructed of the following materials: concrete, brick pavers, stone, interlocking pavers, stamped concrete, or concrete with stone or brick border.

- H. **Exterior Surfaces.**

- i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred (100)

percent masonry. Cementitious fiber board is considered masonry, but may only constitute fifty (50) percent of the area for stories other than the first story. However, cementitious fiber board may not be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Director of Development Services.

- ii. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.
- iii. **Address Plaque.** A cast stone address plaque is required for each Type B Lot. The style of the cast stone address plaque shall be uniform throughout each section of development.
- iv. **Chimneys.** On Type B Lots, all exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be 100% brick or stone.
- v. **Stucco.** Stucco on structures on Type B Lots shall be traditional 3-coat process cement plaster stucco.
- vi. **EIFS.** EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type B Lots.
- I. **Windows.** All window framing on structures on Type B Lots shall be bronzed, cream, sand or white anodized aluminum, vinyl or wood.
 - i. Window shutters may be used on structures on Type B Lots. Window shutters shall be painted, stained wood, or fiberglass.
 - ii. No reflective window coverings or treatments shall be permitted.
- J. **Roofing.**

- i. Structures constructed on the Type B Lots shall have a composition, slate, clay tile or cement/concrete tile roof.
 - ii. The color of the composition roof must appear to be weathered wood shingles, black or slate, unless such other color is approved by the Director of Development Services.
 - iii. Composition roof shingles must be laminated and have a minimum warranty of 30 years.
 - iv. The main roof pitch of any structure shall have a minimum slope of 8" in 12". Clay tile and cement/concrete tile roofs shall have a minimum slope of 3" in 12". Pitch ends shall be 100% guttered.
- K. **Garages.**
- i. Homes shall have a minimum of two (2) car garages but no more than four (4). No carports shall be permitted.
 - ii. Homes with three (3) or four (4) garages shall not have more than two (2) garage doors facing the street.
 - iii. Garage doors shall be constructed of either metal or wood.
- L. **Plate Height.** Each structure on a Type B Lot shall have a minimum principal plate height of 9' on the first floor.
- M. **Fencing.** No fence, wall or hedge on a Type B Lot shall exceed eight (8) feet in height or be less than four (4) feet in height unless otherwise specifically required by the Town of Prosper.
- i. All Type B Lots backing or siding to Open Space shall have a decorative metal fence abutting to said open space.
 - ii. All other fencing shall be constructed of cedar, board on board with a top rail, and shall be supported with galvanized steel posts. A common fence stain color as well as fence detail shall be established for the community by the developer.

- iii. No fencing shall extend beyond a point ten feet (10') behind the front wall plane of the structure into the front yard.

N. **Landscaping.**

- i. A minimum of nine (9) caliper inches of trees shall be planted on all Type B Lots.
- ii. A minimum of two (2) three inch (3") caliper trees shall be located in the front yard.
- iii. Corner lots adjacent to a street shall plant (1) additional tree in the side yard.
- iv. Trees shall be a minimum of three caliper inches (3") as measured at 1 foot above grade.
- v. The front, side and rear yard must be irrigated by a programmable irrigation system and sodded with grass.

- O. **Mailboxes.** Mailboxes on a Type B Lot shall be consistent with the theme for the street and with the materials of the home on the respective lot, unless otherwise required by USPS (United States Postal Service).

- P. **Satellite Dishes.** Satellite dishes, limited to eighteen inches (18") in diameter or smaller, mounted below the ridgeline on the roof, and not in public view from the front of the home are permitted on Type B Lots.

- Q. **Air Conditioners.** No window or wall air conditioning units will be permitted on structures on Type B Lots. Outside condensing units (compressors) which are not located within a privacy fenced area shall be screened by shrubbery save and except access and service space to the condensing units which may not be visible from the street.

- R. **Plan Elevations.** On Type B Lots, plan elevations shall alternate every four (4) homes on the same side of a street and every three (3) homes on opposite sides of the street. Illustrative examples of the elevations and floor plans for Type B Lots are attached hereto as Exhibit "F-2".

- S. **Accessory Structures.** Accessory structures used as a garage, a garage apartment, or guest house, will be allowed.

- i. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.

- ii. Accessory structures shall be separate from the main dwelling by a minimum of ten (10) feet, have a minimum rear yard setback of ten (10) feet, and a minimum side yard setback of eight (8) feet.
- c. **Type C Lots:** The area and building standards for Type C Lots are as follows and as set forth in Table 1:
 - A. **Minimum Lot Size.** The minimum lot size for Type C Lots shall be ten thousand, five hundred (10,500) square feet. A typical lot will be 80' x 131', but may vary as long as the requirements of Table 1 are accommodated.
 - B. **Minimum Lot Width.** The minimum lot width for Type C Lots shall be eighty (80) feet.
 - C. **Minimum Yard Setbacks.**
 - i. **Minimum Front yard Setback:** The minimum front yard setback for Type C Lots shall be twenty-five (25) feet. The minimum front yard and rear yard requirements for staggering the front yards, as set forth in Section 9.3.F of the Town's Zoning Ordinance, as amended shall apply to Type C Lots.
 - ii. **Minimum Side yard Setback:**
 - (a) The minimum side yard setback for Type C Lots shall be eight (8) feet.
 - (b) For courtyard homes, as defined herein, the minimum side yard setback shall be fourteen (14) feet for one side and two (2) feet for the other side yard. Windows on the 2' side of the courtyard home will not be allowed unless they are opaque or consist of glass block.
 - (c) For corner lots, the minimum side yard setback shall be fifteen (15) feet.
 - iii. **Minimum Rear yard Setback:**
 - (a) The minimum rear yard setback shall be twenty-five (25) feet.
 - (b) For Courtyard Homes, as defined herein, the minimum rear yard setback is ten (10) feet for a maximum number of lots not to

exceed one hundred ten (110) Type C lots.

- iv. **Permitted Encroachment.** Architectural features and porches may encroach into required front and rear yards up to five (5) feet. Swing-in garages may encroach into required front yards up to ten (10) feet. Front facing garages are permitted to extend to the front façade of the main structure, but may not encroach into the required front yard.

- D. **Minimum Floor Space.** Each dwelling constructed on a Type C Lot shall contain a minimum of two thousand, three hundred (2,300) square feet of floor space. Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling

- E. **Height.** The maximum height for structures on Type C Lots shall be forty-five (45) feet.

- F. **Courtyard Home Option.** Courtyard Homes, which are defined as homes having an open-air courtyard surrounded on three sides by the home, are permitted.

- G. **Driveways.** Driveways fronting on a street on Type C Lots shall be constructed of the following materials: concrete, brick pavers, stone, interlocking pavers, stamped concrete, or concrete with stone or brick border.

- H. **Exterior Surfaces.**
 - i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred (100) percent masonry. Cementitious fiber board is considered masonry, but may only constitute fifty (50) percent of the area for stories other than the first story. However, cementitious fiber board may not be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Director of Development Services.

 - ii. The surface area of windows surrounded completely by brick may be included within the

computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.

- iii. **Address Plaque.** A cast stone address plaque is required for each Type C Lot. The style of the cast stone address plaque shall be uniform throughout each section of development.
 - iv. **Chimneys.** On Type C Lots, all exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be 100% brick or stone.
 - v. **Stucco.** Stucco on structures on Type C Lots shall be traditional 3-coat process cement plaster stucco.
 - vi. **EIFS.** EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type C Lots.
- I. **Windows.** All window framing on structures on Type C Lots shall be bronzed, cream, sand or white anodized aluminum, vinyl or wood.
- i. Window shutters may be used on structures on Type C Lots. Window shutters shall be painted, stained wood, or fiberglass.
 - ii. No reflective window coverings or treatments shall be permitted.
- J. **Roofing.**
- i. Structures constructed on the Type C Lots shall have a composition, slate, clay tile or cement/concrete tile roof.
 - ii. The color of the composition roof must appear to be weathered wood shingles, black or slate, unless such other color is approved by the Director of Development Services.
 - iii. Composition roof shingles must be laminated and have a minimum warranty of 30 years.
 - iv. The main roof pitch of any structure shall have a minimum slope of 8" in 12". Clay tile and cement/concrete tile roofs shall have a minimum

slope of 3" in 12". Pitch ends shall be 100% guttered.

K. **Garages.**

- i. Homes shall have a minimum of two (2) car garages but no more than four (4). No carports shall be permitted.
- ii. Homes with three (3) or four (4) garages shall not have more than two (2) garage doors facing the street.
- iii. Garage doors shall be constructed of metal or wood.

L. **Plate Height.** Each structure on a Type C Lot shall have a minimum principal plate height of 10' on the first floor.

M. **Fencing.** No fence, wall or hedge on a Type C Lot shall exceed eight (8) feet in height or be less than four (4) feet in height unless otherwise specifically required by the Town of Prosper.

- i. All Type C Lots backing or siding to Open Space shall have a decorative metal fence abutting to said open space.
- ii. All other fencing shall be constructed of cedar, board on board with a top rail, and shall be supported with galvanized steel posts. A common fence stain color as well as fence detail shall be established for the community by the developer.
- iii. No fencing shall extend beyond a point ten feet (10') behind the front wall plane of the structure into the front yard.

N. **Landscaping.**

- i. A minimum of nine (9) caliper inches of trees shall be planted on all Type C Lots.
- ii. A minimum of two (2) three inch (3") caliper trees shall be located in the front yard.
- iii. Corner lots adjacent to a street shall plant (1) additional tree in the side yard.
- iv. Trees shall be a minimum of three caliper inches (3") as measured at 1 foot above grade.

- v. The front, side and rear yard must be irrigated by a programmable irrigation system and sodded with grass.
- O. **Mailboxes.** Mailboxes on a Type C Lot shall be consistent with the theme for the street and with the materials of the home on the respective lot, unless otherwise required by USPS (United States Postal Service).
- P. **Satellite Dishes.** Satellite dishes, limited to eighteen inches (18") in diameter or smaller, mounted below the ridgeline on the roof, and not in public view from the front of the home are permitted on Type C Lots.
- Q. **Air Conditioners.** No window or wall air conditioning units will be permitted on structures on Type C Lots. Outside condensing units (compressors) which are not located within a privacy fenced area shall be screened by shrubbery save and except access and service space to the condensing units which may not be visible from the street.
- R. **Plan Elevations.** On Type C Lots, plan elevations shall alternate every four (4) homes on the same side of a street and every three (3) homes on opposite sides of the street. Illustrative examples of the elevations and floor plans for Type C Lots are attached hereto as Exhibit "F-3".
- S. **Accessory Structures.** Accessory structures used as a garage, a garage apartment, or guest house, will be allowed.
 - i. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.
 - ii. Accessory structures shall be separate from the main dwelling by a minimum of ten (10) feet, have a minimum rear yard setback of ten (10) feet, and a minimum side yard setback of eight (8) feet.
- d. **Type D Lots:** The area and building standards for Type D Lots are as follows and as set forth in Table 1:
 - A. **Minimum Lot Size.** The minimum lot size for Type D Lots shall be twelve thousand, five hundred (12,500) square feet. A typical lot will be 90' x 138', but may vary as long as requirements Table 1 are accommodated.
 - B. **Minimum Lot Width.** The minimum lot width for Type D Lots shall be ninety (90) feet.

- C. **Minimum Yard Setbacks.**
- i. **Minimum Front yard Setback:** The minimum front yard setback for Type D Lots shall be twenty-five (25) feet. The minimum front yard and rear yard requirements for staggering the front yards, as set forth in Section 9.3.F of the Town's Zoning Ordinance, as amended shall apply to Type D Lots.
 - ii. **Minimum Side yard Setback:**
 - (a) The minimum side yard setback for Type D Lots shall be eight (8) feet.
 - (b) For corner lots, the minimum side yard setback shall be fifteen (15) feet.
 - iii. **Minimum Rear yard Setback:** The minimum rear yard setback shall be twenty-five (25) feet.
 - iv. **Permitted Encroachment.** Architectural features and porches may encroach into required front and rear yards up to five (5) feet. Swing-in garages may encroach into required front yards up to ten (10) feet. Front facing garages are permitted to extend to the front façade of the main structure, but may not encroach into the required front yard.
- D. **Minimum Floor Space.** Each dwelling constructed on a Type D Lot shall contain a minimum of two thousand, six hundred (2,600) square feet of floor space. Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling
- E. **Height.** The maximum height for structures on Type D Lots shall be forty-five (45) feet.
- F. **Driveways.** Driveways fronting on a street on Type D Lots shall be constructed of the following materials: concrete, brick pavers, stone, interlocking pavers, stamped concrete, or concrete with stone or brick border.
- G. **Exterior Surfaces.**
- i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred (100) percent masonry. Cementitious fiber board is considered masonry, but may only constitute fifty

(50) percent of the area for stories other than the first story. However, cementitious fiber board may not be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Building Official.

- ii. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.
 - iii. **Address Plaque.** A cast stone address plaque is required for each Type D Lot. The style of the cast stone address plaque shall be uniform throughout each section of development.
 - iv. **Chimneys.** On Type D Lots, all exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be 100% brick or stone.
 - v. **Stucco.** Stucco on structures on Type D Lots shall be traditional 3-coat process cement plaster stucco.
 - vi. **EIFS.** EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type D Lots.
- H. **Windows.** All window framing on structures on Type D Lots shall be bronzed, cream, sand or white anodized aluminum, vinyl or wood.
- i. Window shutters may be used on structures on Type D Lots. Window shutters shall be painted, stained wood, or fiberglass.
 - ii. No reflective window coverings or treatments shall be permitted.
- I. **Roofing.**

- i. Structures constructed on the Type D Lots shall have a composition, slate, clay tile or cement/concrete tile roof.
- ii. The color of the composition roof must appear to be weathered wood shingles, black or slate, unless such other color is approved by the Director of Development Services.
- iii. Composition roof shingles must be laminated and have a minimum warranty of 30 years.
- iv. The main roof pitch of any structure shall have a minimum slope of 8" in 12". Clay tile and cement/concrete tile roofs shall have a minimum slope of 3" in 12". Pitch ends shall be 100% guttered.

J. **Garages.**

- i. Homes shall have a minimum of two (2) car garages but no more than four (4). No carports shall be permitted.
- ii. Homes with three (3) or four (4) garages shall not have more than two (2) garage doors facing the street.
- iii. Garage doors shall be constructed of metal or wood.

K. **Plate Height.** Each structure on a Type D Lot shall have a minimum principal plate height of 10' on the first floor.

L. **Fencing.** No fence, wall or hedge on a Type D Lot shall exceed eight (8) feet in height or be less than four (4) feet in height unless otherwise specifically required by the Town of Prosper.

- i. All Type D Lots backing or siding to Open Space shall have a decorative metal fence abutting to said open space.
- ii. All other fencing shall be constructed of cedar, board on board with a top rail, and shall be supported with galvanized steel posts. A common fence stain color as well as fence detail shall be established for the community by the developer.

- iii. No fencing shall extend beyond a point ten feet (10') behind the front wall plane of the structure into the front yard.

M. **Landscaping.**

- i. A minimum of nine (9) caliper inches of trees shall be planted on all Type D Lots.
- ii. A minimum of two (2) three inch (3") caliper trees shall be located in the front yard.
- iii. Corner lots adjacent to a street shall plant (1) additional tree in the side yard.
- iv. Trees shall be a minimum of three caliper inches (3") as measured at 1 foot above grade.
- v. The front, side and rear yard must be irrigated by a programmable irrigation system and sodded with grass.

- N. **Mailboxes.** Mailboxes on a Type D Lot shall be consistent with the theme for the street and with the materials of the home on the respective lot, unless otherwise required by USPS (United States Postal Service).

- O. **Satellite Dishes.** Satellite dishes, limited to eighteen inches (18") in diameter or smaller, mounted below the ridgeline on the roof, and not in public view from the front of the home are permitted on Type D Lots.

- P. **Air Conditioners.** No window or wall air conditioning units will be permitted on structures on Type D Lots. Outside condensing units (compressors) which are not located within a privacy fenced area shall be screened by shrubbery save and except access and service space to the condensing units which may not be visible from the street.

- Q. **Plan Elevations.** On Type D Lots, plan elevations shall alternate every four (4) homes on the same side of a street and every three (3) homes on opposite sides of the street. Illustrative examples of the elevations and floor plans for Type D. Lots are attached hereto as Exhibit "F-4".

- R. **Accessory Structures.** Accessory structures used as a garage, a garage apartment, or guest house, will be allowed.

- i. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.

- ii. Accessory structures shall be separate from the main dwelling by a minimum of ten (10) feet, have a minimum rear yard setback of ten (10) feet, and a minimum side yard setback of eight (8) feet.

- e. **Type E Lots:** The area and building standards for Type E Lots are as follows and as set forth in Table 1:
 - A. **Minimum Lot Size.** The minimum lot size for Type E Lots shall be 6,000 square feet. A typical lot will be 50' x 130', but may vary as long as requirements in Table 1 are accommodated.
 - B. **Minimum Lot Width.** The minimum lot width for Type E Lots shall be fifty feet (50').
 - C. **Minimum Yard Setbacks.**
 - i. **Minimum Front yard Setback:** The minimum front yard setback for Type E Lots shall be twenty-five feet (25'). The minimum front yard and rear yard requirements for staggering the front yards, as set forth in Section 9.3.F of the Town's Zoning Ordinance, as it currently exists, shall apply to Type E Lots.
 - ii. **Minimum Side yard Setback:**
 - (a) The minimum side yard setback for Type E Lots shall be five feet (5').
 - (b) For corner lots, the minimum side yard setback shall be fifteen feet (15').
 - iii. **Minimum Rear yard Setback:**
 - (a) The minimum rear yard setback shall be twenty-five feet (25'), with a twenty-foot (20') rear yard setback allowed on lots that have a thirty foot (30') front yard setback.
 - iv. **Permitted Encroachment.** Architectural features and porches may encroach into required front and rear yards up to ten feet (10'). Swing-in garages may encroach into required front yards up to ten feet (10'). Front facing garages are permitted to extend to the front façade of the main structure, but may not encroach into the required front yard.

- D. **Minimum Floor Space.** Each dwelling constructed on a Type E Lot shall contain a minimum of one thousand seven hundred (1,700) square feet of floor space. Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling
- E. **Height.** The maximum height for structures on Type E Lots shall be forty feet (40').
- F. **Courtyard Home Option.** Courtyard Homes, which are defined as homes having an open-air courtyard surrounded on three sides by the home, are not permitted.
- G. **Driveways.** Driveways fronting on a street on Type E Lots shall be constructed of the following materials: concrete, brick pavers, stone, interlocking pavers, stamped concrete, or concrete with stone or brick border.
- H. **Exterior Surfaces.**
- i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred percent (100%) masonry. Cementitious fiber board may be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Director of Development Services.
 - ii. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.
 - iii. **Address Plaque.** A cast stone address plaque is required for each Type E Lot. The style of the cast stone address plaque shall be uniform throughout each section of development.
 - iv. **Chimneys.** On Type E Lots, all exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be one hundred percent (100%) brick or stone.
 - v. **Stucco.** Stucco on structures on Type E Lots shall be traditional 3-coat process cement plaster stucco.

vi. **EIFS.** EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type E Lots.

I. **Windows.** All window framing on structures on Type E Lots shall be bronzed, cream, sand or white anodized aluminum, vinyl or wood.

i. Window shutters may be used on structures on Type E Lots. Window shutters shall be painted, stained wood, or fiberglass.

ii. No reflective window coverings or treatments shall be permitted.

J. **Roofing.**

i. Structures constructed on the Type E Lots shall have a composition, slate or tile roof.

ii. The color of the composition roof must appear to be weathered wood shingles, black or slate, unless such other color is approved by the Director of Development Services.

iii. Composition roof shingles must be laminated and have a minimum warranty of 30 years.

iv. The main roof pitch of any structure shall have a minimum slope of 8" in 12". Clay tile roofs shall have a minimum slope of 3" in 12". Pitch ends shall be 100% guttered.

v. A minimum of twenty-five percent (25%) of Type E Lots, shall have a main roof pitch greater than 8:12.

K. **Garages.**

i. Homes shall have a garage sized for a maximum of two (2) cars in width. Three (3) car garages are acceptable by incorporating a tandem spot. Carports or three (3) car front facing garages shall not be permitted.

ii. Homes with two (2) single car width garage doors facing the street shall have such garage doors separated by a masonry column of no less than twelve inches (12') in width.

- iii. Garage doors shall have a minimum frontyard setback of twenty-five feet (25').
 - iv. A minimum of fifty percent (50%) shall have two (2) single garage doors split by a masonry column.
 - v. A maximum two (2) garage spaces shall face the street.
 - vi. Garage doors shall be constructed of wood, or a material that gives the appearance of a real wood door. Materials may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.) or other material, including fiberglass or steel, that when stained or painted gives the appearance of a real wood door.
 - vii. Two of the following garage door upgrades shall be incorporated:
 - (a) Carriage style door designs giving the appearance of a classic swing-open design with the flexibility of an overhead door operation
 - (b) Doors incorporating decorative hardware
 - (c) Doors with windows
- L. **Plate Height.** Each structure on a Type E Lot shall have a minimum principal plate height of nine feet (9') on the first floor.
- M. **Fencing.** No fence, wall or hedge on a Type E Lot shall exceed eight feet (8') in height or be less than four feet (4') in height unless otherwise specifically required by the Town of Prosper.
- i. All Type E Lots backing or siding to Open Space shall have a decorative metal fence abutting to said open space.
 - ii. All other fencing shall be constructed of cedar, board on board with a top rail, and shall be supported with galvanized steel posts. A common fence stain color as well as fence detail shall be established for the community by the developer.
 - iii. No fencing shall extend beyond a point ten feet (10') behind the front wall plane of the structure into the front yard.

- N. **Landscaping.**
- i. A minimum of six caliper inches (6") of trees shall be planted on all Type E Lots (inclusive of street trees).
 - ii. Corner lots adjacent to a street shall plant (1) additional tree in the side yard.
 - iii. Trees shall be a minimum of three caliper inches (3") as measured at 1 foot above grade.
 - iv. The front, side and rear yard must be irrigated by a programmable irrigation system and sodded with grass.
 - v. A minimum of one (1) tree shall be located in the front yard.
- O. **Mailboxes.** Mailboxes on a Type E Lot shall be consistent with the theme for the street and with the materials of the home on the respective lot, unless otherwise required by USPS (United States Postal Service).
- P. **Satellite Dishes.** Satellite dishes, limited to eighteen inches (18") in diameter or smaller, mounted below the ridgeline on the roof, and not in public view from the front of the home are permitted on Type E Lots.
- Q. **Air Conditioners.** No window or wall air conditioning units will be permitted on structures on Type E Lots. Outside condensing units (compressors) which are not located within a privacy fenced area shall be screened by shrubbery save and except access and service space to the condensing units which may not be visible from the street.
- R. **Plan Elevations.** On Type E Lots, plan elevations shall alternate every fourth (4th) homes on the same side of a street and every third (3rd) homes on opposite sides of the street. Illustrative examples of the elevations and floor plans for Type E Lots are attached hereto as Exhibit "F-5".
- S. **Accessory Structures.** Accessory structures used as a garage, a garage apartment, or guest house, will be allowed.
- i. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.
 - ii. Accessory structures shall be separate from the main dwelling by a minimum of ten feet (10'),

have a minimum rear yard setback of ten feet (10'), and a minimum side yard setback of eight feet (8').

T. **Porches.** A minimum of twenty-five percent (25%) of Type E Lots shall have a front porch, subject to the following regulations.

- i. A minimum of fifteen percent (15%) of homes along a block face shall have a porch.
- ii. The minimum porch depth shall be seven feet (7').
- iii. The minimum porch width for a house with a split garage door shall be seven feet (7').
- iv. The minimum porch width for a house without a split garage door shall be ten feet (10').

U. **House Pad Width.** Type E lots shall have a minimum pad width of thirty-nine feet, six inches (39' 6").

f. **Type F Lots:** The area and building standards for Type F Lots are as follows and as set forth in Table 1:

A. **Minimum Lot Size.** The minimum lot size for Type F Lots shall be 20,000 square feet. A typical lot will be 120' x 170', but may vary as long as requirements in Table 1 are accommodated.

B. **Minimum Lot Width.** The minimum lot width for Type F Lots shall be one hundred twenty feet (120').

C. **Minimum Yard Setbacks.**

i. **Minimum Front yard Setback:** The minimum front yard setback for Type F Lots shall be thirty feet (30'). The minimum front yard and rear yard requirements for staggering the front yards, as set forth in Section 9.3.F of the Town's Zoning Ordinance, as amended shall apply to Type F Lots.

ii. **Minimum Side yard Setback:**

- (a) The minimum side yard setback for Type F Lots shall be twenty feet (20').
- (b) For courtyard homes, as defined herein, the minimum side yard setback shall be twenty-six feet (26') for one side and

fourteen feet (14') for the other side yard. Windows on the 14' side of the courtyard home will not be allowed unless they are opaque or consist of glass block.

- (c) For corner lots, the minimum side yard setback shall be twenty-five feet (25').

iii. **Minimum Rear yard Setback:**

- (a) The minimum rear yard setback shall be thirty feet (30').
- (b) For Courtyard Homes, as defined herein, the minimum rear yard setback is twenty feet (20').

iv. **Permitted Encroachment.** Architectural features and porches may encroach into required front and rear yards up to ten feet (10'). Swing-in garages may encroach into required front yards up to fifteen feet (15'). Front facing garages are permitted to extend to the front façade of the main structure, but may not encroach into the required front yard.

D. **Minimum Floor Space.** Each dwelling constructed on a Type F Lot shall contain a minimum of three thousand (3,000) square feet of floor space if constructed as a single story structure and three thousand five hundred (3,500) if constructed as a two story structure. Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling

E. **Height.** The maximum height for structures on Type F Lots shall be forty-five feet (45').

F. **Courtyard Home Option.** Courtyard Homes, which are defined as homes having an open-air courtyard surrounded on three sides by the home, are permitted.

G. **Driveways.** Driveways fronting on a street on Type F Lots shall be constructed of the following materials: concrete, brick pavers, stone, interlocking pavers, stamped concrete, or concrete with stone or brick border.

H. **Exterior Surfaces.**

- i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred percent

(100%) masonry. Cementitious fiber board is considered masonry, but may only constitute fifty percent (50%) of the area for stories other than the first story. However, cementitious fiber board may not be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Director of Development Services.

- ii. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.
- iii. **Address Plaque.** A cast stone address plaque is required for each Type F Lot. The style of the cast stone address plaque shall be uniform throughout each section of development.
- iv. **Chimneys.** On Type F Lots, all exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be one hundred percent (100%) brick or stone.
- v. **Stucco.** Stucco on structures on Type F Lots shall be traditional 3-coat process cement plaster stucco.
- vi. **EIFS.** EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type F Lots.
- I. **Windows.** All window framing on structures on Type F Lots shall be bronzed, cream, sand or white anodized aluminum, vinyl or wood.
 - i. Window shutters may be used on structures on Type F Lots. Window shutters shall be painted, stained wood, or fiberglass.
 - ii. No reflective window coverings or treatments shall be permitted.
- J. **Roofing.**

- i. Structures constructed on the Type F Lots shall have a composition, metal, slate or tile roof.
- ii. The color of the composition roof must appear to be weathered wood shingles, black or slate, unless such other color is approved by the Director of Development Services.
- iii. Composition roof shingles must be laminated and have a minimum warranty of 30 years.
- iv. The main roof pitch of any structure shall have a minimum slope of 8" in 12". Clay tile roofs shall have a minimum slope of 3" in 12". Pitch ends shall be 100% guttered.

K. **Garages.**

- i. Homes shall have a minimum of two (2) car garages but no more than five (5). Rear located carports shall be permitted.
- ii. The maximum width of garage doors allowed to face the street shall be limited to three (3) car widths.
- iii. Garage doors shall be constructed of either metal or wood.

L. **Plate Height.** Each structure on a Type F Lot shall have a minimum principal plate height of ten feet (10') on the first floor.

M. **Fencing.** No fence, wall or hedge on a Type F Lot shall exceed eight feet (8') in height or be less than four feet (4') in height unless otherwise specifically required by the Town of Prosper.

- i. All Type F Lots backing or siding to Open Space shall have a decorative metal fence abutting to said open space.
- ii. All other fencing shall be constructed of cedar, board on board with a top rail, and shall be supported with galvanized steel posts. A common fence stain color as well as fence detail shall be established for the community by the developer.
- iii. No fencing shall extend beyond a point ten feet (10') behind the front wall plane of the structure into the front yard.

- N. **Landscaping.**
- i. A minimum of twelve caliper inches (12") of trees shall be planted on all Type F Lots (inclusive of street trees).
 - ii. A minimum of one (1) tree shall be located in the front yard.
 - iii. Corner lots adjacent to a street shall plant (1) additional tree in the side yard.
 - iv. Trees shall be a minimum of three caliper inches (3") as measured at 1 foot above grade.
 - v. The front, side and rear yard must be irrigated by a programmable irrigation system and sodded with grass.
- O. **Mailboxes.** Mailboxes on a Type F Lot shall be consistent with the theme for the street and with the materials of the home on the respective lot, unless otherwise required by USPS (United States Postal Service).
- P. **Satellite Dishes.** Satellite dishes, limited to eighteen inches (18") in diameter or smaller, mounted below the ridgeline on the roof, and not in public view from the front of the home are permitted on Type F Lots.
- Q. **Air Conditioners.** No window or wall air conditioning units will be permitted on structures on Type F Lots. Outside condensing units (compressors) which are not located within a privacy fenced area shall be screened by shrubbery save and except access and service space to the condensing units which may not be visible from the street.
- R. **Plan Elevations.** On Type F Lots, specific plan elevations shall not be repeated within a given platted phase.
- S. **Accessory Structures.** Accessory structures used as a garage, a garage apartment, or guest house, will be allowed.
- i. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.
 - ii. Accessory structures shall be separate from the main dwelling by a minimum of ten feet (10'), have a minimum rear yard setback of ten feet (10'), and a minimum side yard setback of eight feet (8').

TABLE 1						
	Lot Type A	Lot Type B	Lot Type C	Lot Type D	Lot Type E	Lot Type F
Min. permitted lot sizes	8,000 sq. ft	9,000 sq. ft.	10,500 sq. ft	12,500 sq. ft.	6,000 sq.ft	20,000 sq.ft.
Max. permitted number of lots ¹	950 (maximum of 361 lot permitted in Phases 6 through 9 as indicated on Exhibit A-3)	1,074 (maximum of 511 lots permitted in Phases 6 through 9 as indicated on Exhibit A-3)	600 (maximum of 344 lots permitted in Phases 6 through 9 as indicated on Exhibit A-3)	160 (maximum of 2 lots permitted in Phases 6 through 9 as indicated on Exhibit A-3)	500 (shall be permitted in Phases 6 through 9 as indicated on Exhibit A-3)	40 ²
¹ Max. permitted number of lots are transferrable from smaller Lot Type classifications to larger Lot Type classifications						
² 40 lots is also the minimum number of Type F lots required						
Min. Front Yard	25 ft.	25 ft.	25 ft.	25 ft.	25 ft.	30 ft.
Min. Side Yard	8 ft. (14'/2' on courtyard option)	8 ft. (14'/2' on courtyard option)	8 ft. (14'/2' on courtyard option)	8 ft.	5 ft.	20 ft. (26'/14' on courtyard option)
Corner Lot	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	25 ft.
Min. Rear Yard	25 ft. (10' on courtyard option for no more than 75 Type A lots)	25 ft. (10' on courtyard option for no more than 110 Type B lots)	25 ft. (10' on courtyard option for no more than 110 Type C lots)	25 ft.	25 ft. (Thirty-foot (30') front setback, where a twenty-foot (20') rear setback is allowed)	30 ft.
Max. Building Height	40 ft.	40 ft.	45 ft.	45 ft.	40 ft.	45 ft.
Max. Lot Coverage	55%	50%	45%	45%	60%	40%
Min. Lot Width	60 ft.	70 ft.	80 ft.	90 ft.	50 ft.	120 ft.
Min. Lot Depth	100 ft.	100 ft.	110 ft.	125 ft.	100 ft.	150 ft.
Min. Dwelling Area	1,900 sq. ft.	2,100 sq. ft.	2,300 sq. ft.	2,600 sq. ft.	1,700 sq. ft.	3,000 sq. ft. (Single Story) 3,500 sq. ft. (Two Story)
Min. Pad Width	N/A	N/A	N/A	N/A	39 ft., 6 in.	N/A

3. **Mixed-Use Tract**

- a. **Definition:** The term ‘Mixed-Use’ as applied to the Mahard Ranch Development shall include residential and non-residential land uses integrated vertically or horizontally along the property facing U.S. Highway 380 in a walkable, vibrant market driven neighborhood, giving residents the opportunity to live, work and shop in the same community. The architecture of the mixed-use portion of the development will blend with the surrounding residential neighborhood’s style. Non-residential uses include retail, restaurants and office. Retail uses are primarily intended to supply the community with everyday convenience goods and services and shall occur on the ground level of stand alone or integrated buildings. Office shall include neighborhood service oriented professional, financial, and medical uses and may occupy ground and/ or upper level building space. Residential land uses are intended to supply attached housing product helping act as a buffer between the more intense retail and office uses along U.S. Highway 380 and the less intense suburban single-family residential product to the north. Principal uses may include town homes and multi-family (condominiums, live/ work loft residential, and luxury apartments). However, it is acknowledged that all or a portion designated as the Mixed Use Tract may develop solely for retail or office uses. It is intended in these standards to provide the flexibility to develop either a multiple use project or traditional retail development.
- b. **Alternative Development Standards.** Property within the Mixed Use Tract may be developed solely for retail uses. The Mixed Use Tract development standards provide two sets of standards that allow for a pedestrian-oriented multiple use development (Section 3.c.) or, in the alternative, traditional retail development (Section 3.d.).
- c. **Mixed-Use Development Standards (pedestrian-oriented):** A maximum of 250 acres of mixed-use development is permitted on the Properties generally located between U.S. Highway 380 and the collector street (see Exhibit “D”). Development standards for a mixed-use development for this area within the development are described below.
- a. **Permitted Uses.** The following uses are permitted within the “Mixed Use” area: Uses followed by an **S** are permitted by Specific Use Permit. Uses followed by a **C** are permitted subject to conditional development standards. Conditional development standards are set forth in Chapter 3, Section 1 of the Town’s Zoning Ordinance.
- Accessory Building
 - Administrative, Medical, or Professional Office
 - Antenna and/or Antenna Support Structure, Commercial **S**
 - Antenna and/or Antenna Non-Commercial, attached to buildings or water towers (stand-above towers are prohibited) **C**
 - Antique Shop and Used Furniture
 - Artisan’s Workshop
 - Assisted Care or Living Facility **S**
 - Athletic Stadium or Field, Private **S**

- Athletic Stadium or Field, Public
- Bank, Savings and Loan, or Credit Union
- Beauty Salon/Barber Shop
- Bed and Breakfast Inn
- Beer & Wine Package Sales **C**
- Building Material and Hardware Sales, Minor
- Building Material and Hardware Sales, Major
- Business Service
- Caretaker's/Guard's Residence
- Civic/Convention Center
- Commercial Amusement, Indoor
- Community Center
- Convenience Store with Gas Pump **C**
- Convenience Store without Gas Pump
- Day Care Center, Adult **S**
- Day Care Center, Child **S**
- Drug Stores/Pharmacies
- Duplicating Centers, Mailing Services, Etc
- Dry Cleaning, Minor
- Farmer's Market
- Financial Institutions
- Fraternal Organization, Lodge, Civic Club, Fraternity, or Sorority
- Furniture, Home Furnishings and Appliance Store
- Garage Apartment
- Gas Pumps **C**
- Golf Course and/or Country Club
- Governmental Office
- Gymnastics/Dance Studio
- Health/Fitness Center
- Helistop **S**
- Home Occupation **C**
- Homebuilder Marketing Center
- Hospital
- Hotel **C**
- House of Worship
- Independent Living Facilities
- Laboratory, Medical and Dental.
- Insurance Office
- Locksmith/Security System Company
- Massage Therapy, Licensed
- Mini-Warehouse/Public Storage **S**
- Motel **S**
- Multifamily Dwelling (only within the Mixed Use pedestrian alternative)
- Municipal Uses
- Museum/Art Gallery
- Nursery, Major **S**

- Nursery, Minor
- Optical Stores – Sales and Services
- Office/Showroom
- Park or Playground
- Pet Day Care
- Post Office Facilities
- Print Shop, Minor
- Private Club **S**
- Private Recreation Center
- Private Street Development **S**
- Private Utility, Other Than Listed
- Retirement Housing
- Research and Development Center
- Recycling Collection Point
- Residence Hotel **C**
- Restaurant or Cafeteria **C**
- Restaurant, Drive In/ Drive-Thru
- Retail Stores and Shops
- Retail/Service Incidental Use
- Retirement Housing
- School, Private or Parochial
- School, Public
- Single Family Dwelling, Attached(Townhome)
- Stealth Antenna, Commercial
- Studio Dwelling
- Temporary Building **C**
- Theater, Neighborhood
- Theater, Regional
- Veterinarian Clinic and/or Kennel, Indoor
- Winery

b. **Multifamily Uses:** Multi-family units shall be allowed within the mixed use area. A maximum of three hundred, (300) multifamily units shall be allowed within the Mixed Use Tract. If portions of the designated Mixed Use Tract are developed with multi-family residential housing types, they shall be developed in accordance with the following criteria:

- A. **Required Parking:** Parking requirements for multi-family development shall be two spaces per one-bedroom unit, two spaces per two-bedroom unit, two and one-half spaces per three-bedroom unit and one-half space per each additional bedroom per unit. One (1) enclosed parking space per unit will be provided as part of the multi-family unit configuration. Enclosed parking will consist of an attached or detached garage or parking structure screened from public view.
- B. **Exterior Facade Building Materials:** All buildings within a multifamily development shall have an exterior finish of stone, stucco, brick, tile, concrete, glass or similar materials or any

combination thereof. The use of cementitious fiber board as a primary exterior building material shall be limited to a maximum of fifteen percent of the total exterior wall surfaces. All exterior finishes of buildings within a multifamily development shall have a minimum of ten percent (10%) stone accents.

- C. **Controlled Access:** All multi-family developments that contain limited gated access shall locate all gate controls, card pads and intercom boxes in driveway islands in a manner that provides a minimum of one hundred (100) feet of stacking distance from the gate. Such driveway islands shall also contain a break that allows for vehicular u-turn movements back onto a public street.
- c. **Townhouse Uses:** Townhouse units shall be allowed within the mixed use area or single family area as a buffer between non-residential and single family development. A maximum of three hundred (300) townhouse units shall be allowed. Townhouse units constructed in Single Family Residential Tract do not count against the maximum lot count of 3,500 single family lots. If portions of the designated mixed-use area are developed with townhouse residential housing types, they shall be developed in accordance with the following criteria:
- A. **Required Parking:** Parking requirements for townhouse development shall be two spaces per one-bedroom unit, two spaces per two-bedroom unit, two and one-half spaces per three-bedroom unit and one-half space per each additional bedroom per unit. Two (2) enclosed parking spaces per unit will be provided as part of the townhouse unit configuration. Enclosed parking will consist of an attached or detached garage or parking structure screened from public view.
- B. **Exterior Facade Building Materials:** All buildings within a townhouse development shall have an exterior finish of stone, stucco, brick, tile, concrete, glass or similar materials or any combination thereof. The use of cementitious fiber board as a primary exterior building material shall be limited to a maximum of fifteen percent of the total exterior wall surfaces. All exterior finishes of buildings within a townhouse development shall have a minimum of ten percent (10%) stone accents.
- C. **Controlled Access:** All townhouse developments that contain limited gated access shall locate all gate controls, card pads and intercom boxes in driveway islands in a manner that provides a minimum of one hundred (100) feet of stacking distance from the gate. Such driveway islands shall also contain a break that allows for vehicular u-turn movements back onto a public street.
- d. **Residential development standards:** Development shall be in accordance with the following table:

Development Requirement	Residential Product Type	
	Townhouse	Multi-family not on the second story of other uses
Max. Gross Density	10.0 du/ac	15.0 du/ac
Min. Lot Area	1,000 sq. ft.	1 acre.
Min. Lot Width	20'	100'
Min. Lot Depth	50'	150'
Min. Front Setback	0'	20' ¹
Min. Rear Setback	20'	20' ¹
Min. Side Setback (interior lot)	0'	20' ¹
Min. Side Setback (corner lot)	15'	25' ¹
Max. Lot Coverage	80%	70%
Min. Floor Area / Dwelling Unit	1,200 sq. ft.	650 sq. ft.
Max. Building Height / No. of stories ²	48' / 3 ²	48' / 3
Min. Open Space	20%	30%

¹ Multifamily setbacks include:

- a. Fifty (50) feet for one (1) or two (2) story structures adjacent to property lines with a single family residential use.
- b. One hundred and fifty (150) feet for three (3) story structures adjacent to property lines with a single family residential use.

² The maximum height of any building within 60 feet of a property line with a single family residential use shall be 36 feet or 2 stories.

e. **Non-residential uses**

- A. **Required Parking:** The total parking required shall be the sum of the specific parking space requirement for each use included within the Mixed Use Tract as required by Zoning Ordinance No. 05-20 as it currently exists or as amended.
- B. **Exterior Facade Building Materials:** All main buildings shall have an exterior finish of stone, stucco, brick, tile, concrete, glass or similar materials or any combination thereof. Cementitious fiber board may only be used as an accent material subject to 10% of a façade.
- C. **Commercial and Retail Development Standards:** Development regulations for development within the Mixed Use Tract are intended to allow mixed use development consisting of vertically and horizontally integrated retail, office, service and residential uses. Typically referred to as “new urbanism”-style development, this type of development is characterized by pedestrian-scaled development offering multiple services and amenities with unique landscape and streetscape design. Development for non-residential land uses shall conform to the following:

- i. Floor Area: The allowable floor area of buildings within the mixed-use area shall be unlimited, provided that all conditions described herein are met.
- ii. Lot Area: There is no minimum lot area.
- iii. Lot Coverage: In no case shall the combined areas of the main buildings and accessory buildings cover more than 90% of the total lot area. Parking facilities shall be excluded from lot coverage computation.
- iv. Lot Width: There is no minimum lot width.
- v. Lot Depth: There is no minimum lot depth.
- vi. Front Yard: The minimum depth of the front yard shall be ten (10) feet
- vii. Side Yard: No side yard is required unless vehicular access is provided/required, in which case the side yard shall have a depth of not less than twelve feet.

A twenty-four-foot minimum side yard shall be provided where fire lane access is required and wherever a vehicular access/fire lane easement is not available on the adjoining property.
- viii. Rear Yard: No rear yard is required unless vehicular access is provided/required, in which case the rear yard shall have a depth of not less than twelve feet.

A twenty-four-foot minimum rear yard shall be provided where fire lane access is required and wherever a vehicular access/fire lane easement is not available on the adjoining property.
- ix. Building Height: Buildings shall be a maximum of five (5) stories, not to exceed seventy (70) feet in height. Architectural features, parapets, mechanical equipment, chimneys, antennas and other such architectural projections may extend above this height limit.
- x. Pad Sites. There is no limit on the number of pad sites within the Mixed Use Tract for retail uses provided each pad site must satisfy the Area Requirements.

f. **Architectural.**

- A. **Maximum Building Length** -- Buildings shall not be longer than 550 feet without an unconnected physical separation of 25 feet between another building.
- B. **Building Articulation** -- All buildings should be designed to emphasize a “base, mid-section, and top.” Facades facing public and private streets and extending greater than one hundred (100) feet in length shall incorporate wall plane recesses having a minimum depth of at least three (3) percent of the length of the façade. Recesses shall comprise at least twenty-five percent (25%) of the length of the facade. No uninterrupted length of a façade shall exceed fifty (50) feet in length.
- C. **Roof Line Articulation** -- Variations in roof lines shall be used to add interest and reduce the scale of large buildings. Roof features shall complement the character of the overall development and shall have at least one of the following features:
- Parapets concealing flat roofs and rooftop equipment from public view. The average height shall not exceed 15% of the height of the supporting wall. Parapets shall feature three dimensional cornice treatment.
 - Overhanging eaves, extending no less than three (3) feet past the supporting walls
 - Supporting roofs that do not exceed the average height of the supporting walls with an average slope no greater than 3:1 slope.
 - Roof dormers interrupting the eave line.
- D. **Exterior of Buildings**
- i. **Façades** -- All façades oriented toward rights-of-ways, drives or public spaces shall have no less than three of the following elements:
- Overhangs
 - Canopies or Porticos
 - Recesses/Projections
 - Arcades
 - Raised corniced parapets over the entrance
 - Peaked roof forms
 - Arches
 - Outdoor patios
 - Display windows
 - Integral planters that incorporate landscaped areas or seating areas

g. **Parking Areas**

- A. Surface parking lots shall be screened from streets through the use of screening or liner development such as townhome, live-work, and loft office units. Parking garages may not be visible from streets on more than 2 sides of each block. Beyond these two sides, a development liner (such as loft residential, office, etc.) shall be constructed to shield the garage from view.
- B. Surface Parking Perimeter Screening – All surface parking lots shall be screened from street view. Such screening shall take the form of 3 foot, 7-gallon plantings of dense evergreen hedge at time of installation measured above the grade of the parking lot.
- C. Landscape Medians – All surface parking lots shall have a landscape median strip with a minimum width of 6 feet incorporated into the parking lot design to separate the parking area and drive aisle with direct connection to the street. 1 tree shall be planted for every 35 linear feet of median.

h. **Service and Equipment Areas.** Service areas are zones and loading docks where servicing of the site takes place and include wall-, ground- or roof-mounted mechanical or equipment areas.

- A. Placement of Service Areas – Service areas shall (i) not front or be visible from a street, and shall be placed within the building envelope they serve; or (ii) follow the screening requirements below. Dumpsters and trash enclosures be placed within a building's envelope, and no service areas be placed where they are visible from US Highway 380, Gee Road or Fields Road. Loading areas must not be located closer than fifty (50) feet to any single-family lot or public right-of-way, unless wholly within an enclosed building.
- B. Service Area Screening – Off-street loading and service areas must be placed at the side or rear of buildings and shall be screened in conformity with the requirements of the Zoning Ordinance.
- C. Service Area Screening Design – In general, the design of all service area screening shall be complementary to the design of the building it serves in terms of its material and color.
- D. Roof-Mounted Equipment Screening – All roof-mounted equipment shall be screened from public view through the use of design features that complement the building they serve in terms of material and color.

i. **Fencing**

- A. Fencing Length and Height – The maximum length of a fence shall be fifty (50) feet without a break of thirty (30) feet. No fencing shall be above three (3) feet in height.
- B. Fencing Material – All fencing must be wrought iron or decorative steel.

j. **Site Landscaping**

- A. Street Trees – Street trees shall be planted at an average of thirty (30) feet on-center across each block face and three and one-half (3 ½) feet from the back of curb. These trees shall have a minimum caliper of four (4) inches at installation, and shall not be closer than ten (10) feet from a street lamppost. Street tree material shall follow the recommendation of the Director of Development Services, and shall generally follow the type of canopy line created by red oak, live oak, etc. Street trees shall use a consistent species along both sides of each block.
- B. Tree Planters – Street trees shall be centered within five (5) foot by ten (10) foot planters as leave-outs within the sidewalk and screened with either a twelve (12) inch high ornamental steel fence or brick turn-up edge. Planters shall also consist of evergreen ground cover and perennial plantings. The street-facing leading edge of all planters shall be placed one foot, six inches (1.5 feet) from the face of the curb to allow clearance for passenger car doors to open.
- C. Prior to the issuance of a Certificate of Occupancy for any building, structure or improvement, all landscaping must be installed in accordance with the approved corresponding landscaping plan.
- D. Street Lights – Street lights shall be located four (4) feet from face of curb on average intervals of seventy-five (75) feet along all block faces. The light fixtures shall be mounted ten (10) to twelve (12) feet from the finished grade of the sidewalk and shall be of metal halide type.
- E. Bicycle Racks – Bicycle racks shall be provided on 150 foot intervals of all block faces, clustering at street lamp or building entry locations.
- F. Litter Containers and Benches – Litter containers and benches shall be provided on 150 foot intervals along all block faces and clustered at street lamp or building entry locations.

- d. **Mixed-Use Development Standards (Traditional Retail)**. Retail development within the Mixed Use Tract is intended predominately for heavy retail, service, light intensity wholesale and commercial uses, but excluding warehousing uses. The

nature of uses in this District has operating characteristics and traffic service requirements generally compatible with typical office, retail, and some residential environments. Uses in this District may require open, but screened, storage areas for materials. In the event all or a portion of the Mixed Use Tract is developed solely for retail uses (i.e. not a mixed use development) then the development for retail uses shall conform to the following standards:

a. Size of Yards:

1. Minimum Front Yard: thirty (30) feet.
2. Minimum Side Yard:
 - a. Fifteen (15) feet adjacent to a nonresidential district. The minimum side yard setback may be eliminated for attached retail buildings on separate lots as shown on an approved site plan.
 - b. Thirty (30) feet for a one (1) story building adjacent to a residential district and sixty (60) feet for a two (2) story building adjacent to a residential district.
 - c. Thirty (30) feet adjacent to a street.
3. Minimum Rear Yard:
 - a. Fifteen (15) feet adjacent to a nonresidential district. The minimum side yard setback may be eliminated for attached retail buildings on separate lots as shown on an approved site plan.
 - b. Thirty (30) feet for a one (1) story building adjacent to a residential district and sixty (60) feet for a two (2) story building adjacent to a residential district.

b. Size of Lots:

1. Minimum Size of Lot Area: Ten thousand (10,000) square feet.
2. Minimum Lot Width: One hundred (100) feet.
3. Minimum Lot Depth: One hundred (100) feet.

c. Maximum Height: Two (2) stories, no greater than forty (40) feet.

d. Lot Coverage: Fifty (50) percent.

e. Floor Area Ratio: Maximum 0.5:1.

f. Permitted Uses: Uses followed by an **S** are permitted by Specific Use Permit. Uses followed by a **C** are permitted subject to conditional development standards. Conditional development standards are set forth in Chapter 3, Section 1 of the Town's Zoning Ordinance:

- Accessory Building
- Administrative, Medical, or Professional Office
- Antenna and/or Antenna Support Structure, Commercial **C**
- Antenna and/or Antenna Support Structure, Non-Commercial **C**
- Antique Shop and Used Furniture
- Artisan's Workshop
- Assisted Care or Living Facility **S**

- Athletic Stadium or Field, Private **S**
- Athletic Stadium or Field, Public
- Auto Parts Sales, Inside
- Automobile Paid Parking Lot/Garage
- Automobile Parking Lot/Garage
- Automobile Repair, Major **S**
- Automobile Repair, Minor
- Automobile Sales, Used **S**
- Automobile Sales/Leasing, New **S**
- Bank, Savings and Loan, or Credit Union
- Beauty Salon/Barber Shop
- Bed and Breakfast Inn
- Beer & Wine Package Sales **C**
- Bottling Works
- Building Material and Hardware Sales, Major
- Building Material and Hardware Sales, Minor
- Bus Terminal **C**
- Business Service
- Cabinet/Upholstery Shop
- Caretaker's/Guard's Residence
- Cemetery or Mausoleum **S**
- Civic/Convention Center
- College, University, Trade, or Private Boarding School
- Commercial Amusement, Indoor
- Commercial Amusement, Outdoor **S**
- Community Center
- Convenience Store with Gas Pumps **C**
- Convenience Store without Gas Pumps
- Dance Hall **S**
- Day Care Center, Adult **S**
- Day Care Center, Child **C**
- Day Care Center, Incidental **S**
- Dry Cleaning, Minor
- Equipment and Machinery Sales and Rental, Minor
- Fairgrounds/Exhibition Area **S**
- Farm, Ranch, Stable, Garden, or Orchard
- Farmer's Market
- Feed Store
- Flea Market, Inside
- Flea Market, Outside **S**
- Fraternal Organization, Lodge, Civic Club, Fraternity, or Sorority
- Furniture Restoration
- Furniture, Home Furnishings and Appliance Store
- Gas Pumps **C**
- General Manufacturing/Industrial Use Complying with Performance Standards **S**
- Golf Course and/or Country Club
- Governmental Office
- Gunsmith
- Gymnastics/Dance Studio
- Health/Fitness Center

- Homebuilder Marketing Center
- Hospital
- Hotel **C**
- House of Worship
- Indoor Gun Range **S**
- Insurance Office
- Limited Assembly and Manufacturing Use Complying with Performance Standards
- Locksmith/Security System Company
- Machine Shop
- Massage Therapy, Licensed
- Mini-Warehouse/Public Storage **S**
- Mobile Food Vendor **C**
- Mortuary/Funeral Parlor
- Motel **C**
- Motorcycle Sales/Service **S**
- Municipal Uses Operated by the Town of Prosper
- Museum/Art Gallery
- Nursery, Major **S**
- Nursery, Minor
- Office and Storage Area for Public/Private Utility
- Office/Showroom
- Office/Warehouse/Distribution Center
- Open Storage (subject to Chapter 4, Section 5 of the Zoning Ordinance)
- Park or Playground
- Pawn Shop
- Pet Day Care **C**
- Print Shop, Major **S**
- Print Shop, Minor
- Private Club
- Private Recreation Center
- Private Utility, Other Than Listed
- Recreational Vehicle Sales and Service, New/Used **S**
- Recreational Vehicle/Truck Parking Lot or Garage **S**
- Recycling Collection Point
- Rehabilitation Care Institution **S**
- Research and Development Center **C**
- Residence Hotel **C**
- Restaurant or Cafeteria
- Restaurant, Drive In
- Retail Stores and Shops
- Retail/Service Incidental Use
- School District Bus Yard **C**
- School, Private or Parochial
- School, Public
- Sewage Treatment Plant/Pumping Station **S**
- Small Engine Repair Shop
- Stealth Antenna, Commercial **C**
- Storage or Wholesale Warehouse **S**
- Taxidermist
- Telephone Exchange

- Temporary Building **C**
- Theater, Neighborhood
- Theater, Regional
- Trailer Rental **S**
- Transit Center **S**
- Truck Sales, Heavy Trucks **S**
- Utility Distribution/Transmission Facility **S**
- Veterinarian Clinic and/or Kennel, Indoor
- Veterinarian Clinic and/or Kennel, Outdoor
- Water Treatment Plant **S**
- Winery

4. **Parkland**

- a. Parkland shall consist of the following types:
- i. Neighborhood Park,
 - ii. Open space,
 - iii. Community Park containing a minimum of fifty (50) acres, and
- b. The schedule for providing Parkland shall be as follows:
- i. Neighborhood Park: The Neighborhood Parks shall be dedicated to the Town for public use and constructed simultaneously with the construction of the Public Improvements contained within the platted area in which the Neighborhood Parks is/are located. Developer shall, after consultation with the Town, use reasonable efforts to situate Neighborhood Parks adjacent to School Areas, with the specific location being subject to approval by the Town, which may not be unreasonably withheld, delayed, condition or denied.
 - ii. Open Space: Open Space identified on a General Development Plan shall be dedicated to the Town for public use, or reserved for private use by Developer, upon the earlier of: (A) within a reasonable period of time after receiving a written request by the Town for such dedication or reservation, such request being based upon the Park Plan in accordance with the General Development Plan wherein such Open Space is located; or (B) upon recordation of a final plat in which such Open Space is located, provided Developer owns the Open Space to be dedicated or reserved. If Developer is not the owner of the Open Space to be dedicated or reserved, the Owners shall, unless otherwise required herein, be required to comply with such requirements as set forth in the Subdivision Ordinance when the Properties, or portions thereof, develop.
 - iii. Community Park: Within three (3) years from the Effective Date of the Pre-annexation Agreement, the Community Park shall be

dedicated to the Town upon the earlier of: (A) within ninety (90) days of receiving a written request by the Town for such dedication; or (B) at the time the adjacent streets are dedicated to the Town provided Developer owns the land identified as the Community Park; provided, however, the Parties agree that the Community Park dedication shall be in cooperation with and furtherance of the Town's overall park grant efforts. Notwithstanding anything to the contrary herein, if the Developer has not dedicated the Community Park by the time prescribed in the preceding sentence, Owners as applicable, shall dedicate, at absolutely no cost to the Town, the Community Park within three (3) months of a written request by the Town for such dedication. Town shall be fully responsible for Maintenance Obligations of the Community Park upon the Town's acceptance of the dedication. The Town will, within a reasonable time, after receiving the proposed conveyance instrument, provide the Developer and/or Owner, as applicable, written notice of the Town's acceptance of the dedicated Community Park.

- c. Parkland reserved for private use shall be owned and maintained by a homeowners association, or other entity, and made available to owners, tenants, residents, occupants and members within the Properties and to their guests and invitees.
- d. Permitted uses within the Parkland are active and passive recreation uses including, but not limited to the following:
 - trails,
 - playfields,
 - game courts,
 - golf courses,
 - nature centers,
 - outdoor education centers,
 - community gardens, and
 - trail amenities.

5. **General Requirements for the Mahard Ranch.**

- a. Amenities: The intent of these development standards regarding the provision of amenities is for an integration of built and natural elements working together as a system that provides for the active and passive recreational needs of the Mahard Ranch community specifically and of the Town of Prosper generally. The distribution of natural beauty throughout the development, exemplified by mature trees and areas of rolling topography, provides the opportunity for a community-wide trail punctuated with nodes of built improvements such as pocket parks. In this way, neighborhood is linked to neighborhood and the Mahard Ranch community is linked to the Town.

To help preserve the open character of the Town of Prosper, it is the intent of these development standards that a significant amount of natural open space, particularly amid the floodplain and other sensitive land, be set aside to provide

additional open space for Mahard Ranch and for the Town. Design elements in these areas should support non-programmed passive recreational activities such as walking and picnicking.

- b. **Development Plan:** A Conceptual Development Plan is hereby attached (Exhibit "D") and made a part of these development standards. It establishes the most general guidelines for the district by identifying the project boundaries, land use types, approximate thoroughfare locations, R.O.W. dedication, roads and illustrates the integration of these elements into a master plan for the whole district.
- c. **Maintenance of Facilities:** The Developers shall establish a Homeowner's Association ("HOA") for single family residential areas and a Property Owner's Association ("POA") for mixed use areas, in which membership is mandatory for each lot, and that will be responsible for operation and maintenance of all common areas and/or common facilities contained within the area of the respective residential or mixed use development or adjacent Right-of-Way ("ROW"). The HOA or POA will be created with Phase 1 and each subsequent phase shall be annexed into the association or a separate HOA/POA may be created for each respective phase at the Developer's discretion. Upon completion of fifty percent (50%) buildout of any phase of residential development and creation of the corresponding HOA, the Developer shall provide that all HOA Boards have an advisory position to be filled by individual homeowners residing within the corresponding phase. Prior to transfer of the ownership to the HOA or POA, all specified facilities shall be constructed by the Developer and approved by the Town. The Developer shall provide the Town a mandatory HOA/POA agreement that will be recorded in the deed records of Denton County, Texas. In lieu of the HOA and POA, the Town and Developer may elect to create another entity to undertake the same responsibilities of the HOA or POA.
6. **Definitions.** The definitions of the Town's Zoning Ordinance (as it currently exists or may be amended) shall apply to these regulations except as otherwise amended herein. For purposes of these Development Standards, the following terms shall have the following meaning:

"Masonry" shall mean stone, stucco, brick, tile, concrete, glass or similar materials or any similar material approved by the Town's Director of Development Services.

"Independent Living Facilities" means a facility containing dwelling units, accessory uses and support services specifically designated for occupancy by persons 55 years of age or older, in accordance with the housing for older persons provisions of the Federal Fair Housing Act of 1988 (42 U.S.C. section 3607 et seq.), as amended, who are fully ambulatory or who require no medical or personal assistance or supervision. The dwelling units may consist of either multifamily, single-family detached or attached residences, or a combination of such uses.

EXHIBIT "D"
Concept Plan for Mahard Ranch, Town of Prosper, Texas

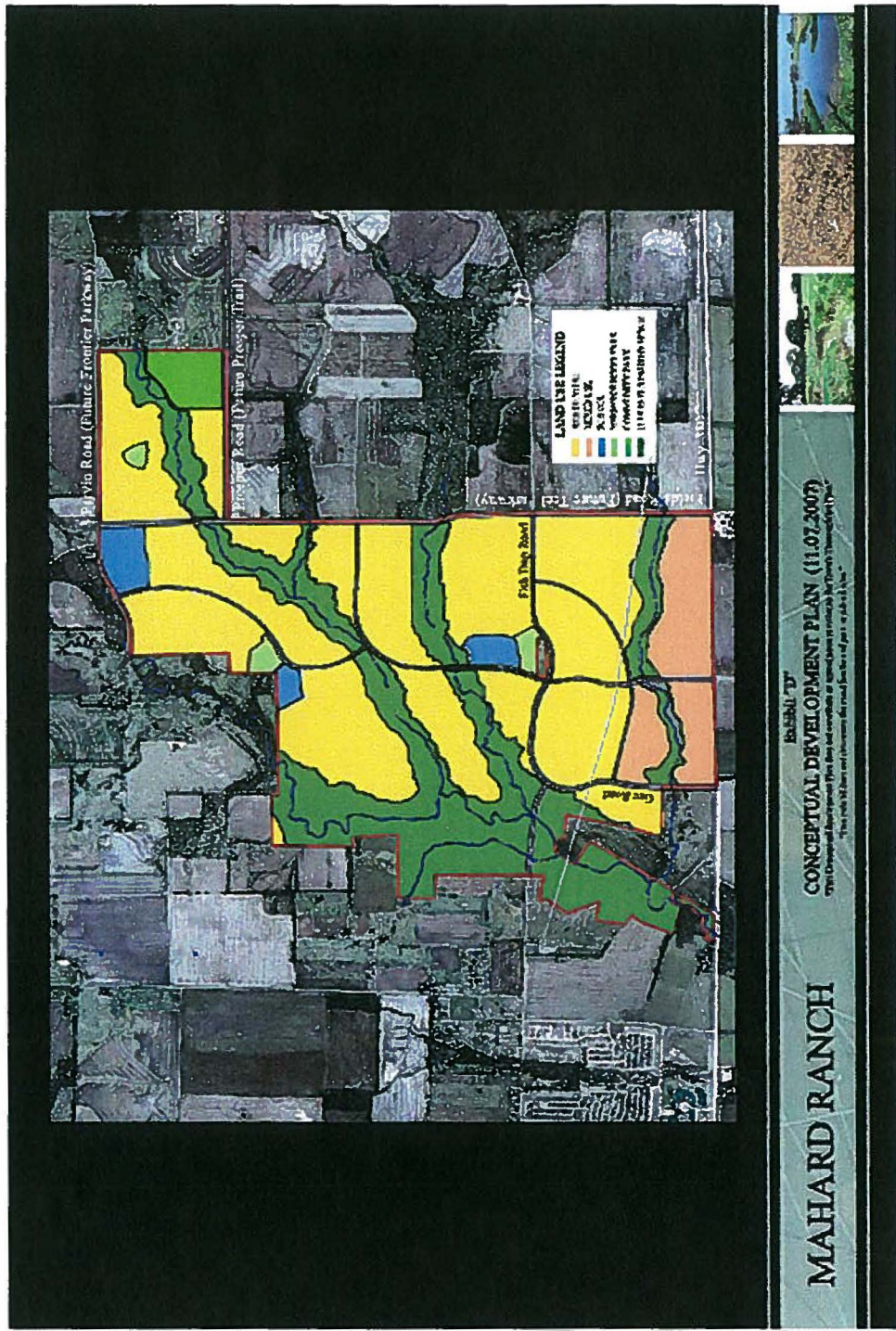


EXHIBIT "E"
Development Schedule for Mahard Ranch, Town of Prosper, Texas

The anticipated schedule of development is to provide approximately 350 finished lots of various Types each 18-month period, beginning March 2009.

This schedule is subject to change due to various factors beyond the control of the developer, such as housing market conditions, construction materials and labor availability and acts of nature, among others.

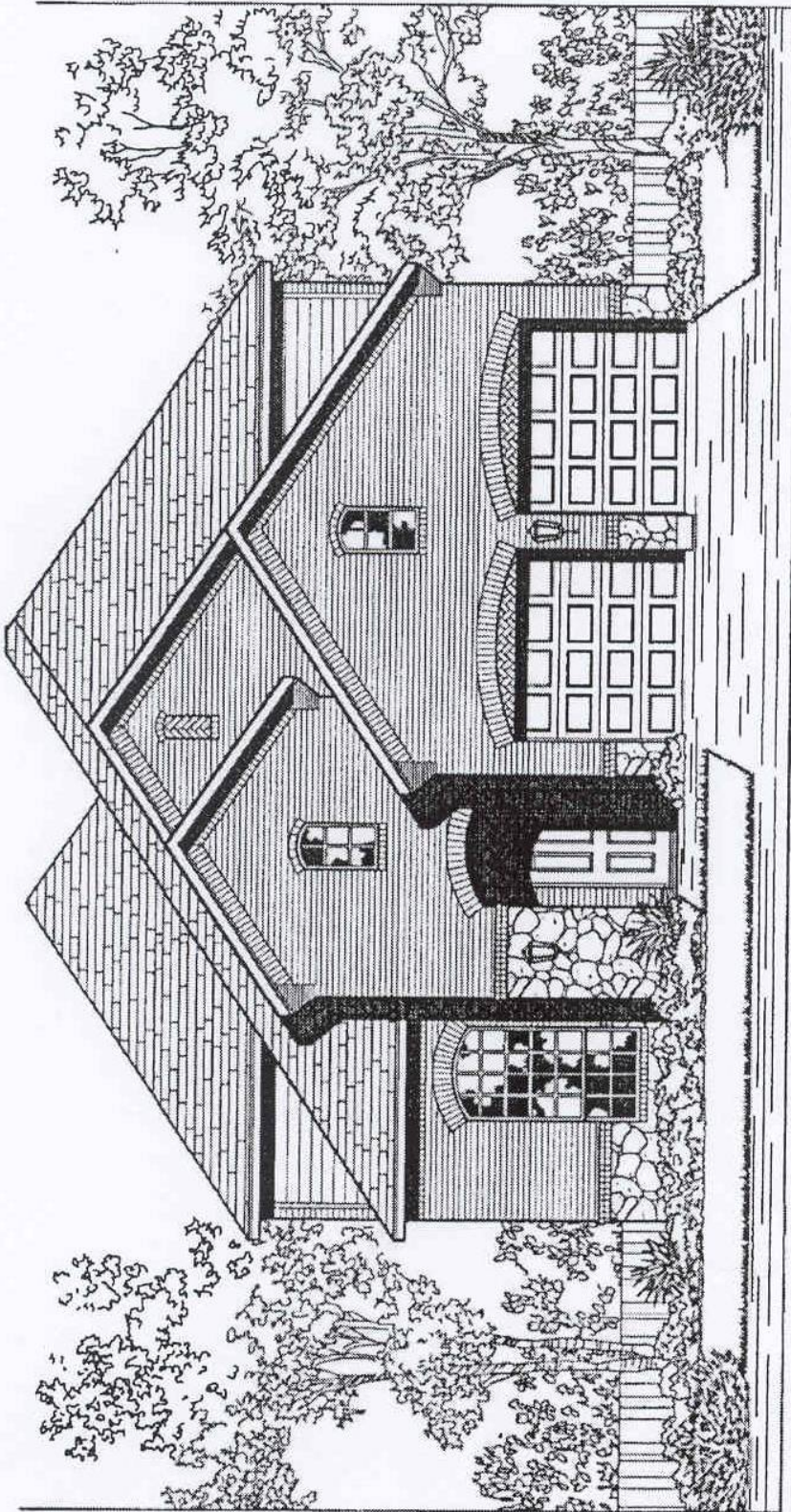
EXHIBIT "F"

Illustrative Elevations and Plans for Mahard Ranch, Town of Prosper, Texas

The illustrations that are included with this Exhibit are for the purpose of illustrative example only and do not constitute exact renderings or plans of the buildings and items depicted.

EXHIBIT "F-1"

The illustrations that are included with this Exhibit are for the purpose of illustrative example only and do not constitute exact renderings or plans of the buildings and items depicted.





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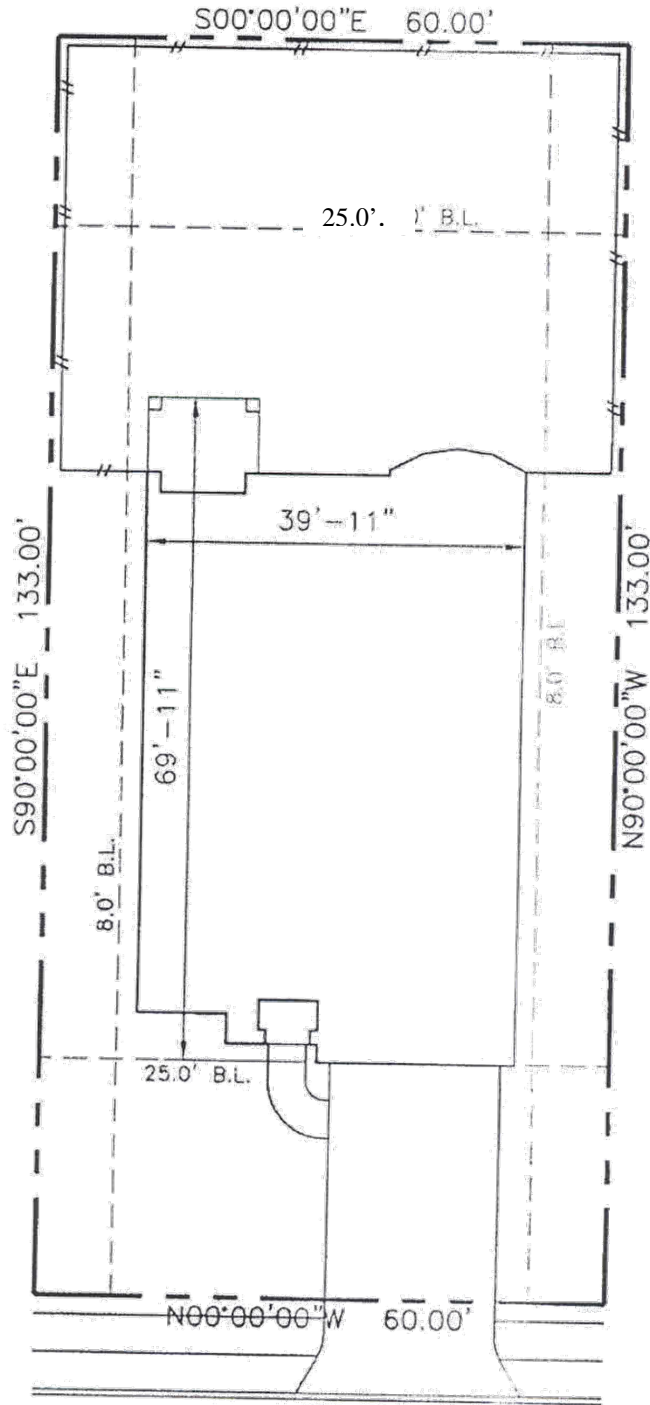
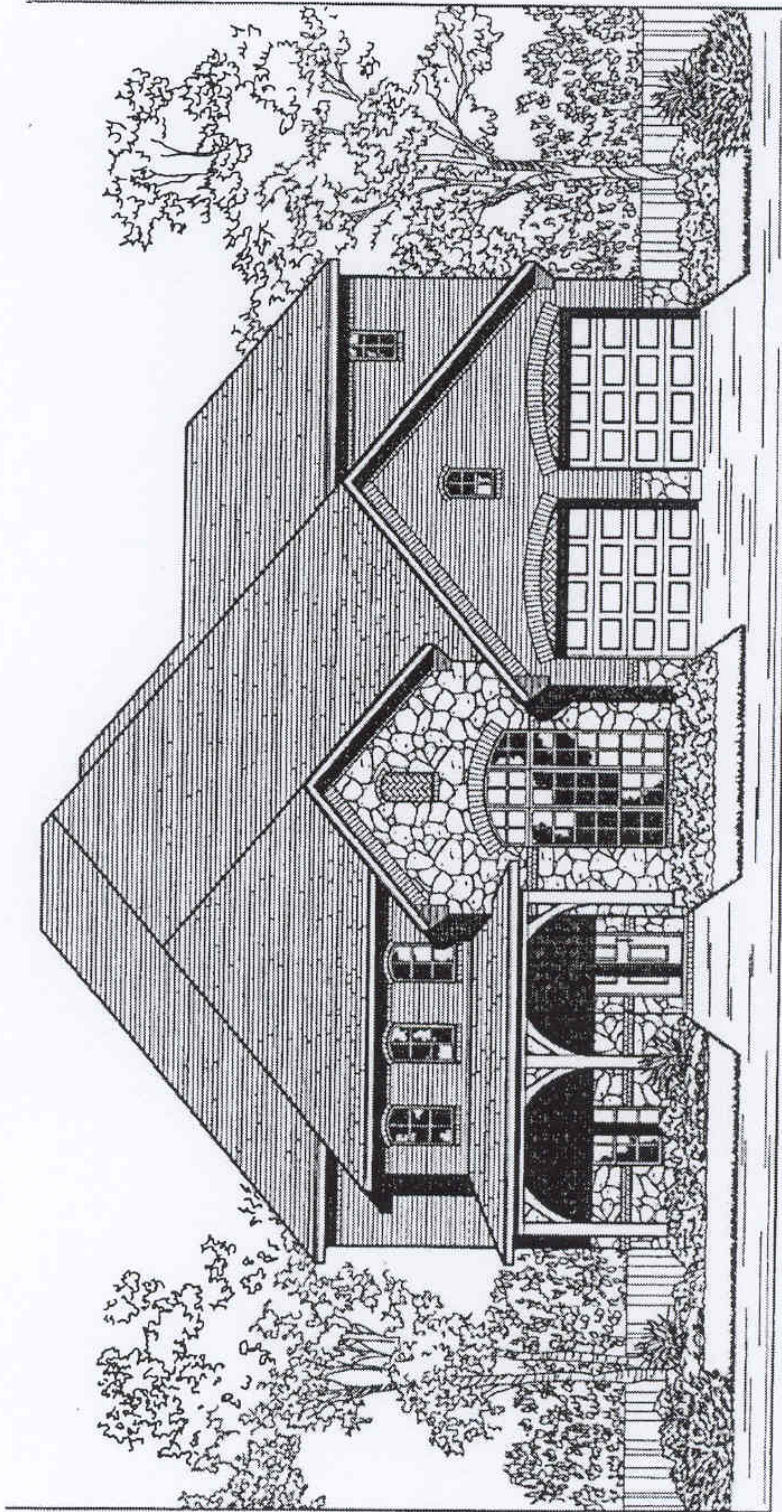


EXHIBIT "F-2"

The illustrations that are included with this Exhibit are for the purpose of illustrative example only and do not constitute exact renderings or plans of the buildings and items depicted.



2A

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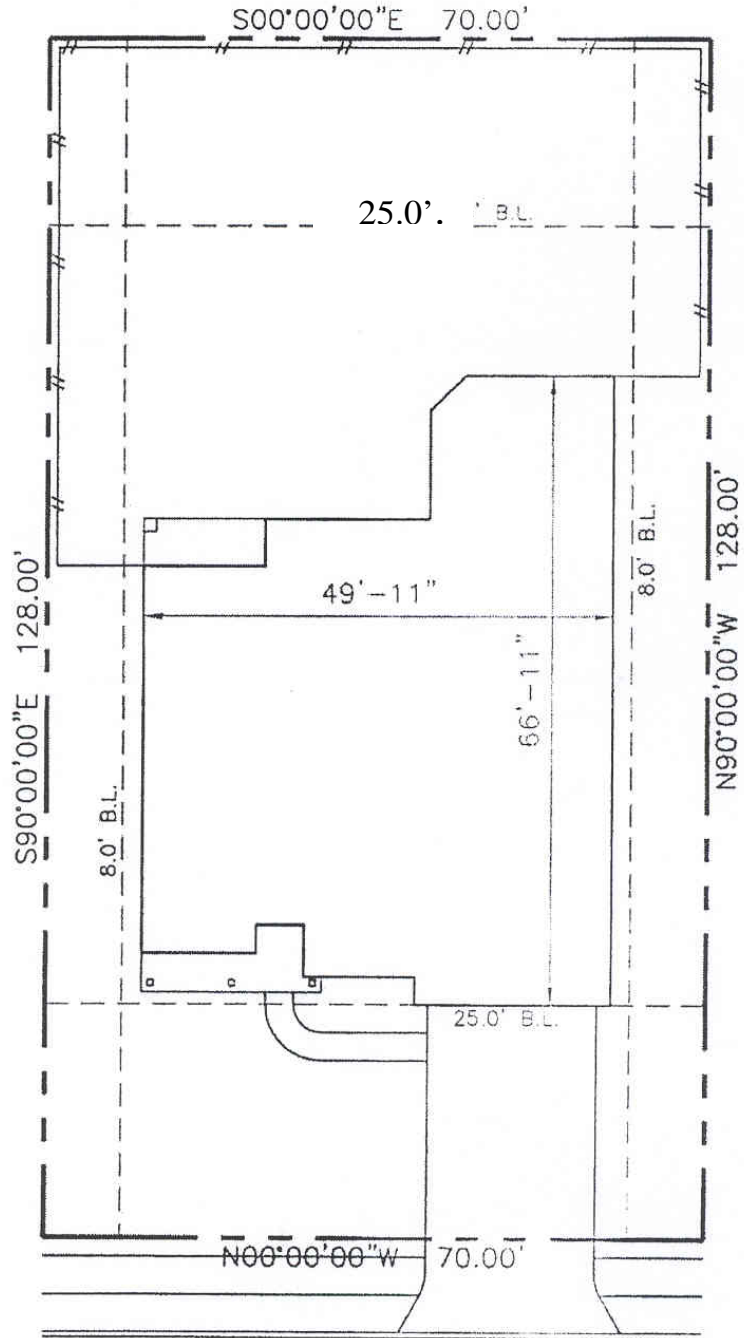
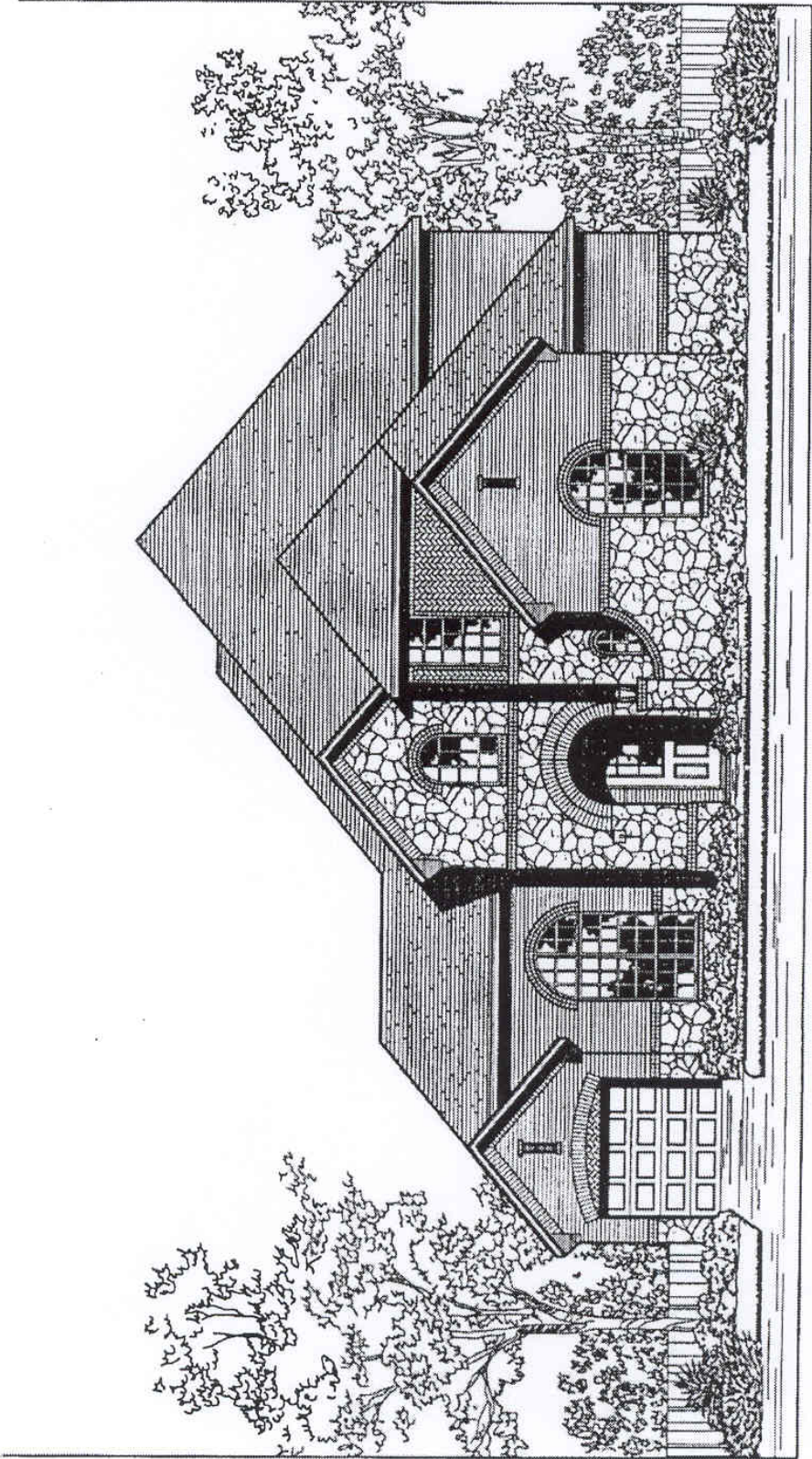


Exhibit "F-3"

The illustrations that are included with this Exhibit are for the purpose of illustrative example only and do not constitute exact renderings or plans of the buildings and items depicted.



29

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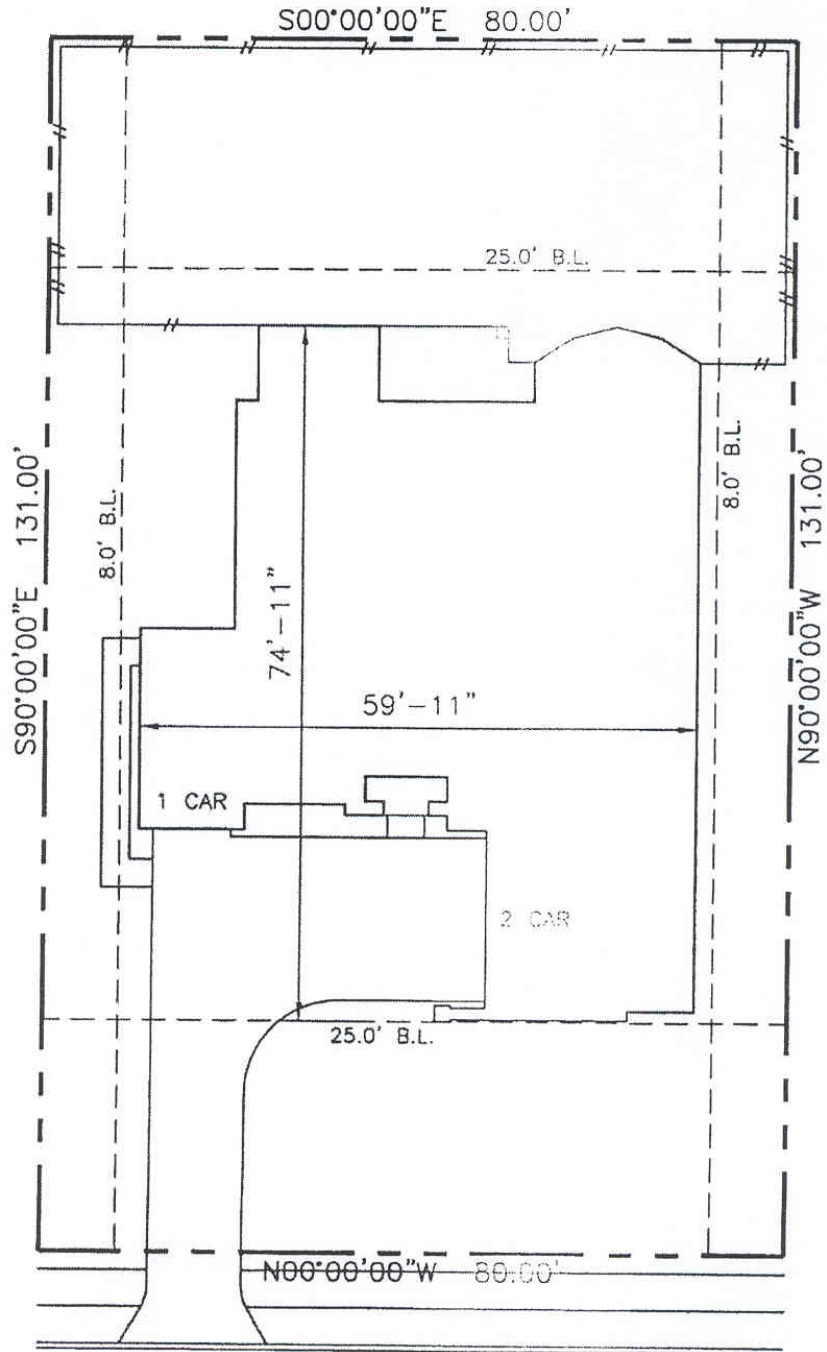
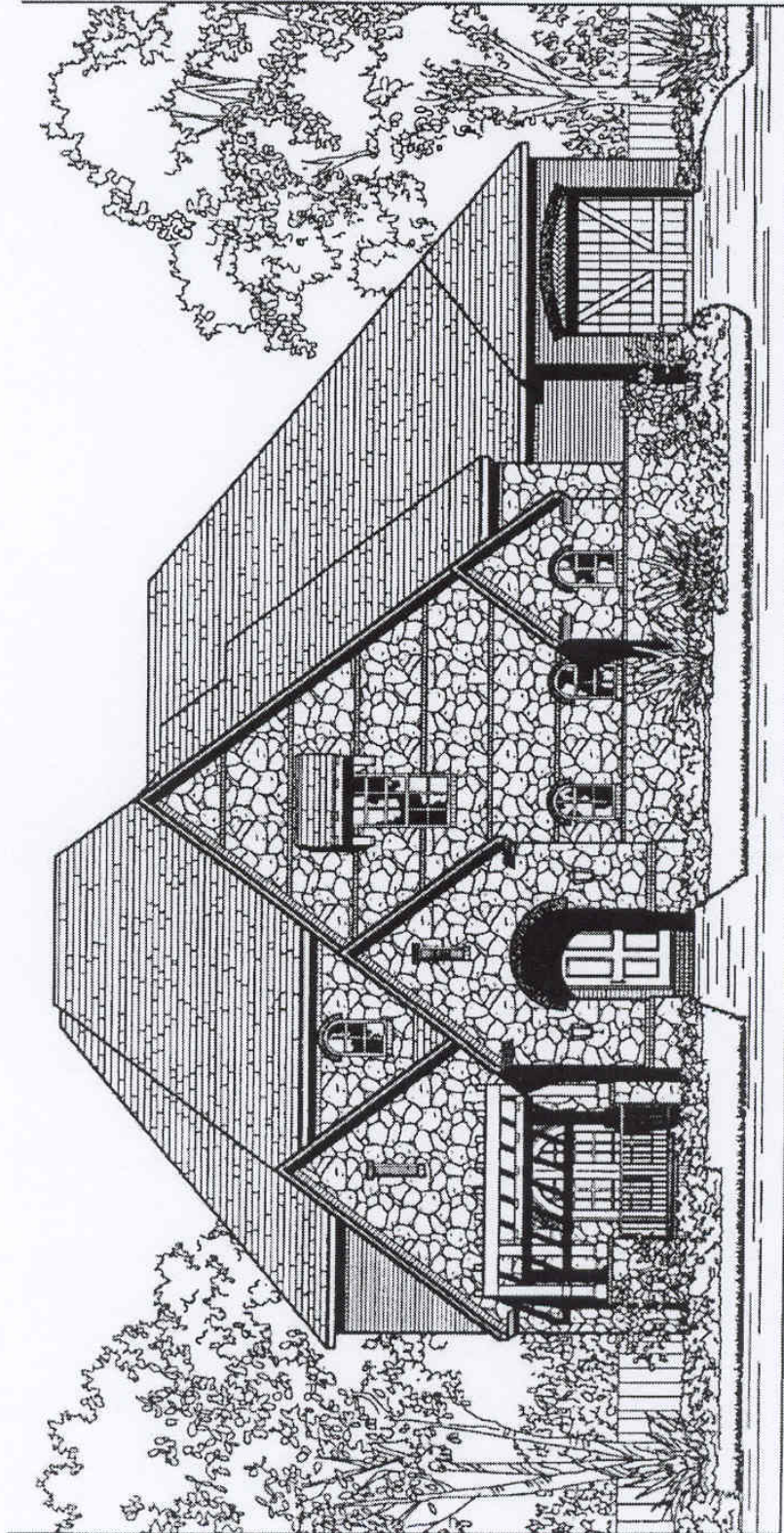


Exhibit "F-4"

The illustrations that are included with this Exhibit are for the purpose of illustrative example only and do not constitute exact renderings or plans of the buildings and items depicted.





SCALE: 1 = 20'

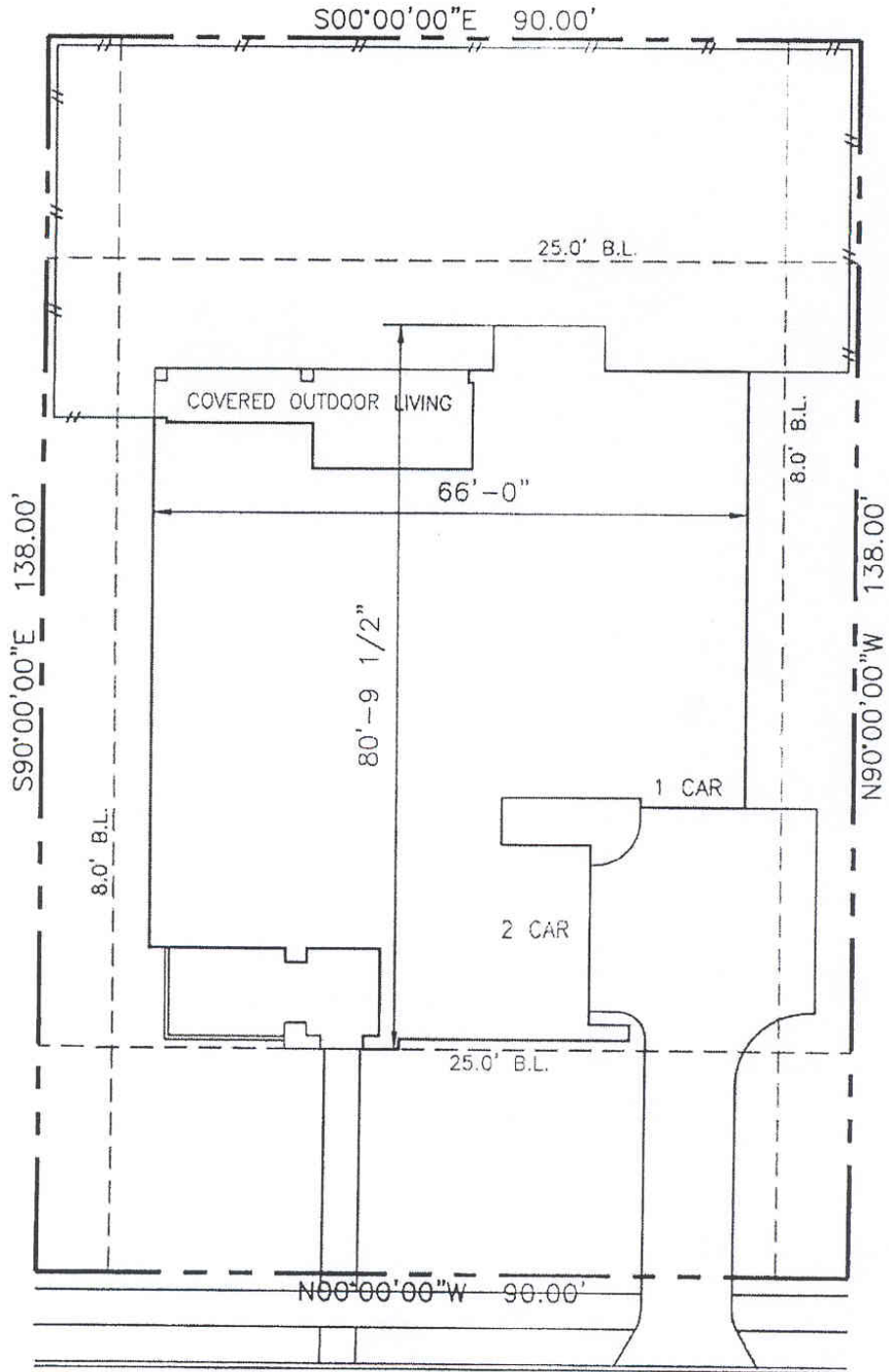
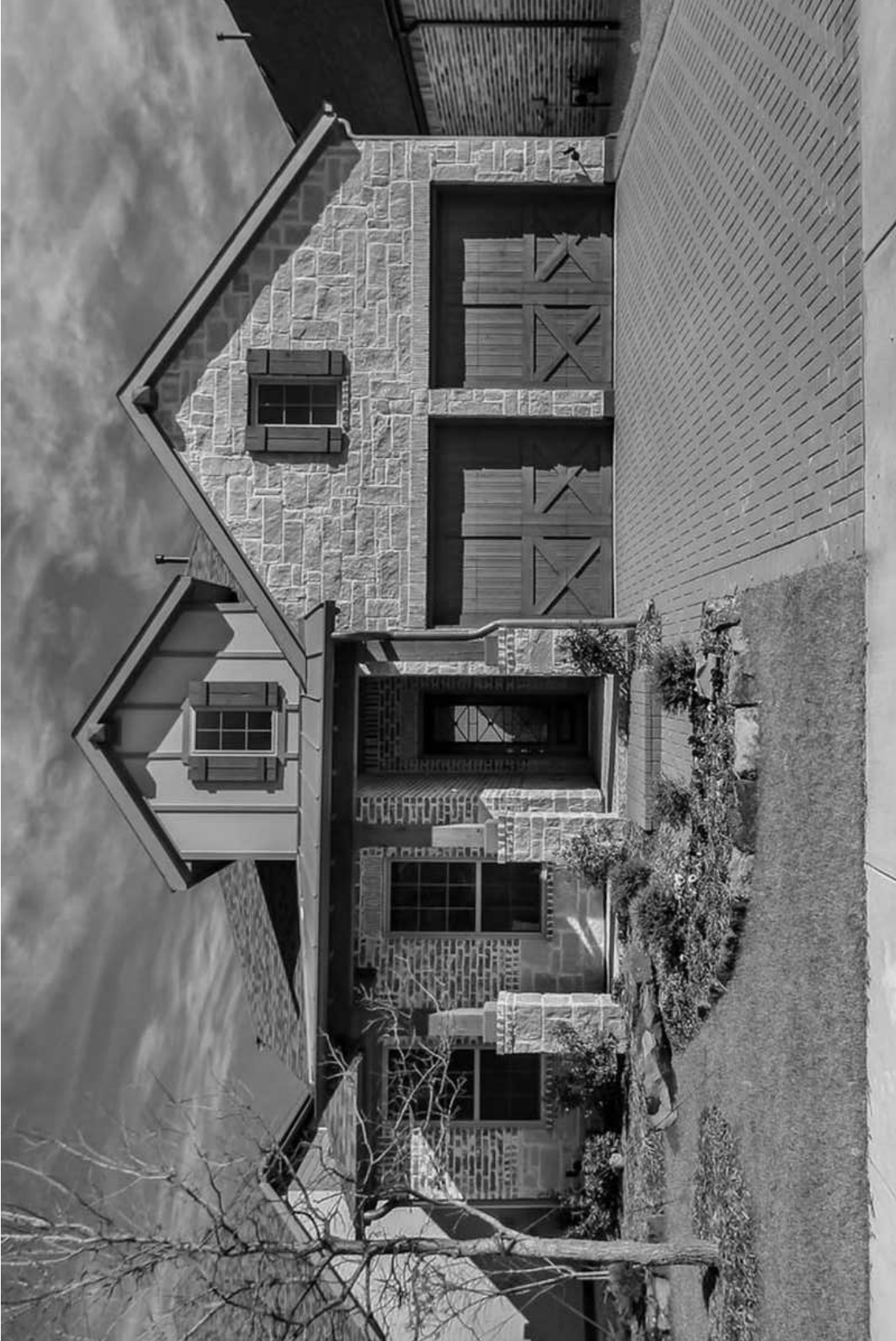


Exhibit "F-5"

The illustrations that are included with this Exhibit are for the purpose of illustrative example only and do not constitute exact renderings or plans of the buildings and items depicted.











PLANNING



To: Mayor and Town Council
From: Alex Glushko, AICP, Planning Manager
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting - January 14, 2020

Agenda Item:

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

Background:

The associated rezoning request (Z19-0020) was approved subject to a development agreement including architectural standards and building materials consistent with the Planned Development-40 (PD-40) development standards. PD-40 does not permit metal roofs; however, as a result of House Bill 2439, the Town no longer has the authority to regulate building materials, including roofing materials.

In conjunction with the proposed development agreement, the applicant is proposing to allow metal roofing for Type C (minimum 8,000 square-foot) and Type D (minimum 9,000 square-foot) lots. Staff believes the request is reasonable and recommends approval.

Description of Agenda Item:

On November 26, 2019, the Town Council approved the rezoning request (Z19-0020) related to residential development within Windsong Ranch. The zoning request was approved by a vote of 6-1, subject to Town Council approval of a Development Agreement, including architectural standards, building materials, and right-of-way dedication. A Development Agreement has been prepared accordingly.

Legal Obligations and Review:

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

Attached Documents:

1. Development Agreement

Town Staff Recommendation:

Staff recommends the Town Council authorize the Town Manager to execute a Development Agreement between VP Windsong Operation, LLC and VP Windsong Investments, LLC, and the Town of Prosper, Texas, related to the Windsong Ranch development.

Proposed Motion:

I move to authorize the Town Manager to execute a Development Agreement between VP Windsong Operation, LLC and VP Windsong Investments, LLC, and the Town of Prosper, Texas, related to the Windsong Ranch development.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into by and between the Town of Prosper, Texas (“Town”), and VP Windsong Operations LLC and VP Windsong Investments LLC (collectively, “Owner”) (individually, a “Party” and collectively, the “Parties”) to be effective (the “Effective Date”) on the latest date executed by a Party.

WHEREAS, the Town is a home-rule municipal corporation, located in Collin County and Denton County, Texas, organized and existing under the laws of the State of Texas; and

WHEREAS, Owner is a Delaware limited liability company qualified to do business in the State of Texas; and

WHEREAS, Owner has developed Windsong Ranch located in Denton County in the Town, and more particularly described in Exhibit A, attached hereto and incorporated by reference (the “Property”); and

WHEREAS, Owner previously has sold certain residential lots in Windsong Ranch and has, and will continue to offer, residential lots for sale in Windsong Ranch subsequent to the execution of this Agreement; and

WHEREAS, in 2008 the Town approved Planned Development 40 (“PD-40”) relative to the development of the Property as a master-planned community, and has approved certain amendments to PD-40 subsequent thereto; and

WHEREAS, on November 26, 2019, the Town conducted a public hearing on proposed amendments to PD-40; and

WHEREAS, on or about January 14, 2020, the Town approved certain amendments to PD-40, as more fully described in the applicable zoning ordinance, and further, the Parties have agreed to certain matters related to right-of-way dedication for Parvin Road as well as certain architectural features and building materials to be utilized in Windsong Ranch, and the purpose of this Agreement is to memorialize the Parties’ understandings related thereto; and

WHEREAS, on January 14, 2020, the Town also authorized the execution of this Agreement; and

WHEREAS, this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in PD-40, as amended, and to recognize Owner’s reasonable investment-backed expectations in PD-40, as amended; and

WHEREAS, subject to the terms of this Agreement, Owner agrees and acknowledges that it will construct on the Property structures in accordance with the provisions, standards and notes reflected in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement agree as follows:

1. Architectural Standards and Building Materials. For any structure built in Windsong Ranch following the Effective Date, it shall comply with the applicable requirements

contained in Exhibit B, "Architectural Standards and Building Materials," attached hereto and incorporated by reference, and Owner agrees to construct those structures in compliance therewith. The Parties agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement. Nothing in this Agreement shall be deemed to modify or otherwise amend any zoning regulation duly adopted by the Town, previously or in the future.

2. Covenant Running with the Land. Provided that this Agreement is recorded in the Official Public Records of Denton County, Texas against the Property, the terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the Owner and its heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other owners of the Property, regardless of whether this Agreement is expressly referenced therein. Upon the sale of any lot or tract in Windsong Ranch, Owner will be released from any rights and obligations under this Agreement as to the portion of the Property conveyed and each subsequent owner of any portion of the Property shall be responsible for the obligations arising under this Agreement during its ownership of the Property.

3. Dedication of Parvin Road Right-of-Way. Within thirty (30) days of the execution of this Agreement, Owner shall dedicate to the Town, in fee simple, at no cost to the Town, that certain right-of-way depicted in Exhibit C, attached hereto and incorporated by reference. Such dedication shall be in a form acceptable to the Town. In the event that the Parvin Road right-of-way has not been timely dedicated to the Town, the Town may withhold the issuance of building permits for any Lot in Windsong Ranch until such time as the Parvin Road right-of-way is so dedicated. Further, if the final alignment of Parvin Road reflects that either additional or less right-of-way is necessary for Parvin Road, the Parties agree to negotiate in good faith the dedication of additional right-of-way to the Town by Owner or the return of unnecessary, but previously dedicated, right-of-way by the Town to Owner.

4. Applicability of Town Ordinances. Owner shall develop the Property, and construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes.

5. Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages. If the Town is in default under this Agreement, Owner may seek enforcement of this Agreement under any applicable waiver of the Town's sovereign immunity.

6. Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable

in Denton County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Denton County, Texas.

7. **Notice.** Any notices required or permitted to be given hereunder (each, a “Notice”) shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town: The Town of Prosper
250 W. First Street
P.O. Box 307
Prosper, Texas 75078
Attention: Town Manager

If to Owner: VP Windsong Operations LLC
2242 Good Hope Road
Prosper, Texas 75078
Attention: David R. Blom

VP Windsong Investments LLC
2242 Good Hope Road
Prosper, Texas 75078
Attention: David R. Blom

With a Copy to: Jackson Walker LLP
2323 Ross Ave., Suite 600
Dallas, Texas 75201
Attention: George C. Dunlap

8. **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).

9. **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.

10. **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.

11. **Binding Agreement.** A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein, including without limitation a scanned copy sent via electronic mail by either party.

12. **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.

13. Filing in Deed Records. This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Denton County, Texas.

14. Dispute Resolution. Prior to filing any legal action or suit, a Party shall deliver written notice to the other Party specifically detailing any dispute or conflict concerning the interpretation of this Agreement (a "Dispute Notice"). Following the delivery of a Dispute Notice, the Parties agree to negotiate in good faith, without unreasonable delay, within a period of thirty (30) days following the date on which the Dispute Notice was delivered. In the event that the Parties cannot resolve the dispute or conflict within such thirty (30) day period, the Party that delivered the Dispute Notice will thereafter have the right and option to take any action to which it is legally entitled in connection with the dispute or conflict detailed in the Dispute Notice.

15. Notification of Sale or Transfer; Assignment of Agreement. Owner shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Owner has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Owner. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor owner assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain true and correct copies of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information. Notwithstanding anything herein to the contrary, Owner shall not be required to deliver notice to the Town in the event of a sale or transfer of any platted lots or real property to any homebuilder, homebuyer, Windsong Ranch Community Association, Inc. or Prosper Independent School District; provided that Owner will deliver written notice to the Town in the event all or any portion of the Property is sold or transferred to an unaffiliated third-party developer.

16. 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.

17. 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.

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

19. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original.

20. **Exactions/Infrastructure Costs.** Owner has been represented by legal counsel in the negotiation of this Agreement and been advised or has had the opportunity to have legal counsel review this Agreement and advise Owner, regarding Owner's rights under Texas and federal law. Owner hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement for the Parvin Road dedication are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Owner specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Owner hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

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 roadway or infrastructure requirements imposed by this Agreement. Owner and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to roadway (including the Parvin Road right-of-way dedication) or infrastructure requirements imposed by this Agreement.

22. **Waiver of Texas Government Code § 3000.001 et seq.** With respect to any structures or 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.

23. **Time.** Time is of the essence in the performance by the Parties of their respective obligations under this Agreement.

24. **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.

25. **Amendment.** This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party, Assignee and successor owner of all or any part of the Land; however, the failure to provide such copies shall not affect the validity of any amendment.

26. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a

whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

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 January, 2020, 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:

VP Windsong Operations LLC,
a Delaware limited liability company

By: _____
Name: David R. Blom
Title: Vice President

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the ___ day of January, 2020, by David R. Blom, in his capacity as Vice President of VP Windsong Operations LLC, a Texas limited liability company, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Owner.

Notary Public, State of Texas
My Commission Expires: _____

OWNER:

VP Windsong Investments LLC,
a Delaware limited liability company

By: _____
Name: David R. Blom
Title: Vice President

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the ___ day of January, 2020, by David R. Blom, in his capacity as Vice President of VP Windsong Investments LLC, a Texas limited liability company, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Owner.

Notary Public, State of Texas
My Commission Expires: _____

EXHIBIT A
(Property Description)

All property described and depicted in Exhibit A to Planned Development 40 (PD-40),
Town of Prosper Ordinance No. 08-030, as amended.

EXHIBIT "A"
Legal Descriptions for Mahard Ranch, Town of Prosper, Texas

EXHIBIT "A-1"

Legal Description of the Mahard Property

BEING a tract of land out of the C. SMITH SURVEY, Abstract No. 1681, the J. BATES SURVEY, Abstract No. 1620, the L. SALING SURVEY, Abstract No. 1675, the H.P. SALING SURVEY, Abstract No. 1628, the M.E.P. & P. RR SURVEY, Abstract No. 1476, P. BARNES SURVEY, Abstract No. 79, the B. HADGES SURVEY, Abstract No. 593, the A.B. JAMISON SURVEY, Abstract No. 672, the B.B. WALTON SURVEY, Abstract No. 1369, the T. BUTTON SURVEY, Abstract No. 88, the P.R. RUE SURVEY, Abstract No. 1555, the J. TETTER SURVEY, Abstract No. 1262, the L. NETHERLY SURVEY, Abstract No. 962, the B. RUE SURVEY, Abstract No. 1113, the A. ROBERTS SURVEY, Abstract No. 1115, in Denton County, Texas, the R. YATES SURVEY, Abstract No. 1538, the L. RUE SURVEY, Abstract No. 1110, the H. RUE SURVEY, Abstract No. 1111, the J. MORTON SURVEY, Abstract No. 793, in Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2004-0063826 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 20041-0024459 of the Real Property Records of Denton County, Texas, being part of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2004-0014699 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2004-0014698 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2005-0014700 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2004-0046720 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2004-0024462 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2004-0024458 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard 2003 Partnership, L.P. recorded in Denton County Clerk's File No. 2004-0050900 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard Egg Farm, Inc. recorded in Volume 1936, Page 145 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard Egg Farm, Inc. recorded in Volume 1618, Page 329 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard Egg Farm, Inc. recorded in Volume 547, Page 394 of the Deed Records of Denton County, Texas, being part of the tract of land described in deed to Mahard Egg Farm, Inc. recorded in Volume 1332, Page 176 of the Real Property Records of Denton County, Texas, being all of the tract of land described in deed to Mahard Egg Farm, Inc. recorded in Volume 779, Page 665 of the Deed Records of Denton County, Texas, being all of the tract of land described in deed to Ernest Mahard recorded in Volume 1938, Page 931 of the Real Property Records of Denton County, Texas being all of the tract of land described in deed to Mahard Egg Farm, Inc. recorded in Volume 1149, Page 500 of the Deed Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a TXDOT monument found in the north right-of-way line of U.S. Highway No. 380, said monument being the northeast corner of a tract of land described in deed to the State of Texas recorded in Volume 4769, Page 1768 of the Real Property Records of Denton County, Texas;

THENCE with said north right-of-way line, the following courses and distances to wit:

South 88°35'51" West, a distance of 3483.13 feet to a TXDOT monument found;

North 46°16'16" West, a distance of 83.68 feet to a fence post in the east line of Good Hope Road (no dedication recordation found);

THENCE with said east line and along a fence, North 00°25'46" West, a distance of 1453.36 feet to a fence corner found in the south line of a 25.44 acre tract of land described in deed to Nathan Goodlet recorded in Volume 3329, Page 825 of the Real Property Records of Denton County, Texas;

THENCE with said south line, North 88°56'49" East, a distance of 1435.64 feet to a 3/8" iron rod found for corner;

THENCE with the east line of said 25.44 acre tract, North 00°30'13" West, a distance of 819.11 feet to a 1/2" iron rod found for corner;

THENCE with the north line of said 25.44 acre tract, South 89°35'17" West, a distance of 1430.32 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" (hereinafter called 5/8" iron rod set) for corner in the east line of said Good Hope Road:

THENCE with said east line, North 00°08'13" West, a distance of 1236.96 feet to a fence corner in the south line of a tract of land described in deed to Judy Reeves;

THENCE with the south line of said Reeves tract, North 89°14'55" East, a distance of 940.90 feet to a 5/8" iron rod set for corner;

THENCE with the east line of said Reeves tract, North 00°40'52" West, a distance of 197.22 feet to a 1/2" iron rod found for corner in the south line of Fish Trap Road (no dedication recordation found);

THENCE with said south line, North 88°59'28" East, a distance of 815.80 feet to a 1/2" iron rod found for corner;

THENCE leaving said south line, North 00°06'59" West, a distance of 36.44 feet to a pk nail found in the centerline of said Fish Trap Road;

THENCE along the centerline of said Fish Trap Road, South 89°04'04" West, a distance of 1776.99 feet to a pk nail set for the intersection of the centerline of said Fish Trap Road and the centerline of said Good Hope Road;

THENCE along the centerline of said Good Hope Road, South 00°15'35" East, a distance of 3735.79 feet to a pk nail set in the north right-of-way line of said U.S. Highway No. 380;

THENCE with said north right-of-way line, the following courses and distances to wit:

South 44°02'02" West, a distance of 114.60 feet to a TXDOT monument found;

South 88°35'51" West, a distance of 2062.12 feet to a 5/8" iron rod set for corner;

South 88°50'58" West, a distance of 100.00 feet to a 5/8" iron rod set for corner;
 South 89°09'27" West, a distance of 22.39 feet to a 5/8" iron rod set for corner;
 North 45°50'38" West, a distance of 111.42 feet to a pk nail set in the centerline of Gee Road (no dedication recordation found);

THENCE with said centerline, North 00°01'02" West, a distance of 1114.87 feet to a pk nail set;

THENCE with the easterly most north line of a 106.26 acre tract of land described in deed to Judy Gee recorded in Volume 3130, Page 794 of the Real Property Records of Denton County, Texas, part of the way, South 89°33'35" West, a distance of 1098.63 feet to a fence corner found;

THENCE along a fence, North 12°40'03" East, a distance of 2150.51 feet to a fence corner found for the northwest corner of a 5.34 acre tract of land described in deed to Mahard Egg Farm, Inc. recorded in Volume 1936, Page 145 of the Real Property Records of Denton County, Texas;

THENCE the following courses and distances to wit:

North 88°30'03" West, a distance of 451.90 feet to a 5/8" iron rod set for corner;
 North 59°57'10" West, a distance of 66.21 feet to a 5/8" iron rod set for corner;
 North 27°15'28" West, a distance of 207.89 feet to a 5/8" iron rod set for corner;
 South 79°58'04" West, a distance of 116.69 feet to a 5/8" iron rod set for corner;
 South 17°11'21" West, a distance of 12.96 feet to a 5/8" iron rod set for corner;
 North 65°16'52" West, a distance of 66.04 feet to a 5/8" iron rod set for the northerly most corner of said 106.26 acre tract;

THENCE with the west lines of said 106.26 acre tract, the following courses and distances to wit:

South 31°55'38" West, a distance of 494.24 feet to a 5/8" iron rod set for corner;
 South 57°52'02" East, a distance of 601.93 feet to a Corp of Engineers monument found;
 South 31°24'02" West, a distance of 1854.30 feet to a Corp of Engineers monument found;
 South 31°27'22" West, a distance of 302.61 feet to a 5/8" iron rod set for the northeast corner of a 0.78 acre tract of land described in deed to the City of Irving recorded in Volume 4871, Page 5128 of the Real Property Records of Denton County, Texas;

THENCE the lines of said 0.78 acre tract, the following courses and distances to wit:

North 73°29'41" West, a distance of 241.29 feet to a 1/2" iron rod found for corner;
 South 21°58'41" West, a distance of 181.00 feet to a 5/8" iron rod set for corner;
 South 73°29'27" East, a distance of 67.00 feet to a 5/8" iron rod set for corner;
 North 22°20'38" East, a distance of 41.52 feet to a 5/8" iron rod set for corner;
 South 75°57'16" East, a distance of 152.12 feet to a 1/2" iron rod found in the west line of said 106.26 acre tract;

THENCE with said west line and along a fence part of the way, South 31°27'22" West, a distance of 877.59 feet to a 5/8" iron rod set for corner in the north right-of-way line of said U.S. Highway No. 380

THENCE with said north right-of-way line, North 88°48'55" West, a distance of 587.44 feet to a 5/8" iron rod set for the southeast corner of a 61.2 acre tract of land described in deed to M.

Taylor Hansel recorded in Denton County Clerk's File No. 94-R0091793 of the Real Property Records of Denton County, Texas;

THENCE with the east lines of said Hansel tract, the following courses and distances to wit:

North 08°56'01" East, a distance of 240.78 feet to a 5/8" iron rod set for corner;
 North 55°59'01" East, a distance of 132.20 feet to a 5/8" iron rod set for corner;
 South 20°18'01" West, a distance of 155.70 feet to a 5/8" iron rod set for corner;
 South 80°49'59" East, a distance of 88.40 feet to a 5/8" iron rod set for corner;
 North 45°13'01" East, a distance of 261.10 feet to a 5/8" iron rod set for corner;
 South 62°15'59" East, a distance of 216.20 feet to a 5/8" iron rod set for corner;
 North 15°04'01" East, a distance of 184.70 feet to a 5/8" iron rod set for corner;
 North 56°01'01" East, a distance of 183.40 feet to a 5/8" iron rod set for corner;
 North 18°07'01" East, a distance of 197.90 feet to a 5/8" iron rod set for corner;
 North 73°19'59" West, a distance of 688.80 feet to a Corp of Engineers monument found for the southeast corner of a 107.57 acre tract of land described in deed to Fish Trap Properties, Ltd., recorded in Volume 4626, Page 2922 of the Real Property Records of Denton County, Texas;

THENCE with the east lines of said 107.57 acre tract, the following courses and distances to wit:

North 29°02'03" East, a distance of 67.81 feet to a 5/8" iron rod set for corner;
 North 22°04'26" East, a distance of 710.31 feet to a Corp of Engineers monument found;
 North 33°00'31" East, a distance of 221.33 feet to a Corp of Engineers monument found;
 North 58°30'15" West, a distance of 249.63 feet to a Corp of Engineers monument found for the southeast corner of a 43.07 acre tract of land described in deed to Billy Jeter recorded in Volume 2125, Page 729 of the Real Property Records of Denton County, Texas;

THENCE with the east lines of said 43.07 acre tract, the following courses and distances to wit:

North 07°55'24" East, a distance of 669.72 feet to a 5/8" iron rod set for corner;
 South 75°24'16" East, a distance of 402.59 feet to a Corp of Engineers monument found;
 North 19°28'37" West, a distance of 739.75 feet to a Corp of Engineers monument found;
 North 35°34'01" East, a distance of 531.05 feet to a Corp of Engineers monument found;
 North 02°04'22" West, a distance of 172.83 feet to a fence post found in the south line of a 57.55 acre tract of land described in deed to G&S Landscaping recorded in Volume 5114, Page 1398 of the Real Property Records of Denton County, Texas;

THENCE with said south line, South 77°28'43" East, a distance of 553.04 feet to a Corp of Engineers monument found;

THENCE with the east line of said 57.55 acre tract and the east line of two tracts of land described in deed to Mary Weber recorded in Denton County Clerk's File No. 94-R0031655 of the Real Property Records of Denton County, Texas, the following courses and distances to wit:

North 01°07'34" East, a distance of 278.92 feet to a 5/8" iron rod found;
 North 01°04'49" East, a distance of 510.59 feet to a Corp of Engineers monument found;
 North 00°57'07" West, a distance of 149.86 feet to a Corp of Engineers monument found;
 North 00°06'44" East, a distance of 1393.34 feet to a 1/2" iron rod found for corner;

North 89°49'12" West, a distance of 505.03 feet to a fence corner found in the east line of a 58.44 acre tract of land described in deed to Benny Nobles recorded in Volume 2299, Page 94 of the Real Property Records of Denton County, Texas;

THENCE with said east line, North 00°50'11" West, a distance of 810.75 feet to a fence corner found in the south line of a 99.5 acre tract of land described in deed to Rue Family Trust recorded in Volume 5032, Page 3961 of the Real Property Records of Denton County, Texas;

THENCE with the south and east lines of said 99.5 acre tract and the south line of a 90 acre tract of land described in deed to Rue Family Trust recorded in Volume 5032, Page 3961 of the Real Property Records of Denton County, Texas the following courses and distances to wit:

North 89°17'21" East, a distance of 1389.64 feet to a 5/8" iron rod set for corner;

North 03°32'47" West, a distance of 929.90 feet to a 5/8" iron rod set for corner;

South 85°47'35" West, a distance of 228.77 feet to a 1/2" iron rod found for corner;

North 02°06'10" East, a distance of 1767.38 feet to a 3/8" iron rod found for corner;

South 88°23'11" East, a distance of 1111.78 feet to a 5/8" iron rod set for in the west line of a 319.00 acre tract of land described in deed to Sammy Carey recorded in Volume 2336, Page 5411 of the Real Property Records of Denton County, Texas;

THENCE with said west line, South 00°10'32" West, a distance of 125.32 feet to a 5/8" iron rod set for corner;

THENCE with the south line of said 319.00 acre tract and the south line of a 5 acre tract of land described in deed to M.B. Allen recorded in Volume 375, Page 395 of the Deed Records of Denton County, Texas, North 88°58'42" East, a distance of 2644.03 feet to a 1/2" iron rod found in the centerline of said Good Hope Road;

THENCE along said centerline, North 00°48'31" West, a distance of 992.40 feet to a 1/2" iron rod found for corner;

THENCE with the south line of the tract of land described in deed to the Good Hope Church and continuing along Good Hope Road, South 89°38'27" East, a distance of 457.50 feet to a 5/8" iron rod set in the east line of said Good Hope Road;

THENCE with the east line of said Good Hope Road, the following courses and distances to wit:

North 01°47'00" West, a distance of 935.34 feet to a 5/8" iron rod set for corner;

North 00°15'22" West, a distance of 1726.79 feet to a 5/8" iron rod set for an ell corner in the south line of a 100 acre tract of land described in deed to Bruce Jackson recorded in Volume 4910, Page 2975 of the Real Property Records of Denton County, Texas;

THENCE with the south line of said 100 acre tract, the south line of a 134.58 acre tract of land described in deed to Little Elm Ranch Corporation recorded in Volume 5416, Page 3334 of the Real Property Records of Denton County, Texas, and the south line of a tract of land described in deed to Salvador Buentello recorded in Volume 2633, Page 648 of the Real Property Records of Denton County, Texas, North 89°42'25" East, a distance of 1545.14 feet to a 5/8" iron rod set in the centerline of a Parvin Road (no dedication recordation found);

THENCE along said centerline and with the south line of said Buentello tract, the following courses and distances to wit

North 70°58'34" East, a distance of 76.26 feet to a 5/8" iron rod set for corner;

North 74°05'38" East, a distance of 206.69 feet to a 5/8" iron rod set for corner;

North 77°25'29" East, a distance of 112.34 feet to a 1/2" iron rod found for corner;
 North 01°25'12" East, a distance of 17.04 feet to a 5/8" iron rod set for corner;

THENCE continuing along said centerline, the south line of said Buentello tract, the south line of a 1.75 acre tract of land described in deed to Donna Jackson recorded in Denton County Clerk's File No. 2004-0086324 of the Real Property Records of Denton County, Texas, the south line of a 2.5 acre and 14.87 acre tracts of land described in deed to Jose Gutierrez recorded in Denton County Clerk's File No. 2004-0139581 of the Real Property Records of Denton County, Texas, and the south line of a 15 acre tract of land described in deed to William Kramer, the following courses and distances to wit:

North 89°08'54" East, a distance of 1300.08 feet to a 1/2" iron rod found for corner;
 North 89°07'58" East, a distance of 3455.35 feet to a 1/2" iron rod found for the northwest corner of a 100 acre tract of land described in deed to RH-TWO, LP recorded in Denton County Clerk's File No. 2004-0086307 of the Real Property Records of Denton County, Texas;

THENCE with the west line of said 100 acre tract, South 00°40'06" West, a distance of 2809.18 feet to a 1/2" iron rod found in the centerline of Prosper Road (no dedication recordation found);

THENCE with said centerline, South 89°24'09" West, a distance of 3412.04 feet to a 1/2" iron rod found for corner;

THENCE leaving said centerline, North 00°12'44" West, a distance of 16.61 feet to a 5/8" iron rod set in the north line of said Prosper Road;

THENCE with said north line, South 89°49'30" West, a distance of 298.97 feet to a 5/8" iron rod set in the east line of a 5 acre tract of land described in deed to Curtis McDaniel recorded in Volume 354, Page 271 of the Deed Records of Denton County, Texas;

THENCE with the lines of the remainder of said 5 acre tract, the following courses and distances to wit:

North 00°15'22" East, a distance of 214.38 feet to a 5/8" iron rod set for corner;
 South 89°47'16" West, a distance of 318.73 feet to a 5/8" iron rod set for corner;
 South 33°13'36" East, a distance of 218.94 feet to a 5/8" iron rod set for corner;
 South 72°26'17" East, a distance of 198.56 feet to a 5/8" iron rod set in the centerline of Fields Road (no dedication recordation found);

THENCE along said centerline, the following courses and distances to wit:

South 00°02'02" West, a distance of 1534.38 feet to a 5/8" iron rod set for corner;
 South 00°08'41" East, a distance of 1196.19 feet to a 1/2" iron rod found for corner;
 South 00°19'01" East, a distance of 1051.65 feet to a 1/2" iron rod found for corner;
 South 00°46'08" West, a distance of 705.12 feet to a 5/8" iron rod set for corner;
 South 20°37'31" East, a distance of 96.22 feet to a 5/8" iron rod set for corner;
 South 28°15'33" East, a distance of 189.49 feet to a 3/8" iron rod found for corner;
 South 02°06'04" East, a distance of 1803.07 feet to a 1" iron rod found for corner;
 South 00°06'17" East, a distance of 1284.69 feet to a 5/8" iron rod set for corner;
 South 00°06'37" West, a distance of 1042.41 feet to a 5/8" iron rod set for corner;

THENCE leaving the centerline of said Fields Road, South 89°11'26" West, a distance of 21.20 feet to a 5/8" iron rod set in the west line of said Field Road;

THENCE with said west line, the following courses and distances to wit:

South 00°00'27" West, a distance of 1396.62 feet to a fence corner;

South 41°23'46" West, a distance of 87.55 feet to the **POINT OF BEGINNING** and containing 2106.592 acres of land.

Bearing system based North Central Zone of the Texas State Plane Coordinate System.

SAVE AND EXCEPT

Being all of that certain lot, tract or parcel of land located in the B. Rue Survey, Abstract No. 1113, Denton County, Texas, and being a portion of a called 76 acre tract of land described as Tract Three in deed to Mahard 2003 Partnership, L.P., recorded in County Clerks File No. 2004-0050900, Real Property Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found at an ell corner in the south line of a called 100 acre tract of land described in deed to Bruce Jackson, et al, recorded in Volume 4910, Page 2975, Real Property Records, Denton County, Texas, same being the northwest corner of said Mahard 2003 Partnership, L.P. tract;

THENCE North 89°42'25" East, along the north line of said Mahard 2003 Partnership, L.P. tract and passing at a distance of 583.33 feet the common southern corner of said Bruce Jackson, et al tract and a called 134.58 acre tract of land described in deed to Little Elm Ranch Corporation, recorded in Volume 5416, Page 3334, Real Property Records, Denton County, Texas, passing again at a distance of 834.26 feet the common southern corner of said Little Elm Ranch Corporation tract, and a tract of land described in deed to Salvador Buentello, recorded in Volume 2633, Page 648, Real Property Records, Denton County, Texas, and continuing for a total distance of 1,545.14 feet to a 5/8" iron rod found for corner in the present centerline of Parvin Road (no record of dedication found) at the beginning of a non-tangent curve to the left, having a radius of 1,206.88 feet, a central angle of 19°32'21", and a chord bearing and distance of South 58°53'46" West, 409.58 feet;

THENCE in a southwesterly direction, along the present centerline of said Parvin Road and passing through said Mahard 2003 Partnership, L.P. tract the following five (5) courses and distances:

- 1) Along said non-tangent curve to the left, an arc length of 411.57 feet;
- 2) South 49°04'47" West, a distance of 322.13 feet to the beginning of a curve to the right, having a radius of 355.51 feet, a central angle of 34°57'47", and a chord bearing and distance of South 71°08'48" West, 213.59 feet;
- 3) Along said curve to the right, an arc length of 216.94 feet;
- 4) South 88°37'42" West, a distance of 557.23 feet to the beginning of a curve to the left, having a radius of 410.55 feet, a central angle of 27°36'35", and a chord bearing and distance of South 75°08'34" West, 195.93 feet;
- 5) Along said curve to the left, an arc length of 197.83 feet to the east line of Good Hope Road (no record of dedication found), same being the most southerly southeast corner of said Bruce Jackson, et al tract;

THENCE North 00°15'22" West, along the most southerly east line of said Bruce Jackson, et al tract, a distance of 547.29 feet to the Place of Beginning and containing 575,223 square feet or 13.205 acres of land.

EXHIBIT "A-2"**Legal Description of the FC Prosper Property****TRACT ONE**

A tract of land situated within the J. Bates Survey, Abstract Number 1620, Denton County, Texas and being the same tract of land as conveyed to Nathan Goodlet, et ux by a deed filed for record in Volume 3329 at Page 820 of the Deed Records of Denton County, Texas. Said tract of land being more particularly described by metes and bounds as follows:

Beginning at a 5/8" rebar with a cap marked "KHA" found on the monumented East right-of-way line of Good Hope Road, for the common West corner of the tract of land herein described and a called 100.00 acre tract of land conveyed to E. Mahard, Jr. by a deed filed for record at County Clerk's instrument Number 93-R0049966 of the Deed Records of Denton County, Texas;

Thence N 00°20'14" W, along the aforementioned monumented East right-of-way line, 388.18 feet to a 1/2" rebar in concrete found for a common corner of the tract of land herein described and a called 0.507 acre tract of land and conveyed to N. J. Goodlet, et ux by a deed filed for record in Volume 1230 at Page 351 of the Deed Records of Denton County, Texas;

Thence N 86°19'09" E, along the common boundary line of the tract of land herein described and the aforementioned 0.507 acre tract, 162.36 feet to a 1/2" rebar with a cap marked "RPLS 4967" set for a common corner;

Thence N 04°22'35" W, continuing along the aforementioned common boundary line, 138.28 feet to a 1/2" rebar in concrete found for a common corner;

Thence S 89°00'42" W, continuing along the aforementioned common boundary line, 151.50 feet to a 1/2" rebar in concrete found for a common corner on the monumented East right-of-way line of Good Hope Road;

Thence N 00°02'39" W, along the aforementioned East right-of-way line, 176.63 feet to a 1/2" rebar in concrete found for a common corner of the tract of land herein described and a called 1.00 acre tract of land conveyed to N. J. Goodlet, et ux by a deed filed for record at County Clerk's Instrument Number 94-R0089059 of the Deed Records of Denton County, Texas;

Thence N 89°24'44" E, along the common boundary line of the tract of land herein described and the aforementioned 1.00 acre tract, 362.48 feet to a 1/2" rebar in concrete found for a common corner;

Thence N 00°05'33" W, continuing along the aforementioned common boundary line, 120.14 feet to a 1/2" rebar in concrete found for their common North corner on the South boundary line of a called 56.319 acre tract of land conveyed to E. Mahard, Jr. by a deed filed for record at County Clerk's Instrument Number 2004-24459 of the Deed Records of Denton County, Texas;

Thence N 89°24'44" E, along the common boundary line of the tract of land herein described and the aforementioned 56.319 acre tract 1068.57 feet to a 5/8" rebar with a cap marked "KHA" found for a common corner;

Thence S 00°28'43" E, continuing along the aforementioned common boundary line, 818.81 feet to a ½" rebar in concrete found for a common corner on the North boundary line of the above-mentioned 100.00 acre tract;

Thence S 88°55'33" W, along the common boundary line of the tract of land herein described and the aforementioned 100.00 acre tract, 1435.44 feet to the Point of Beginning.

Said tract of land containing 1,116,766 square feet or 25.637 acres, more or less.

TRACT TWO

A tract of land situated within the J. Bates Survey, Abstract Number 1620, Denton County, Texas and being the same tract of land as conveyed to Nathan Goodlet, et ux by a deed filed for record in Volume 1230 at Page 351 of the Deed Records of Denton County, Texas. Said tract of land being more particularly described by metes and bounds as follows:

Beginning at a ½" rebar in concrete found, on the monumented East right-of-way line of Good Hope Road, for the Southwest corner of the tract of land herein described and a corner of a called 25.6476 acre tract of land as conveyed to N. Goodlet, et ux by a deed filed for record in Volume 3329 at Page 820 of the Deed Records of Denton County, Texas;

Thence N 86°19'09" E, along the common boundary line of the tract of land herein described and the aforementioned 25.6476 acre tract, 92.56 feet to a ½" rebar in concrete found for a corner;

Thence N 04°18'50" W, 13.05 feet to a 3/8" rebar found for a corner;

Thence N 86°13'43" E, 13.06 feet to a ½" rebar with a cap marked "RPLS 4967" set for a corner;

Thence S 05°12'35" E, 13.07 feet to a ½" rebar in concrete found for a corner on the North boundary line of the above-mentioned 25.6576 acre tract of land;

Thence N 86°19'09" E, along the aforementioned common boundary line, 56.54 feet to a ½" rebar in concrete found for a common corner;

Thence N 04°22'35" W, continuing along the aforementioned common boundary line, 138.28 feet to a ½" rebar in concrete found for a common corner;

Thence S 89°00'42" W, continuing along the aforementioned common boundary line, 151.50 feet to a ½" rebar in concrete found for a common corner on the above-mentioned East right-of-way line;

Thence S 00°00'14" E, along the aforementioned East right-of-way line, 145.68 feet to the Point of Beginning.

Said tract of land containing 22,087 square feet or 0.507 acres, more or less.

TRACT THREE

A tract of land situated within the J. Bates Survey, Abstract Number 1620, Denton County, Texas and being the same tract of land as conveyed to Nathan Goodlet, et ux by a deed filed for record at County Clerk's Instrument Number 94-R0089059 of the Deed Records of Denton County, Texas. Said tract of land being more particularly described by metes and bounds as follows:

Beginning at a ½" rebar in concrete found, on the monumented East right-of-way line of Good Hope Road, for the Southwest corner of the tract of land herein described and a corner of a called 25.6476 acre tract of land as conveyed to N. Goodlet, et ux by a deed filed for record in Volume 3329 at Page 820 of the Deed Records of Denton County, Texas;

Thence N 89°21'12" E, along the common boundary line of the tract of land herein described and the aforementioned 25.6476 acre tract of land, 362.48 feet to a ½" rebar in concrete found for a common corner;

Thence N 00°05'33" W, continuing along the aforementioned common boundary line, 120.14 feet to a ½" rebar in concrete found for their common North corner on the South boundary line of a called 56.319 acre tract of land conveyed to E. Mahard, Jr. by a deed filed for record at County Clerk's Instrument Number 2004-24456 of the Deed Records of Denton County, Texas;

Thence S 89°24'44" W, along the common boundary line of the tract of land herein described and the aforementioned 56.319 acre tract, 362.29 feet to a ½" rebar with a cap marked "RPLS 4967" set for their common West corner on the above-mentioned East right-of-way line;

Thence S 00°00'19" E, along the aforementioned East right-of-way line, 120.52 feet to the Point of Beginning.

Said tract of land containing 43,604 square feet or 1.001 acre, more or less.

TRACT FOUR

A tract of land situated within the J. Bates Survey, Abstract Number 1620, Denton County, Texas and being a portion of a tract of land conveyed to Laura Jackson by a deed filed for record in Volume 291 at Page 80 of the Deed Records of Denton County, Texas and also being more particularly described by metes and bounds as follows:

Commencing, for a tie, at a 1/2" rebar in concrete, found on the monumented East right-of-way line of Good Hope Road, for the Southwest corner of a tract of land conveyed to Nathan Goodlet, et ux by a deed filed for record in Volume 1230 at Page 351 of the Deed Records of Denton County, Texas from which a 1/2" rebar in concrete found for its Northwest corner bears N 00°00'14" W, 145.68 feet;

Thence N 86°19'09" E, 92.56 feet to a 1/2" rebar found in concrete found for the Southwest corner and Point of Beginning of the tract of land herein described, said corner also being an internal corner of the aforementioned Goodlet tract;

Thence N 04°18'50" W, along the common boundary line of the tract of land herein described and the aforementioned Goodlet tract, 13.05 feet to a 3/8" rebar found for a common corner;

Thence N 86°13'43" E, continuing along the aforementioned common boundary line, 13.06 feet to a 1/2" rebar with a cap marked "RPLS 4967" set for a common corner;

Thence S 05°12'35" E, continuing along the aforementioned common boundary line, 13.07 feet to a 1/2" rebar in concrete found for a common corner;

Thence S 86°19'09" W, 13.26 feet to the Point of Beginning.

Said tract of land containing 172 square feet or 0.004 acre, more or less.

EXHIBIT B**ARCHITECTURAL STANDARDS AND BUILDING MATERIALS**

1. **Type A Lots:** The architectural and building materials standards for Type A Lots are as follows:

A. Exterior Surfaces.

- i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred percent (100%) masonry. Cementitious fiber board is considered masonry, but may only constitute fifty percent (50%) of the area for stories other than the first story. However, cementitious fiber board may not be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Director of Development Services.
- ii. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.
- iii. **Address Plaque.** A cast stone address plaque is required for each Type A Lot. The style of the cast stone address plaque shall be uniform throughout each section of development.
- iv. **Chimneys.** On Type A Lots, all exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be 100% brick or stone.
- v. **Stucco.** Stucco on structures on Type A Lots shall be traditional 3-coat process cement plaster stucco.
- vi. **EIFS.** EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type A Lots.

B. Windows. All window framing on structures on Type A Lots shall be bronzed, cream, sand or white anodized aluminum, vinyl or wood.

- i. Window shutters may be used on structures on Type A Lots. Window shutters shall be painted, stained wood, or fiberglass.
- ii. No reflective window coverings or treatments shall be permitted.

C. Roofing.

- i. Structures constructed on the Type A Lots shall have a composition, slate, clay tile or cement/concrete tile roof.
- ii. The color of the composition roof must appear to be weathered wood shingles, black or slate, unless such other color is approved by the Director of Development Services.
- iii. Composition roof shingles must be laminated and have a minimum warranty of 30 years.
- iv. The main roof pitch of any structure shall have a minimum slope of 8" in 12". Clay tile and cement/concrete tile roofs shall have a minimum slope of 3" in 12". Pitch ends shall be 100% guttered.

D. Garage Doors. Garage doors shall be constructed of either metal or wood.

E. Accessory Structures. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.

2. Type B Lots: The architectural and building materials standards for Type B Lots are as follows:

A. Exterior Surfaces.

- i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred percent (100%) masonry. Cementitious fiber board is considered masonry, but may only constitute fifty percent (50%) of the area for stories other than the first story. However, cementitious fiber board may not be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Director of Development Services.
- ii. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.
- iii. **Address Plaque.** A cast stone address plaque is required for each Type B Lot. The style of the cast stone address plaque shall be uniform throughout each section of development.
- iv. **Chimneys.** On Type B Lots, all exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be 100% brick or stone.
- v. **Stucco.** Stucco on structures on Type B Lots shall be traditional 3-coat process cement plaster stucco.

vi. **EIFS.** EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type B Lots.

B. Windows. All window framing on structures on Type B Lots shall be bronzed, cream, sand or white anodized aluminum, vinyl or wood.

i. Window shutters may be used on structures on Type B Lots. Window shutters shall be painted, stained wood, or fiberglass.

ii. No reflective window coverings or treatments shall be permitted.

C. Roofing.

i. Structures constructed on the Type B Lots shall have a composition, slate, clay tile or cement/concrete tile roof.

ii. The color of the composition roof must appear to be weathered wood shingles, black or slate, unless such other color is approved by the Director of Development Services.

iii. Composition roof shingles must be laminated and have a minimum warranty of 30 years.

iv. The main roof pitch of any structure shall have a minimum slope of 8" in 12". Clay tile and cement/concrete tile roofs shall have a minimum slope of 3" in 12". Pitch ends shall be 100% guttered.

D. Garage Doors. Garage doors shall be constructed of either metal or wood.

E. Accessory Structures. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.

3. Type C Lots: The architectural and building materials standards for Type C Lots are as follows:

A. Exterior Surfaces.

i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred percent (100%) masonry. Cementitious fiber board is considered masonry, but may only constitute fifty percent (50%) of the area for stories other than the first story. However, cementitious fiber board may not be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Director of Development Services.

ii. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.

- iii. **Address Plaque.** A cast stone address plaque is required for each Type C Lot. The style of the cast stone address plaque shall be uniform throughout each section of development.
- iv. **Chimneys.** On Type C Lots, all exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be 100% brick or stone.
- v. **Stucco.** Stucco on structures on Type C Lots shall be traditional 3-coat process cement plaster stucco.
- vi. **EIFS.** EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type C Lots.

B. Windows. All window framing on structures on Type C Lots shall be bronzed, cream, sand or white anodized aluminum, vinyl or wood.

- i. Window shutters may be used on structures on Type C Lots. Window shutters shall be painted, stained wood, or fiberglass.
- ii. No reflective window coverings or treatments shall be permitted.

C. Roofing.

- i. Structures constructed on the Type C Lots shall have a composition, slate, clay tile, metal or cement/concrete tile roof.
- ii. The color of the composition roof must appear to be weathered wood shingles, black or slate, unless such other color is approved by the Director of Development Services.
- iii. Composition roof shingles must be laminated and have a minimum warranty of 30 years.
- iv. The main roof pitch of any structure shall have a minimum slope of 8" in 12". Clay tile and cement/concrete tile roofs shall have a minimum slope of 3" in 12". Pitch ends shall be 100% guttered.

D. Garage Doors. Garage doors shall be constructed of either metal or wood.

E. Accessory Structures. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.

4. Type D Lots: The architectural and building materials standards for Type D Lots are as follows:

A. Exterior Surfaces.

- i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred percent (100%) masonry. Cementitious fiber board is considered masonry, but may only

constitute fifty percent (50%) of the area for stories other than the first story. However, cementitious fiber board may not be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Director of Development Services.

- ii. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.
- iii. **Address Plaque.** A cast stone address plaque is required for each Type D Lot. The style of the cast stone address plaque shall be uniform throughout each section of development.
- iv. **Chimneys.** On Type D Lots, all exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be 100% brick or stone.
- v. **Stucco.** Stucco on structures on Type D Lots shall be traditional 3-coat process cement plaster stucco.
- vi. **EIFS.** EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type D Lots.

B. Windows. All window framing on structures on Type D Lots shall be bronzed, cream, sand or white anodized aluminum, vinyl or wood.

- i. Window shutters may be used on structures on Type D Lots. Window shutters shall be painted, stained wood, or fiberglass.
- ii. No reflective window coverings or treatments shall be permitted.

C. Roofing.

- i. Structures constructed on the Type D Lots shall have a composition, slate, clay tile, metal or cement/concrete tile roof.
- ii. The color of the composition roof must appear to be weathered wood shingles, black or slate, unless such other color is approved by the Director of Development Services.
- iii. Composition roof shingles must be laminated and have a minimum warranty of 30 years.
- iv. The main roof pitch of any structure shall have a minimum slope of 8" in 12". Clay tile and cement/concrete tile roofs shall have a minimum slope of 3" in 12". Pitch ends shall be 100% guttered.

D. Garage Doors. Garage doors shall be constructed of either metal or wood.

- E. **Accessory Structures.** Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.
5. **Type E Lots:** The architectural and building materials standards for Type E Lots are as follows:
- A. **Exterior Surfaces.**
- i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred percent (100%) masonry. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Director of Development Services.
 - ii. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.
 - iii. **Address Plaque.** A cast stone address plaque is required for each Type E Lot. The style of the cast stone address plaque shall be uniform throughout each section of development.
 - iv. **Chimneys.** On Type E Lots, all exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be 100% brick or stone.
 - v. **Stucco.** Stucco on structures on Type E Lots shall be traditional 3-coat process cement plaster stucco.
 - vi. **EIFS.** EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type E Lots.
- B. **Windows.** All window framing on structures on Type E Lots shall be bronzed, cream, sand or white anodized aluminum, vinyl or wood.
- i. Window shutters may be used on structures on Type E Lots. Window shutters shall be painted, stained wood, or fiberglass.
 - ii. No reflective window coverings or treatments shall be permitted.
- C. **Roofing.**
- i. Structures constructed on the Type E Lots shall have a composition, slate, or tile roof.
 - ii. The color of the composition roof must appear to be weathered wood shingles, black or slate, unless such other color is approved by the Director of Development Services.

- iii. Composition roof shingles must be laminated and have a minimum warranty of 30 years.
- iv. The main roof pitch of any structure shall have a minimum slope of 8" in 12". Clay tile roofs shall have a minimum slope of 3" in 12". Pitch ends shall be 100% guttered.
- v. A minimum of twenty-five percent (25%) of Type E Lots shall have a main roof pitch greater than 8:12.

D. Garages.

- i. Homes with two (2) single car width garage doors facing the street shall have such garage doors separated by a masonry column of no less than twelve inches (12") in width.
- ii. A minimum of fifty percent (50%) shall have two (2) single garage doors split by a masonry column.
- iii. Garage doors shall be constructed of wood, or a material that gives the appearance of a real wood door. Materials may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.) or other material, including fiberglass or steel, that when stained or painted gives the appearance of a real wood door.
- iv. Two of the following garage door upgrades shall be incorporated:
 - (a) Carriage style door designs giving the appearance of a classic swing-open design with the flexibility of an overhead door operation
 - (b) Doors incorporating decorative hardware.
 - (c) Doors with windows.

E. Accessory Structures. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.

6. Type F Lots: The architectural and building materials standards for Type F Lots are as follows:

A. Exterior Surfaces.

- i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred percent (100%) masonry. Cementitious fiber board is considered masonry, but may only constitute fifty percent (50%) of the area for stories other than the first story. However, cementitious fiber board may not be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage

door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Director of Development Services.

- ii. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.
- iii. **Address Plaque**. A cast stone address plaque is required for each Type F Lot. The style of the cast stone address plaque shall be uniform throughout each section of development.
- iv. **Chimneys**. On Type F Lots, all exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be 100% brick or stone.
- v. **Stucco**. Stucco on structures on Type F Lots shall be traditional 3-coat process cement plaster stucco.
- vi. **EIFS**. EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type F Lots.

B. Windows. All window framing on structures on Type F Lots shall be bronzed, cream, sand or white anodized aluminum, vinyl or wood.

- i. Window shutters may be used on structures on Type F Lots. Window shutters shall be painted, stained wood, or fiberglass.
- ii. No reflective window coverings or treatments shall be permitted.

C. Roofing.

- i. Structures constructed on the Type F Lots shall have a composition, slate, clay tile, metal or cement/concrete tile roof.
- ii. The color of the composition roof must appear to be weathered wood shingles, black or slate, unless such other color is approved by the Director of Development Services.
- iii. Composition roof shingles must be laminated and have a minimum warranty of 30 years.
- iv. The main roof pitch of any structure shall have a minimum slope of 8" in 12". Clay tile and cement/concrete tile roofs shall have a minimum slope of 3" in 12". Pitch ends shall be 100% guttered.

D. Garage Doors. Garage doors shall be constructed of either metal or wood.

E. Accessory Structures. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.

7. **Exterior Façade Building Materials for Multifamily Uses.** All buildings within a multifamily development shall have an exterior finish of stone, stucco, brick, tile, concrete, glass or similar materials or any combination thereof. The use of cementitious fiber board as a primary exterior building material shall be limited to a maximum of fifteen percent (15%) of the total exterior wall surfaces. All exterior finishes of buildings within a multifamily development shall have a minimum of ten percent (10%) stone accents.

8. **Exterior Façade Building Materials for Townhome Uses.** All buildings within a townhouse development shall have an exterior finish of stone, stucco, brick, tile, concrete, glass or similar materials or any combination thereof. The use of cementitious fiber board as a primary exterior building material shall be limited to a maximum of fifteen percent of the total exterior wall surfaces. All exterior finishes of buildings within a townhouse development shall have a minimum of ten percent (10%) stone accents.

9. **Exterior Façade Building Materials for Non-Residential Uses.** All main buildings shall have an exterior finish of stone, stucco, brick, tile, concrete, glass or similar materials or any combination thereof. Cementitious fiber board may only be used as an accent material subject to 10% of a façade.

NOTE: For purposes of this Agreement, “masonry” shall mean stone, stucco, brick, tile, concrete, glass or similar materials of any similar material approved by the Town’s Director of Development Services.

EXHIBIT C
(Depiction and Legal Description of Parvin Road Right-of-Way to be Conveyed)

EXHIBIT "C"

Item 11.

BEING a tract of land situated in the A. Roberts Survey, Abstract No. 1115, and the B. Rue Survey, Abstract No. 1113, Town of Prosper, Denton County, Texas, the subject tract being a portion of a tract conveyed to VP Windsong Operations LLC, according to the deed recorded in Document No. 2018-142926 of the Official Public Records, Denton County, Texas (OPRDCT), with the subject tract being more particularly described as follows:

BEGINNING at a point on the east line of a tract conveyed to Jo Lynn Carey Ninemire, et al, by deed recorded in Document No. 2014-16824 OPRDCT, for the southwest corner of a tract conveyed to Smiley Road, Ltd., by deed recorded in Document No. 2017-120458 OPRDCT, and from which a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for the northwest corner thereof bears N 00°15'22" W, 550.80 feet;

THENCE along the south line of said Smiley Road tract, around a curve to the right having a central angle of 17°36'46", a radius of 75.00 feet, a chord of N 55°48'57" E - 22.96 feet, an arc length of 23.06 feet to a point for corner;

THENCE continuing along the south line of said Smiley Road tract, around a compound curve to the right having a central angle of 16°25'31", a radius of 425.00 feet, a chord of N 72°50'06" E - 121.42 feet, an arc length of 121.84 feet to a point for corner;

THENCE S 89°39'30" E, 359.53 feet departing said south line to a point for corner;

THENCE around a tangent curve to the right having a central angle of 13°00'22", a radius of 890.00 feet, a chord of N 83°50'19" E - 201.59 feet, an arc length of 202.03 feet to a point on the south line of said Smiley Road tract;


THENCE N 88°21'35" E, 74.29 feet along the south line thereof to a point for corner;

THENCE continuing along the south line thereof, around a tangent curve to the left having a central angle of 39°16'48", a radius of 300.00 feet, a chord of N 68°43'11" E - 201.67 feet, an arc length of 205.67 feet;

THENCE N 49°04'47" E, 295.07 feet continuing along the south line thereof to a point for corner;

THENCE N 52°28'44" E, 206.48 feet departing said line, through said VP Windsong Operations tract, to a point on the south line of said Smiley Road tract;

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				R.O.W. EXHIBIT	
				PARVIN ROAD	
				TOWN OF PROSPER	
				DENTON COUNTY, TEXAS	
Drawn:	Checked:	Date	Job No.		
ED	DKB	12/18/19	19-164		

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EXHIBIT "C"

Item 11.

THENCE continuing along the south line thereof, around a non-tangent curve to the right having a central angle of 12°22'10", a radius of 1000.00 feet, a chord of N 64°14'20" E - 215.47 feet, an arc length of 215.89 feet to a point for the most easterly corner of said Smiley Road tract, and being the southwest corner of a tract conveyed to Salvador Buentello by deed recorded in Volume 2633, Page 648, Deed Records, Denton County, Texas;

THENCE along the south line thereof, the following:

N 70°25'25" E, 81.55 feet to a point for corner;

N 74°05'38" E, 206.69 feet to a point for corner;

N 77°42'53" E, 111.46 feet to a 3/8" iron rod found for corner;

N 03°03'58" E, 18.13 feet to a 5/8" iron rod with plastic cap found for corner;

And N 89°11'27" E, passing the southeast corner of said Buentello tract and the southwest corner of a tract conveyed to Donna Jackson, recorded in Document No. 2004-86324 OPRDCT, and continuing along the south line thereof a total distance of 499.74 feet to a PK nail found;

THENCE departing said line, through said VP Windsong Operations tract, the following:

S 00°48'33" E, 47.14 feet;

S 85°28'05" W, 462.77 feet;

A tangent curve to the left having a central angle of 32°59'21", a radius of 890.00 feet, a chord of S 68°58'24" W - 505.39 feet, an arc length of 512.44 feet;


S 52°28'44" W, 473.73 feet;

A tangent curve to the right having a central angle of 37°51'46", a radius of 1010.00 feet, a chord of S 71°24'37" W - 655.36 feet, an arc length of 667.44 feet;

And N 89°39'30" W, 493.51 feet to the east line of said Ninemire tract;

THENCE N 00°15'22" W, 70.46 feet along the east line thereof to the POINT OF BEGINNING with the subject tract containing 245,800 square feet or 5.643 acres of land.

PAGE 2 OF 4



765 Custer Road, Suite 100 • Plano, TX 75075 • (972) 422-0077
 TBPE No. F-2121 • TBPLS No. F-10043100

Drawn:	Checked:	Date	Job No.
ED	DKB	12/18/19	19-164

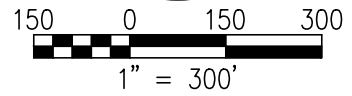
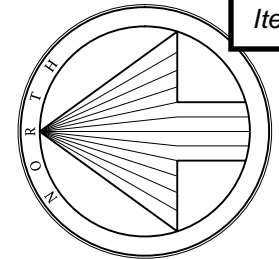
R.O.W. EXHIBIT
 PARVIN ROAD
 TOWN OF PROSPER
 DENTON COUNTY, TEXAS

Page 246

J. MCKIM
SURVEY
ABSTRACT
NO. 889

SMILEY ROAD

A. ROBERTS SURVEY
ABSTRACT NO. 1115



Basis of bearing: State Plane
Coordinate System, North Texas
Central Zone 4202, North
American Datum of 1983.
Adjustment Realization 2011.

Salvador Buentello
Vol. 2633, Pg. 648 DRDCT

Donna Jackson
Doc. No. 2004-86324
OPRDCT

Smiley Road, Ltd.
Doc. No. 2006-15660 OPRDCT

Brice Jackson, et al
Vol. 4910, Pg. 2975 DRDCT

Smiley Road, Ltd.
Doc. No. 2017-120458
OPRDCT

B. RUE SURVEY
ABSTRACT NO. 1113

VP Windsong Operations LLC
Doc. No. 2018-142926 OPRDCT

R.O.W. Exhibit
5.643 Ac.
(245,800 S.F.)

PARVIN ROAD

GOOD HOPE ROAD

Jo Lynn Carey Ninemire, et al
Doc. No. 2014-16824 OPRDCT

1/2" CIRF
"SPIARSENG"
(CM)

R.O.W. EXHIBIT C

PARVIN ROAD

TOWN OF PROSPER

DENTON COUNTY, TEXAS

P.O.B.

N 00°15'22" W
550.80'




Drawn:	Checked:	Scale	Date	Job No.
ED	DKB	1" = 300'	12/18/19	19-164

Line Table		
Line #	Bearing	Distance
L1	S 89°39'30" E	359.53'
L2	N 88°21'35" E	74.29'
L3	N 49°04'47" E	295.07'
L4	N 52°28'44" E	206.48'
L5	N 70°25'25" E	81.55'
L6	N 74°05'38" E	206.69'
L7	N 77°42'53" E	111.46'
L8	N 03°03'58" E	18.13'
L9	N 89°11'27" E	499.74'
L10	S 00°48'33" E	47.14'
L11	S 85°28'05" W	462.77'
L12	S 52°28'44" W	473.73'
L13	N 89°39'30" W	493.51'
L14	N 00°15'22" W	70.46'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Dist.
C1	23.06'	75.00'	17°36'46"	N 55°48'57" E	22.96'
C2	121.84'	425.00'	16°25'31"	N 72°50'06" E	121.42'
C3	202.03'	890.00'	13°00'22"	N 83°50'19" E	201.59'
C4	205.67'	300.00'	39°16'48"	N 68°43'11" E	201.67'
C5	215.89'	1000.00'	12°22'10"	N 64°14'20" E	215.47'
C6	512.44'	890.00'	32°59'21"	S 68°58'24" W	505.39'
C7	667.44'	1010.00'	37°51'46"	S 71°24'37" W	655.36'

PAGE 4 OF 4



765 Custer Road, Suite 100 • Plano, TX 75075 • (972) 422-0077
 TBPE No. F-2121 • TBPLS No. F-10043100

Drawn:	Checked:	Scale	Date	Job No.
ED	DKB	#####	12/18/19	19-164

R.O.W. EXHIBIT
PARVIN ROAD
TOWN OF PROSPER
DENTON COUNTY, TEXAS

Page 248

PLANNING



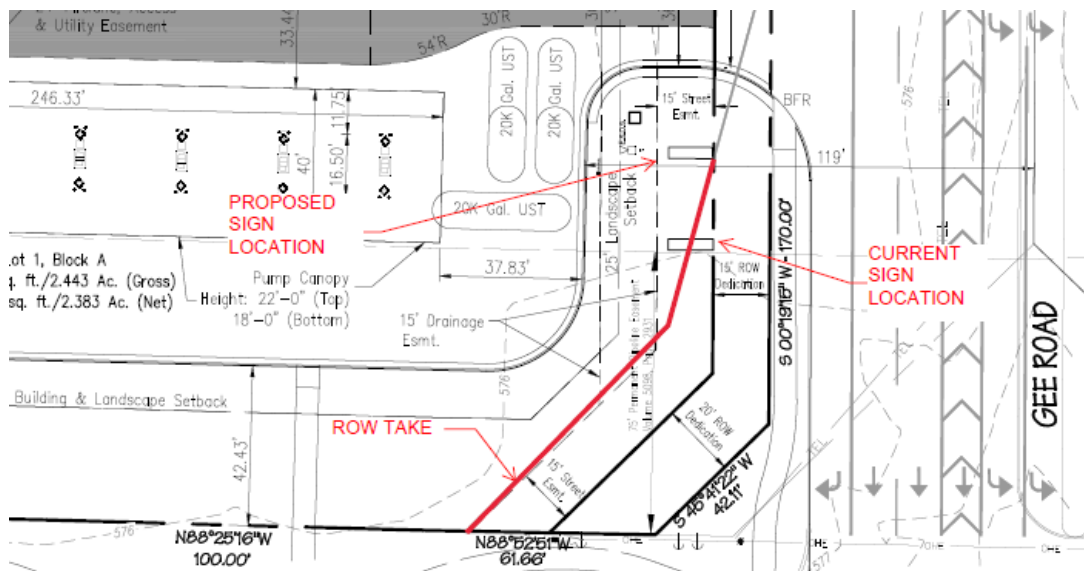
To: Mayor and Town Council
From: Alex Glushko, AICP, Planning Manager
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – January 14, 2020

Agenda Item:

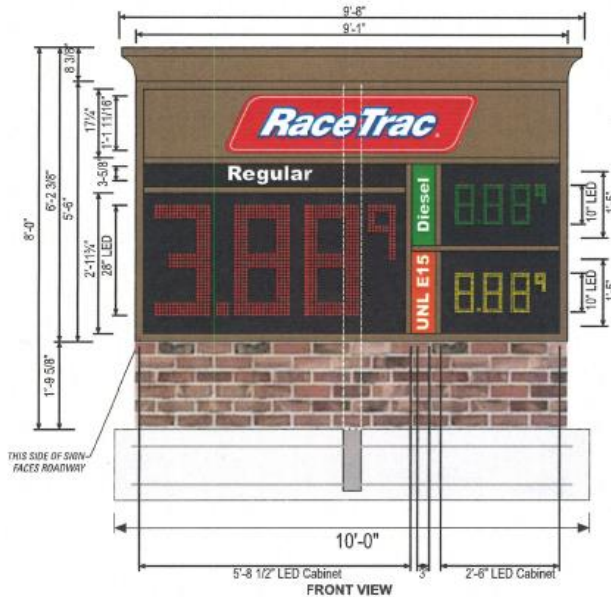
Conduct a Public Hearing, and consider and act upon a request for a Sign Waiver to allow for a reduced setback for a monument sign at RaceTrac in Westfork Crossing, located on the northwest corner of US 380 and Gee Road.

Description of Agenda Item:

RaceTrac is requesting a reduction to the monument sign setback in order to allow for relocation of their existing monument sign. The purpose of the sign relocation is the result of recent TxDOT right-of-way acquisition associated with plans for an overpass at Gee Road. The recent right-of-way acquisition has caused the existing monument sign to be located over the property line. The applicant is proposing to relocate the sign approximately 20 feet north, outside the right-of-way and existing easements, as shown below.



The existing monument sign was permitted in November 2017 in accordance the Sign Ordinance, which requires a minimum 15-foot setback from the property line. The applicant is requesting a 1-foot setback from the property line. The Sign Ordinance currently allows a 1-foot setback for signs along US 380 in the Irving waterline easement, but not in the proposed location along Gee Road. The monument sign will remain identical with regard to size, material, location, content, and design, as shown below.



The applicant has provided a letter detailing the request, which is attached for reference. Staff recommends approval of the request as submitted.

Legal Obligations and Review:

Notification was provided to neighboring property owners as required by the Sign Ordinance. Staff has not received any Public Hearing Notice Reply Forms.

Attached Documents:

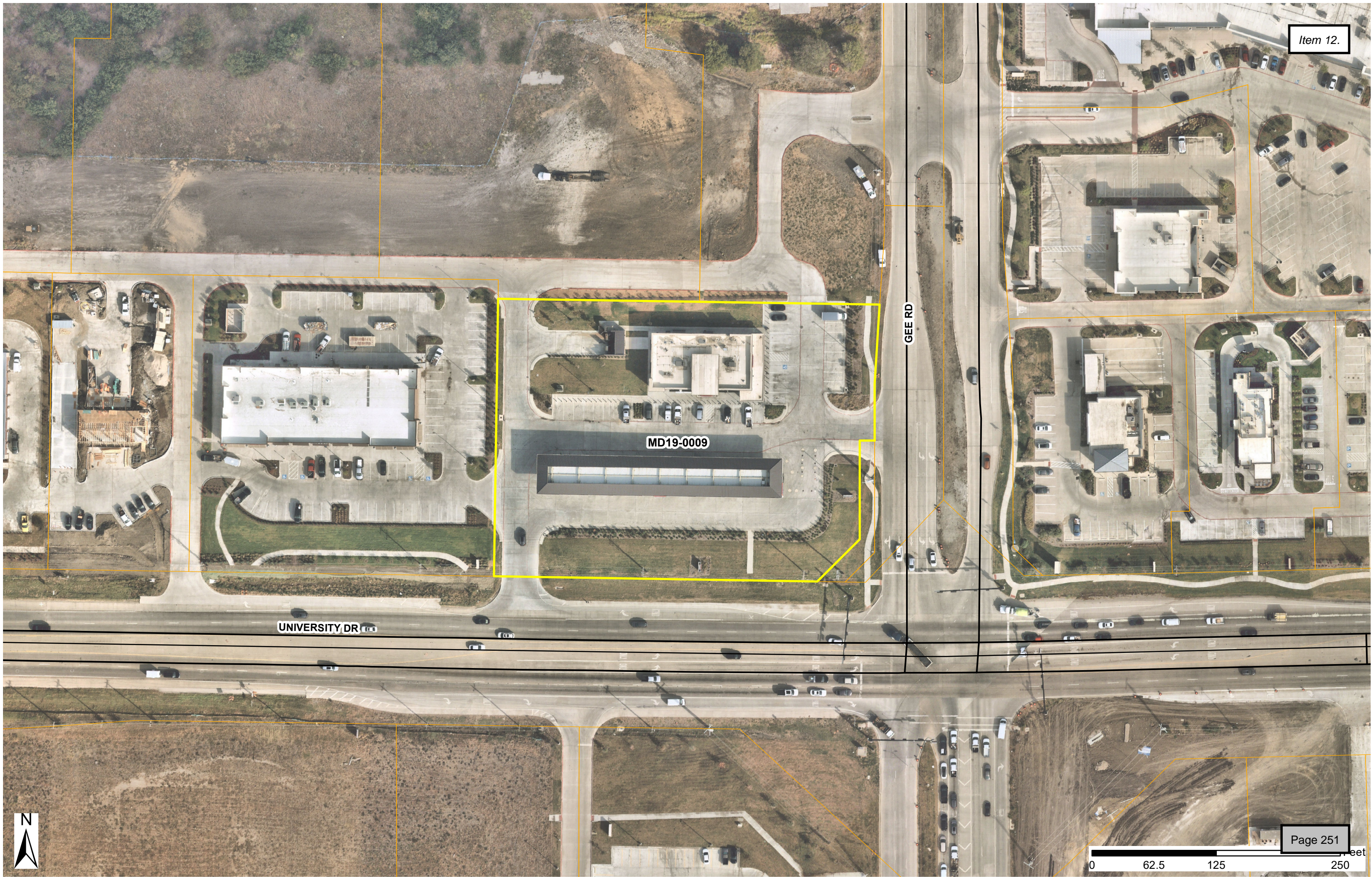
- 1. Location map
- 2. Site Plan and Sign Drawing
- 3. Request letter

Town Staff Recommendation:

Staff recommends the Town Council approve the request for a Sign Waiver to allow for a reduced setback for a monument sign at RaceTrac in Westfork Crossing, located on the northwest corner of US 380 and Gee Road.

Proposed Motion:

I move to approve the request for a Sign Waiver to allow for a reduced setback for a monument sign at RaceTrac in Westfork Crossing, located on the northwest corner of US 380 and Gee Road.



MD19-0009

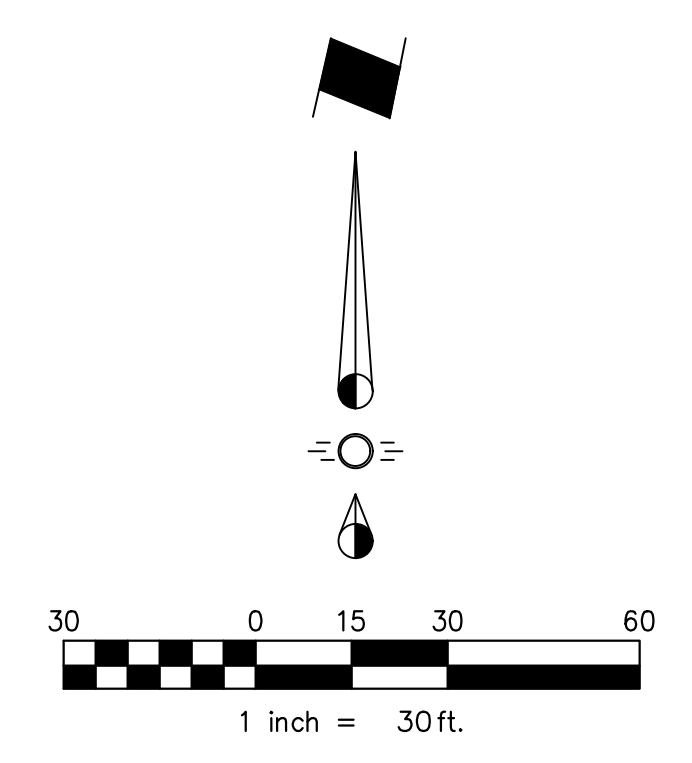
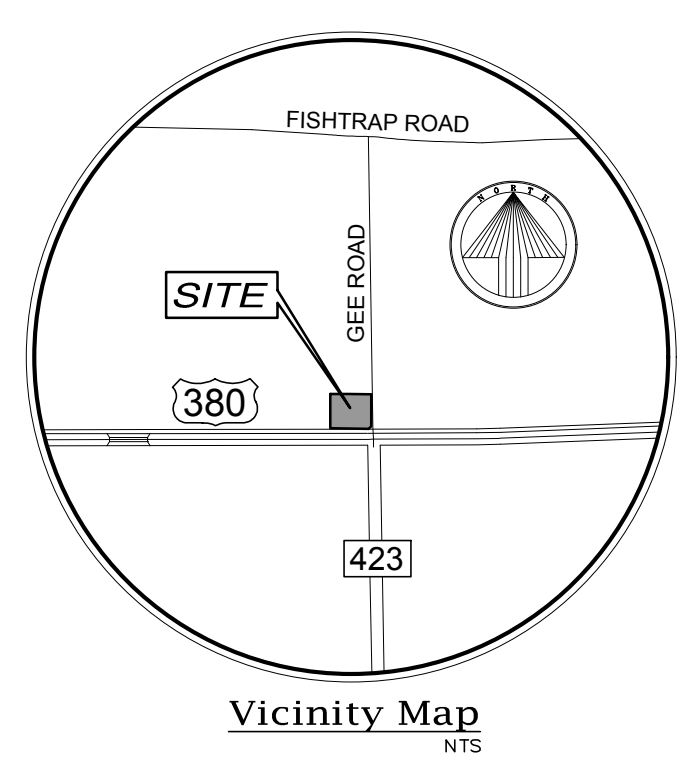
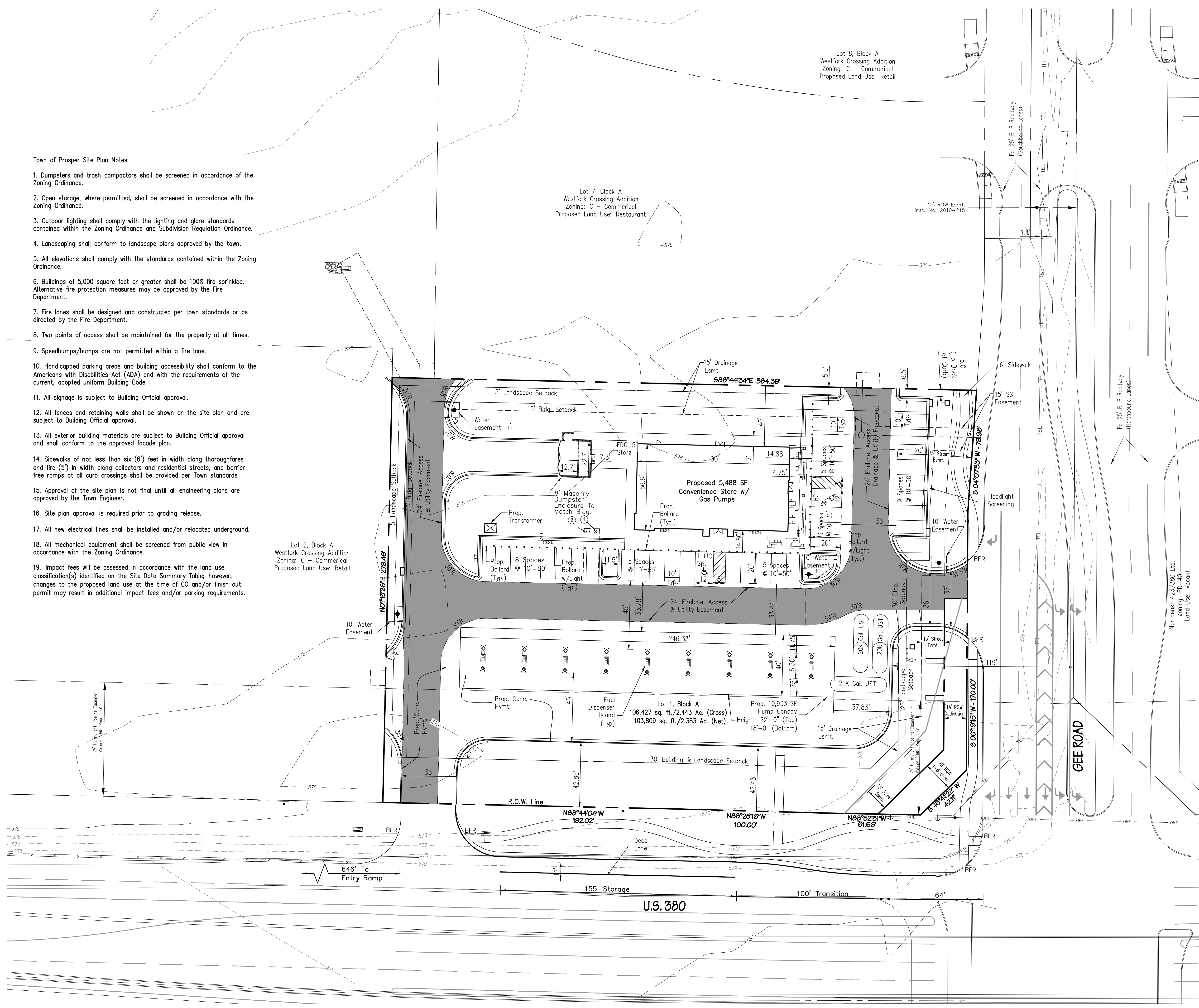
UNIVERSITY DR

GEE RD



Town of Prosper Site Plan Notes:

- Dumpsters and trash compactors shall be screened in accordance of 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 Regulation 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.
- Speedbumps/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 and shall conform to the approved facade plan.
- Sidewalks of not less than six (6') feet in width along thoroughfares and fire (5') in width along collectors and 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 Town Engineer.
- 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.
- 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.



Site Data Summary Table	
General Site Data	
Zoning	C-Commercial
Proposed Use	Conv. Store w/ Gas Pumps
Lot 1 Area	103,809 Sq. Ft./2.383 Ac. (Net)
Conv. Store Area (Square Feet)	5,488
Conv. Store Height (Feet)	27'
Pump Canopy Building Area (Square Feet)	10,933
Pump Canopy Height (Top)	22'
Pump Canopy Height (Bottom/Clearance)	18'
Lot Coverage (Percent)	15.8
Floor Area Ratio	0.158:1
Total Required Parking	
5,488 Sq. Ft. Conv. Store (1 Sp. Per 250 Sq. Ft.) =	22 Spaces
Total Provided Parking (Number Of Spaces)	37 Sp. (Incl. HC)
Required Handicap Parking (Number Of Spaces)	2 (Incl. 1 Van)
Provided Handicap Parking (Number Of Spaces)	2 (Incl. 1 Van)
Interior Landscape Required (Square Feet)	555
Interior Landscape Provided (Square Feet)	1,330
Impervious Area (Square Feet)	75,595
Open Space Required (Square Feet)	7,450
Open Space Provided (Square Feet)	15,562

- Notes:
- No floodplain exists on this site.
 - All fire hydrants to have 5", 30" downward turn Storz connection.
 - No open storage on site.
 - All dimensions are to the Face of Curb or Face of Building unless otherwise noted.

Water Meter & Sewer Schedule					
I.D.	Type	Size	No.	Sewer	Remarks
①	Domestic	1 1/2"	1	6"	Proposed
②	Irrigation	1"	1	N/A	Proposed

- LEGEND**
- Firelane, Access, & Utility Easement
 - UST
 - BFR
 - E.S.O.S.
 - Existing Overhead Electric
 - Existing Utility Pole
 - Existing Guy Wire

SHEET 1 OF 1
FINAL SITE PLAN
OF
WESTFORK CROSSING ADDITION
BLOCK A, LOT 1
2.443 Ac. (Gross)/ 2.383 Ac. (Net)
situated in the
M.E.P. RAILROAD SURVEY ~ ABSTRACT 1476
TOWN OF PROSPER, DENTON COUNTY, TEXAS

Owner/Applicant
RaceTrac Petroleum, Inc.
3225 Cumberland Blvd.
Atlanta, GA 30339
Telephone (770) 431-7600
Contact: Drew Cunningham

Engineer/Surveyor
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, Texas 75075
Telephone (972) 422-0077
TBPE No. F-2121
Contact: Kevin Wier

Scale 1"=30' April 2016
SEI No. 14-137

50 SqFt Price Sign - 28" & 10" LED - N

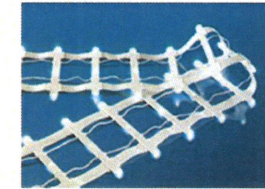
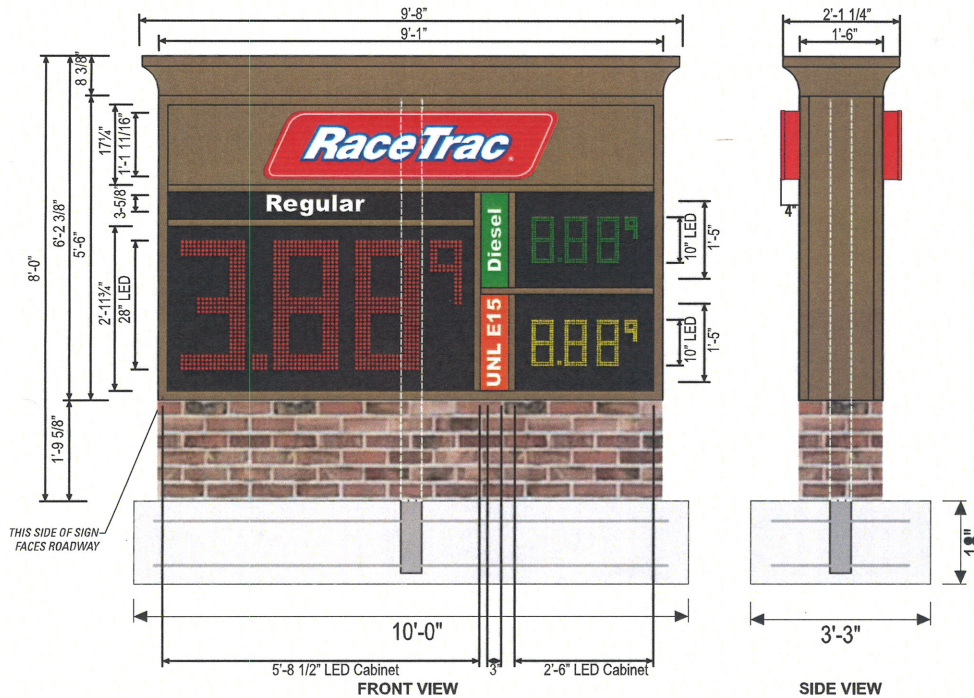
*All sign components to be UL listed. All wiring to conform to UL specifications. Installation to be per NEC requirements. All signs to bear UL labels.

STAMPED, SEALED ENGINEERING REQUIRED

FOUNDATION INFORMATION PROVIDED BY RACETRAC. MANUFACTURER RESPONSIBLE FOR HAVING A LICENSED ENGINEER VALIDATE FOUNDATION DESIGN PRIOR TO INSTALL

DOUBLE FACED

QUANTITY 1



Sloan Sign Box II LED Interior Illumination

Specifications:

Sign Faces:

- Logo panel: Aluminum panel painted Bronze C3 with parallelogram mounted to the surface. Parallelogram to be channel letter-type construction with .177" thick Polycarbonate face panels with 2nd surface applied translucent vinyl graphics. Parallelogram copy to be digital print provided by Miratec Systems with red background stripes and white border with blue area of logo graphic also printed. Cabinet and trim cap to be painted Red C1.
- Regular Unleaded Product Panel: Solar Grade Polycarbonate; Background to be 1st surface applied opaque vinyl Black C6; "Regular" to be show-through white.
- Diesel Product Panel: Solar Grade Polycarbonate; Background to be 1st surface applied translucent vinyl Green C7; "Diesel" to be show-through white.
- UNL E15 Product Panel: Solar Grade Polycarbonate; background to be 1st surface applied translucent vinyl Orange C9; "UNL E15" to be show-through white.

Interior Illumination: Sloan Sign Box II LED Interior Illumination powered by low voltage power supplies. This is behind fuel grade panels, only.

Sign Frame: 2" x 2" x .25" steel tube with .063 aluminum cladding painted Bronze C3.

Extruded aluminum 1-1/2" wide Divider Bars installed to retain sign panels. Face dividers and retainer to be painted painted Bronze C3.

Sign Support: Internal steel pipe support to be welded to steel saddle bracket at top and bottom of sign frame.

External steel sign support to meet building and local sign codes. Size of steel and footing as required per site requirements.

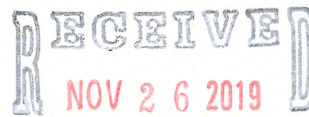
Preliminary calculations for RaceTrac monument under IBC 2009, 90 mph wind speed:

Spread Footing / Pad:

-10'-0"W x 3'-3"L x 1'-6" Deep with #3 rebar at 18" spacing placed each way, top and bottom (with 3" concrete cover minimum).

Support Steel:

-4" dia. x 0.237" standard pipe (ASTM A53 35 ksi steel)



BY:

Store No. 215
NWC Gee Rd & US 380
Prosper, TX 75078





November 26th, 2019

Town of Prosper
City Council
250 W. First Street
Prosper, TX 75078



BY:

To whom it may concern,

RaceTrac Petroleum, Inc. (RaceTrac) owns and operates an existing convenience store with fuel sales located at 4870 W University Dr, Prosper, TX 7507.

Due to a Texas Department of Transportation (TxDOT) right-of-way (ROW) take that occurred along the side road of the store (Gee Road), one of the site’s existing monument price signs have become compromised and is required to be relocated.

RaceTrac would like to request an 14’ sign setback waiver to bring the new required monument sign setback to 1’.

In accordance with the Town of Prosper’s Sign Relief Procedure, the following points of justification are provided:

1. *The requirement for which the Waiver is requested imposes an undue hardship on the applicant*

Requiring the monument sign be setback 15’ from the new property line would result in a visibility hardship on the site.

The intent of the ordinance is to impose a 15’ setback on monument signs in order to limit how close a sign can be to the roadway – as to not distract or confuse drivers. Since TxDOT has completed a 15’ ROW take, the resulting property line is already setback from the existing roadway by at least 15’. Enforcing an additional 15’ sign setback would result in an effective setback of at least 30’ from the roadway.

Having to place a monument sign 30’ from the roadway is an undue hardship unique to this situation and property.

RaceTrac is asking for a waiver to take the sign setback to 1’. This would allow the monument sign to be placed 1’ from the post-take property line – which would result in an effective setback of at least 15’ from the roadway – as is the intent of the ordinance.

This is the same line of reasoning for the recently adopted City of Irving water line easement memorandum. A restricted area causes the effective setback of monument signs to be greater than it is intended to be. The solution that was adopted was to allow monument signs to be located 1' off the property line – the same solution being requested in this application.

2. *The proposed sign shall be of a unique design or configuration*

The proposed monument sign is an existing sign that is to be relocated. The monument sign is unique in that the price of gas is required to be displayed to consumers.

3. *The waiver is needed due to a hardship caused by restricted area, shape, topography, or physical features that are unique to the property or structure on which the proposed sign would be placed, and such hardship is not self-imposed.*

The hardship is a direct result of TxDOT taking 15' of ROW along Gee Road. This restricted area is unique to this property as the ROW take does not extend past the limits of this property.

4. *The waiver will substantially improve the convenience and welfare of the public and does not violate the intent of this Ordinance*

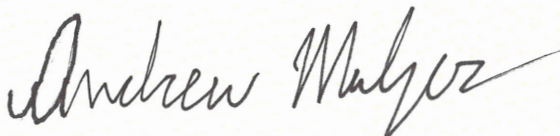
Requiring that the sign be setback 15' from the new property line will result in an effective setback of at least 30'. This will impact drivers as they attempt to identify and read the information posted on the sign while traveling down the roadway. Granting this waiver will allow the effective setback to be returned to 15' (as is the intent of this ordinance) and allow the public to more safely and efficiently read the information posted on the sign.

5. *The requirement or standard will not adversely impact an adjacent property owner*

There are no adjacent property owners that will be impacted by allowing the sign to achieve an effective setback of 15' from the existing roadway.

Please do not hesitate to contact me if you have any questions.

Thanks,



Andrew Malzer
Engineering Project Manager

RECEIVED
NOV 26 2019

BY:

**TOWN
SECRETARY/PIO**



To: Mayor and Town Council

From: Robyn Battle, Town Secretary/PIO

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 14, 2020

Agenda Item:

Discussion on proposed Bond Election.

Description of Agenda Item:

At the December 10, 2020, Town Council meeting, the Council began discussions on a possible bond election. The last bond election was held in May 2011. State law requires that bond elections must be held on Uniform Elections Dates in either May or November. Using the May 2011 timeline as a model, Town staff has prepared proposed timelines if an election were to be held in May 2020, November 2020, or May 2021. Each timeline assumes the Council will appoint a Bond Committee to meet over the course of a six-month period to study potential projects and make a recommendation to Council. The timeline also ensures the date for calling the election meets the requirements of the Election Code.

Town staff has prepared a map of future Prosper ISD school sites that are proposed over the next several years to show where infrastructure associated with school development would need to occur. Also included is a summary of the Town's Capital Improvement Program (CIP).

Legal Obligations and Review:

Dan Culver of McCall Parkhurst & Horton, the Town's bond counsel, was consulted in the development of the election timeline.

Attached Documents:

1. Bond Election Timelines
2. Proposed Timeline for PISD
3. CIP Summary

Town Staff Recommendation:

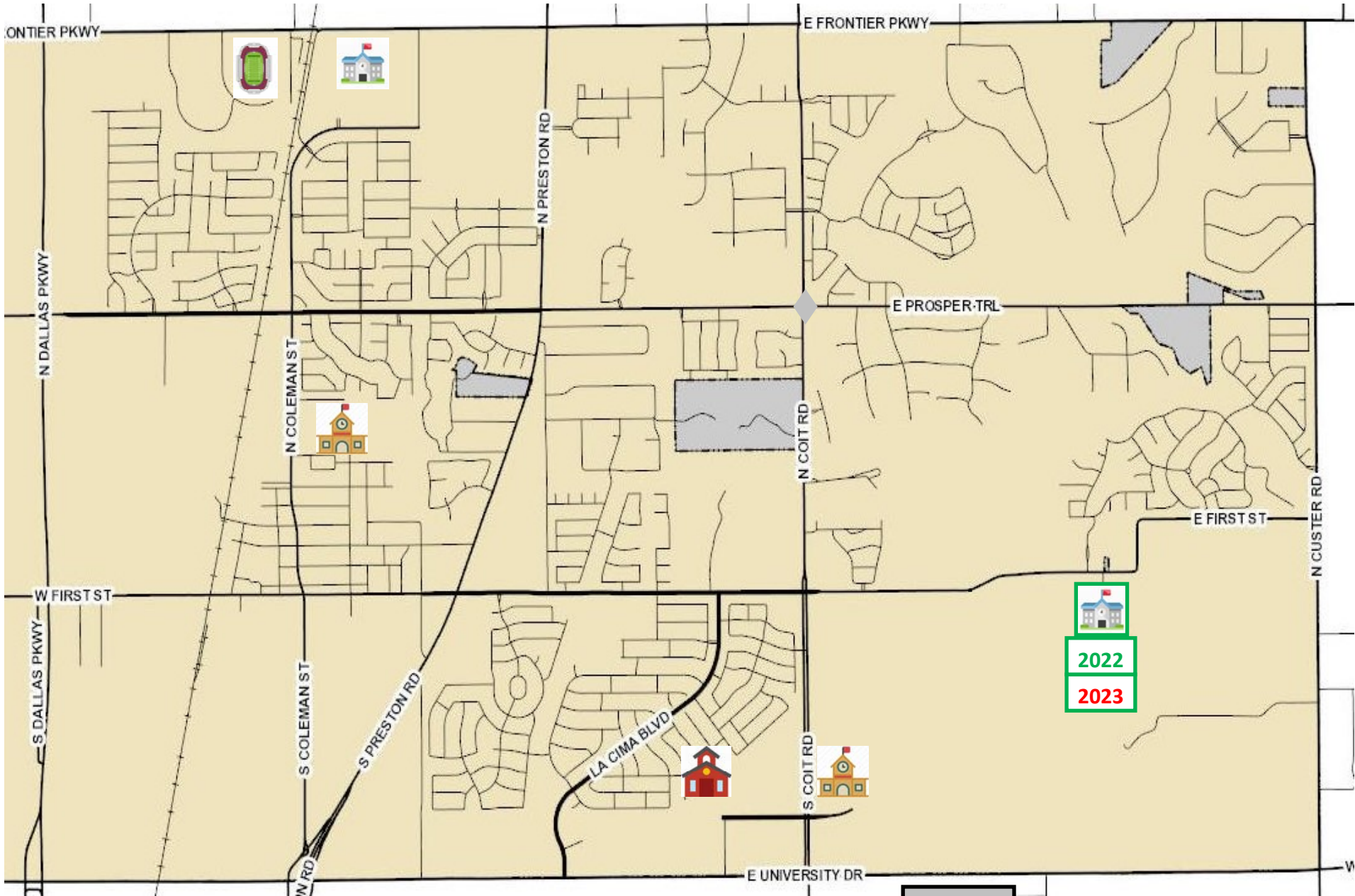
Town staff recommends the Council provide feedback on the proposed bond election.

Bond Election Timelines

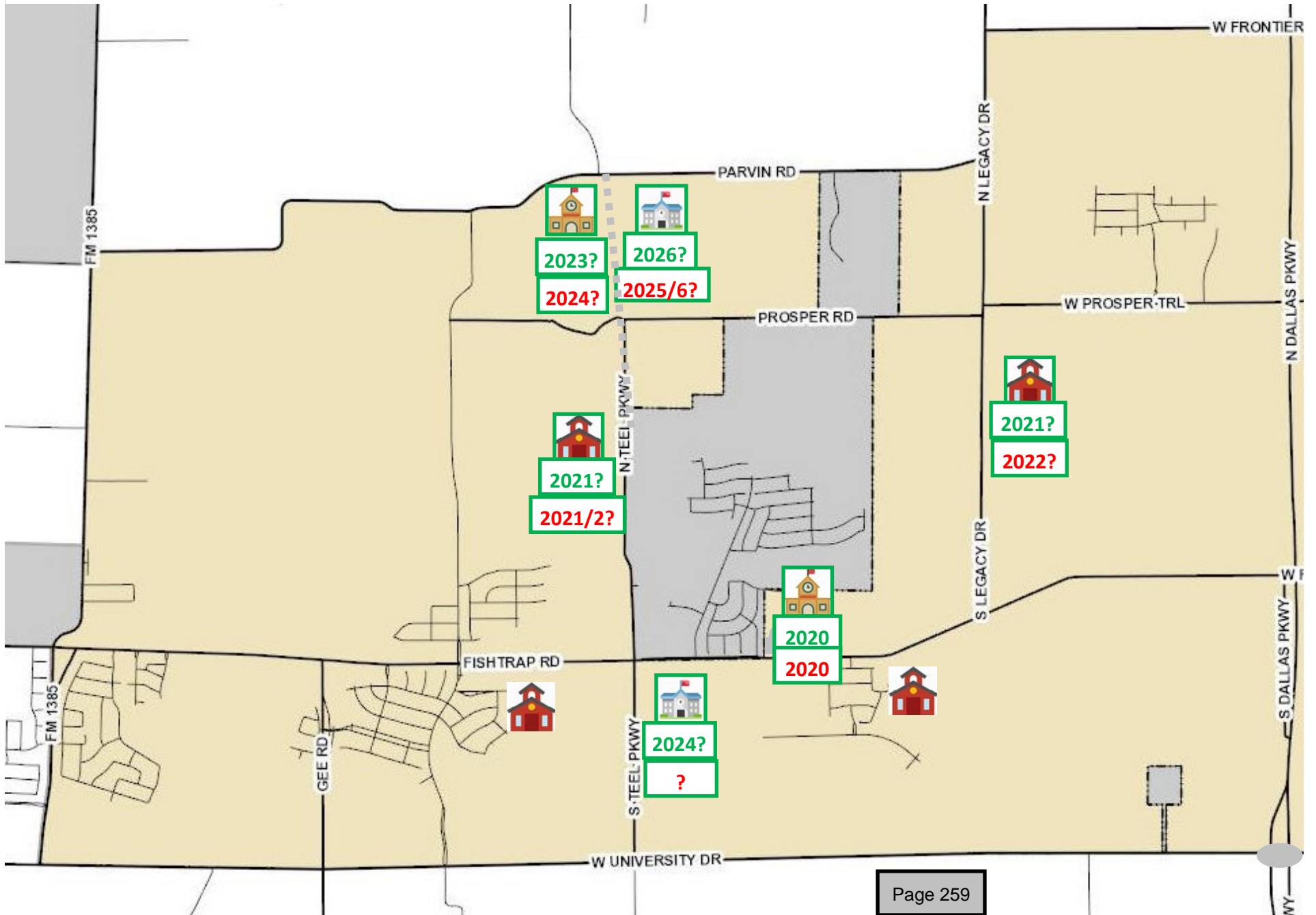
Item 13.

Bond Election Project Plan	May 14, 2011 Bond Election	May 2, 2020 Bond Election	November 3, 2020 Bond Election	May 1, 2021 Bond Election
Bond Committee (BC) Phase	180 days		180 days	180 days
Town Council Appoints Bond Committee	8/26/2010		2/11/2020	8/11/2020
Staff Contacts BC	8/27/2010		2/12/2020	8/12/2020
BC Meeting 1	9/13/2010			
BC Meeting 2	9/27/2010			
BC Meeting 3	10/11/2010			
BC Meeting 4	10/25/2010			
BC Meeting 5	11/8/2010		March - July 2020	Sept. 2020 - Jan. 2021
BC Meeting 6	11/22/2010			
BC Meeting 7	12/6/2010			
BC Meeting 8	1/10/2011			
BC Work Session	1/19/2011			
BC Meeting 9	1/24/2011			
Committee Recommendation to Council	2/8/2011		7/28/2020	1/26/2021
Town Council Consideration Phase				
Receive Recommendation from BC	2/8/2011		7/28/2020	1/26/2021
Council Calls Election	2/22/2011	2/11/2020	8/11/2020	2/9/2021
Information Phase				
Council Holds Town Hall Meetings				
Staff Presents Informational Brochures	2/23/2011-5/13/2011	2/12/2020 - 5/1/2020	8/12/2020 - 11/2/2020	2/10/2021 - 4/30/2021
Staff Presents Information Presentations				
Election Day	5/14/2011	5/2/2020	11/3/2020	5/1/2021

Proposed Timeline for PISD - Summer 2019 / January 2020



Proposed Timeline for PISD - Summer 2019 / January 2020



Summary of Capital Improvement Program - POTENTIAL BOND ELECTION
General Fund Projects

Index	Street Projects	Funding Sources							Unissued Debt Schedule					Index									
		Prior Years	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2029	Total Cost	Other Sources	Issued Debt Authorized	Unissued Debt Authorized	Unissued Debt Unauthorized		Issued 2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2029		
01	DNT Southbound Frontage Road	17,000,000							17,000,000	17,000,000	X											01	
02	Matthews Southwest, TIRZ No. 2	628,953							628,953	628,953	J											02	
03	1511-ST Prosper Trail (Kroger - Coit): (Design)	305,000							305,000	305,000	A											03	
04	1511-ST Prosper Trail (Kroger - Coit): (Construction)	4,503,209	190,846						4,694,055	4,465,846	A,D,K	228,209										04	
05	1512-ST First Street (DNT - Coleman): (Design)	2,786,567							2,786,567	2,439,915	A,D	346,652										05	
06	1512-ST First Street (DNT - Coleman): (Construction)							10,500,000	10,500,000				10,500,000								10,500,000	06	
07	1507-ST West Prosper Road Improvements: (Design & Construction)	12,781,000	3,404,618						16,185,618	9,780,069	B,C,K	6,405,549	2,100,000									07	
08	Gates of Prosper, TIRZ No. 1 (Richland, Lovers Lane, Detention)	11,906,669	3,125,025						15,031,694	15,031,694	H											08	
09	1708-ST E-W Collector (Cook Lane - DNT); design done w/ Cook Lane	1,375,000							1,375,000	1,375,000	A											09	
10	1820-ST First Street/DNT Intersection Improvements: (Design)	137,000							137,000	137,000	D											10	
11	1820-ST First Street/DNT Intersection Improvements: (Construction)	1,250,000							1,250,000	1,250,000	A											11	
12	1823-ST Victory Way (Coleman - Frontier) - 2 lanes: (Design)	250,000							250,000	250,000	D											12	
13	1823-ST Victory Way (Coleman - Frontier) - 2 lanes: (Construction)		2,250,000						2,250,000			2,250,000										13	
14	1709-ST Prosper Trail (Coit - Custer) - 4 lanes: (Design)	610,000							610,000	610,000	A											14	
15	1709-ST Prosper Trail (Coit - Custer) - 4 lanes: (Construction)							16,000,000	16,000,000				16,000,000								16,000,000	15	
16	2008-ST Prosper Trail (Coit - Custer) - 2 lanes: (Design & Construction)		6,000,000						6,000,000	1,250,000	D		4,750,000		4,750,000							16	
17	1825-ST Coleman (Gorgeous - Prosper Trail) - 4 lanes: (Design)	375,000						250,000	625,000	625,000	D											17	
18	1825-ST Coleman (Gorgeous - Prosper Trail) - 4 lanes: (Construction)							2,000,000	2,000,000			2,000,000									2,000,000	18	
19	1805-ST FM 2478 (US 380 - FM 1461)	323,205	69,000	57,000,000					57,392,205	57,392,205	A,K,X											19	
20	1819-ST Coleman Street (at Prosper HS): (Design & Construction)	700,000	90,000						790,000	790,000	C,K											20	
21	1923-ST Fishtrap (Segments 1, 4); (Elem to DNT) schematic: (Design)	778,900							778,900	778,900	D											21	
22	2009-ST Fishtrap, Segment 1 (Teel - Middle School): (Construction)		1,470,000						1,470,000			949,004		520,996								22	
23	1932-ST Coit Road and US 380 (SB Right Turn Lane): (Design)	6,300							6,300	6,300	A,D											23	
24	1932-ST Coit Road and US 380 (SB Right Turn Lane): (Construction)		35,000						35,000	35,000	A											24	
25	Craig Street (Preston - Fifth): (Construction)			1,250,000					1,250,000	1,250,000	D											25	
26	1830-ST Prosper Trail/DNT Intersection Improvements: (Design)	88,000							88,000	88,000	A,D											26	
27	1830-ST Prosper Trail/DNT Intersection Improvements: (Construction)		1,600,000						1,600,000				1,600,000		1,600,000							27	
28	1824-ST Fishtrap (Teel Intersection Improvements): (Design)	150,000							150,000	150,000	D											28	
29	1824-ST Fishtrap (Teel Intersection Improvements): (Construction)		1,350,000						1,350,000			1,350,000		1,350,000								29	
30	1708-ST Cook Lane (First - End): (Design)	150,000							150,000	150,000	A											30	
31	1708-ST Cook Lane (First - End): (Construction)		2,100,000						2,100,000				2,100,000		2,100,000							31	
32	1934-ST DNT Overpass at US380			90,000,000		10,000,000			100,000,000	95,000,000	D,J,X			5,000,000				5,000,000				32	
33	2014-ST First Street (Coit - Custer) - 4 lanes: (Design)		1,000,000						1,000,000					1,000,000								33	
34	2014-ST First Street (Coit - Custer) - 4 lanes: (Construction)							15,000,000	15,000,000					15,000,000							15,000,000	34	
35	First Street (Coit & Custer) Intersection Improvements: (Construction)					1,000,000			1,000,000								1,000,000					35	
36	2010-ST Fishtrap (Teel - Gee Road): (Design)		400,000						400,000	400,000	C											36	
37	2010-ST Fishtrap (Teel - Gee Road): (Construction)							5,000,000	5,000,000					5,000,000							5,000,000	37	
38	2011-ST Gee Road (Fishtrap - Windsong Retail): (Design)		250,000						250,000	250,000	C											38	
39	2011-ST Gee Road (Fishtrap - Windsong Retail): (Construction)							2,500,000	2,500,000				2,500,000								2,500,000	39	
40	2012-ST Fishtrap (Elem - DNT) - 4 lanes: (Design)		900,000						900,000	300,000	A,D,K		600,000		600,000							40	
41	Fishtrap (Elem - DNT) - 2 lanes: (Construction)							15,750,000	15,750,000				15,750,000								15,750,000	41	
42	1710-ST Coit Road (First - Frontier) - 4 lanes: (Design)	1,289,900							1,289,900	1,289,900	A,X											42	
43	1710-ST Coit Road (First - Frontier) - 4 lanes: (ROW)		800,000						800,000				800,000		800,000							43	
44	1710-ST Coit Road (First - Frontier) - 4 lanes: (Construction)					15,500,000			15,500,000	12,312,930	A,X		3,187,070					3,187,070				44	
45	1307-ST Frontier Parkway (DNT - Preston Road)	3,650,000		27,204,464					30,854,464	26,254,464	A,X			4,600,000								45	
46	1933-ST Fishtrap (Segment 2) - PISD reimbursement					1,164,000			1,164,000									1,164,000				46	
47	Fishtrap, Segment 4 (Middle - Elem) - 4 lanes: (Construction)			2,270,000					2,270,000				2,270,000		2,270,000							47	
48	2013-ST Teel (US 380 Intersection Improvements): (Design)		100,000						100,000	100,000	A,K											48	
49	2013-ST Teel (US 380 Intersection Improvements): (Construction)			275,000					275,000	275,000	A											49	
50	Coleman Road (Prosper Trail - High School): (Design)			350,000					350,000				350,000				350,000					50	
51	Coleman Road (Prosper Trail - High School): (Construction)							4,000,000	4,000,000				4,000,000								4,000,000	51	
52	Parvin Road (FM 1385 - Legacy Drive): (Design)					800,000			800,000				800,000				800,000					52	
53	Parvin Road (FM1385 - Legacy Drive): (Construction)							8,500,000	8,500,000				8,500,000								8,500,000	53	
54	Legacy Drive (Prosper Trail - Parvin): (Design)							567,500	567,500				567,500								567,500	54	
55	Legacy Drive (Prosper Trail - Parvin): (Construction)							5,107,500	5,107,500				5,107,500								5,107,500	55	
56	1936-ST US 380 (US 377 - Denton County Line)			178,000,000					178,000,000	178,000,000	X											56	
57	1937-ST DNT Main Lane (US 380 - FM 428)			87,500,000				262,500,000	350,000,000	350,000,000	X											57	
58	Sixth Street (Main - End)							150,000	150,000				150,000									150,000	58
59	Crown Colony (Meadow Run - High Point)							1,025,000	1,025,000				1,025,000									1,025,000	59
60	Ridgewood (Hays - Crown Colony)							600,000	600,000				600,000									600,000	60
61	Waterwood (Ridgewood - End)							175,000	175,000				175,000									175,000	61
62	Colonial (Ridgewood - End)							175,000	175,000				175,000									175,000	62
63	Shady Oaks Lane (Ridgewood - End)							175,000	175,000				175,000									175,000	63
64	Riverhill (Ridgewood - End)							175,000	175,000				175,000									175,000	64
65	Plymouth Colony (Bradford - High Point) & Plymouth Colony Circle							650,000	650,000				650,000									650,000	65
66	Prestonview (Hays - Betts)							775,000	775,000				775,000									775,000	66
67	Betts Lane (Prestonview - High Point)							275,000	275,000				275,000									275,000	67
68	High Point Drive (Hays - Betts)							750,000	750,000				750,000									750,000	68
69	West Yorkshire Drive (High Point - Bradford)							275,000	275,000				275,000									275,000	69
70	Bradford Drive (West Yorkshire-Plymouth Colony)							625,000	625,000				625,000									625,000	70
71	Chandler Circle (Preston Road-Hays)							725,000	725,000				725,000									725,000	71
72	Parvin Road (Good Hope - FM 1385)							300,000	300,000				300,000									300,000	72
73	Pasewark (Preston - Hickory)							425,000	425,000				425,000									425,000	73
74	1938-ST FM 1461 (SH 289 - CR 165)							53,000,000	53,000,000	53,000,000	X											53,000,000	74
75	Coleman (Prosper HS - Preston): (Design)							650,000	650,000				650,000									650,000	75
76	Coleman (Prosper HS - Preston): (Construction)							5,850,000	5,850,000				5,850,000									5,850,000	76
77	Teel Parkway (US 380 - Fishtrap): (Design)																						

Index	Traffic Projects		Prior Years	Funding Sources						Total Cost	Funding Sources			Unissued Debt Schedule						Index		
				2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2029		Other Sources	Issued Debt Authorized	Unissued Debt Authorized	Unissued Debt Unauthorized	Issued 2018-2019	2019-2020	2020-2021	2021-2022	2022-2023		2023-2024	2024-2029
01	1827-TR	Median Lighting - US 380 (Denton County - Custer)	485,000							485,000	485,000	D										01
02		Median Lighting - Coit Road (First - Frontier): (Design)						100,000		100,000	D											02
03		Median Lighting - Coit Road (First - Frontier): (Construction)						900,000		900,000	D											03
04		Median Lighting - First Street (Craig - Coit): (Design)						62,500		62,500	D											04
05		Median Lighting - First Street (Craig - Coit): (Construction)						562,500		562,500	D											05
06		Median Lighting - Prosper Trail (Dallas Pkwy - Preston): (Design)						82,500		82,500	D											06
07		Median Lighting - Prosper Trail (Dallas Pkwy - Preston): (Construction)						742,500		742,500	D											07
08		Median Lighting - Prosper Trail (Preston - Coit): (Design)						62,500		62,500	D											08
09		Median Lighting - Prosper Trail (Preston - Coit): (Construction)						562,500		562,500	D											09
10	1909-TR	Traffic Signal - Coit Rd & First Street: (Construction)	288,244							288,244	AD											10
11	1939-TR	Traffic Signal - DNT & Frontier: (Collin County)	400,000							400,000	X											11
12	1940-TR	Traffic Signal - DNT & Prosper Trail: (Collin County)	400,000							400,000	X											12
13	1928-TR	Traffic Signal - Fishtrap & Teel Parkway: (Design)	34,100							34,100	A											13
14	1928-TR	Traffic Signal - Fishtrap & Teel Parkway: (Construction)		250,000						250,000	A											14
15	2004-TR	Traffic Signal - Fishtrap & Gee Road: (Design)		50,000						50,000	A											15
16	2004-TR	Traffic Signal - Fishtrap & Gee Road: (Construction)		250,000						250,000	A											16
17	2007-TR	Traffic Signal - SH 289 & Lovers Lane (TIRZ #1)		300,000						300,000	H											17
18	2005-TR	Traffic Signal - Coit Rd & Richland: (Design)		50,000						50,000	A											18
19	2005-TR	Traffic Signal - Coit Rd & Richland: (Construction)		250,000						250,000	A											19
20	2006-TR	Traffic Signal - Fishtrap & Windsong Pkwy: (Design)		50,000						50,000	A											20
21	2006-TR	Traffic Signal - Fishtrap & Windsong Pkwy: (Construction)			300,000					300,000	A											21
22	1935-TR	Traffic Signal - FM 1385 & Fishtrap: (TxDOT)			125,000					125,000	X											22
23		Traffic Signal - FM 2478 (Custer Rd) & First Street: (TxDOT)				300,000				300,000	X											23
24		Traffic Signal - First Street & La Cima: (Design)				50,000				50,000	A											24
25		Traffic Signal - First Street & La Cima: (Construction)				325,000				325,000	A											25
26		Traffic Signal - First Street & Coleman: (Design)					50,000			50,000	A											26
27		Traffic Signal - First Street & Coleman: (Construction)					350,000			350,000	A											27
	Subtotal		1,607,344	1,200,000	425,000	675,000	400,000	0	3,075,000	7,382,344	0	0	0	0	0	0	0	0	0	0	0	

Design	34,100	450,000	0	50,000	50,000	0	307,500	891,600
Construction	288,244	750,000	300,000	325,000	350,000	0	2,767,500	4,780,744
Design & Construction	1,285,000	300,000	125,000	300,000	0	0	0	2,010,000
Land/Easements	0	0	0	0	0	0	0	0

Other:	4,150,000	Median Lights:	3,075,000
FUNDED IN CIP:	4,150,000		
UNFUNDED:	0		

Index	Park Projects	Funding Sources							Unissued Debt Schedule							Index					
		Prior Years	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2029	Total Cost	Other Sources	Issued Debt Authorized	Unissued Debt Authorized	Unissued Debt Unauthorized	Issued 2018-2019	2019-2020		2020-2021	2021-2022	2022-2023	2023-2024	2024-2029
Neighborhood Park																					
01	1806-PK Star Trail Park #1 (7.5 Acres / No Lights): (Construction)	985,000							985,000	985,000	c, g										
02	Lakewood Preserve (22 Acres / Lights): (Design)			85,000					85,000	85,000	c										
03	Lakewood Preserve (22 Acres / Lights): (Construction)	423,000		2,007,500					2,430,500	882,500	c		1,548,000		1,548,000						
04	1802-PK Hays Park (2 Acres / No Lights): (Design)	50,000	35,000						85,000	85,000	g										
05	1802-PK Hays Park (2 Acres / No Lights): (Construction)			310,000					310,000	310,000	g										
06	Prairie Park (6.7 Acres / No Lights)	300,000							300,000	300,000	c										
07	Tanners Mill Park: (Construction)	468,000			600,000				1,068,000	468,000	c		600,000			600,000					
08	Town Hall Open Space Park: (Design/construction)	55,000					2,000,000		2,055,000	55,000	d		2,000,000						2,000,000		
09	Pecan Grove Irrig. (21.5 Acres / No Lights): (Design)								0	0	g										
10	2015-PK Pecan Grove Irrig. (21.5 Acres / No Lights): (Construction)		85,000						85,000	85,000	g										
11	Star Trail Park #2 (7.5 Acres / No Lights): (Construction)		535,000						535,000	535,000	c										
12	Windsong Ranch Park #2 (7.5 Acres / No Lights): (Construction)			260,000					260,000	260,000	c										
13	Pecan Grove Phase 2 (21.5 Acres / No Lights) (basketball, pavilion, parking, security lighting): (Design)		67,500						67,500	500	g		67,000		67,000						
14	Pecan Grove Phase 2 (21.5 Acres / No Lights) (basketball, pavilion, parking, security lighting): (Construction)			675,000					675,000	249,500	g		425,500		425,500						
15	Park Operations Park (Convert area where Ops is into park) (17 Acres / No Lights): (Design)					51,000			51,000			51,000				51,000					
16	Park Operations Park (Convert area where Ops is into park) (17 Acres / No Lights): (Construction)						475,000		475,000			475,000					475,000				
17	Windsong Ranch Park #3 (7.5 Acres / No Lights): (Construction)				1,300,000				1,300,000	260,000	c		1,040,000		1,040,000						
18	Star Trail Park #3 7.5 Acres / No Lights): (Construction)				1,160,000				1,160,000	785,000	c, g		375,000				375,000				
19	Cedar Grove Phase 2 (9.8 Acres / No Lights): (Design)				20,000				20,000								20,000				
20	Cedar Grove Phase 2 (9.8 Acres / No Lights): (Construction)				305,000				305,000								305,000				
21	1303-PK Cockrell Park (8.4 Acres / No Lights)(Construction)	90,000						1,150,000	1,240,000	90,000	g		1,150,000						1,150,000		
22	Legacy School ILA (Playground cost share)	35,000							35,000	35,000	g										
Trails																					
23	1801-PK Whitley Place H&B Trail Extension: (Design)	70,000							70,000	70,000	g										
24	1801-PK Whitley Place H&B Trail Extension: (Construction)	680,000							680,000	500,000	g	180,000	180,000								
25	Windsong H&B Trail Ph 3C,5,6A, 6B, 7, 8, and 9: (Construction)	901,048	450,524	475,000	495,000				2,321,572	2,321,572	c										
26	1910-PK Hike and Bike Master Plan: (Design)	68,000							68,000	68,000	d										
27	1911-PK Pecan Grove H&B Trail: (Design)		30,000						30,000	30,000	g										
28	1911-PK Pecan Grove H&B Trail: (Construction)			410,000					410,000	220,000	g		190,000		190,000						
29	Star Trail H&B Trail Phases 1, 2, 3, and 4: (Construction)	100,000	100,000				1,000,000		1,200,000	1,200,000	c										
30	1926-PK Whitley Place H&B Trail (OH Easement): (Design)		10,000						10,000					10,000							
31	1926-PK Whitley Place H&B Trail (OH Easement): (Construction)		270,000						270,000					270,000							
32	H&B Trail Heads / H&B Trail Gateways: (Design)			13,000		15,000		60,000	88,000				88,000						60,000		
33	H&B Trail Heads / H&B Trail Gateways: (Construction)			90,000		95,000		440,000	625,000				625,000	13,000		15,000			440,000		
34	Future unnamed H&B Trail						1,000,000		1,000,000				1,000,000	90,200		95,000			1,000,000		
Community Park																					
35	1603-PK Frontier Park - North Field Improvements (17 Acres / Lights)	11,392,010							11,392,010	1,834,590	B, G	9,557,420									
36	1808-PK West Park Land (200 Acres / Lights)	50,000							50,000	50,000	d										
37	Frontier Park Storage: (Design & Construction)		147,927						147,927	147,927	d										
38	Town Lake Improvements (24 Acres / Lights): (Design)			16,000					16,000					16,000							
39	Town Lake Improvements (24 Acres / Lights): (Construction)				320,000				320,000							320,000					
40	Sexton Park (69 Acres / Lights) (Sports Fields): (Design)				1,200,000				1,200,000							1,200,000					
41	Sexton Park (69 Acres / Lights) (Sports Fields): (Construction)						12,500,000		12,500,000				12,500,000						12,500,000		
42	Sexton Park Phase 2 (Lights) (Addtl Sports Fields): (Design)						1,200,000		1,200,000				1,200,000						1,200,000		
43	Sexton Park Phase 2 (Lights) (Addtl Sports Fields): (Construction)						10,800,000		10,800,000				10,800,000						10,800,000		
44	Windsong Ranch Community Park (51 Acres / Lights): (Design)						1,700,000		1,700,000				1,700,000						1,700,000		
45	Windsong Ranch Community Park (51 Acres / Lights): (Construction)						15,300,000		15,300,000				15,300,000						15,300,000		
46	Prosper Center Community Park (30 Acres / no lights): (Design)						1,500,000		1,500,000				1,500,000						1,500,000		
47	Prosper Center Community Park (30 Acres / no lights): (Construction)						13,500,000		13,500,000				13,500,000						13,500,000		
48	Star Trail Park Community Park (30 Acres / Lights): (Design)						1,500,000		1,500,000				1,500,000						1,500,000		
49	Star Trail Park Community Park (30 Acres / Lights): (Construction)						13,500,000		13,500,000				13,500,000						13,500,000		
Medians																					
50	1417-PK Richland Boulevard Median Landscaping	5,000					170,000		175,000	175,000	d										
51	1723-PK State Highway 289 Gateway Monument	474,752							474,752	474,752	d										
52	1818-PK Additional Turf Irrigation SH 289	80,000							80,000	80,000	d										
53	1813-PK SH 289/US 380 Green Ribbon Landscape Irrigation	809,250							809,250	809,250	B, D										
54	1922-PK Downtown Monument (Broadway/Preston)	300,000							300,000	300,000	c										
Subtotal		17,336,060	1,730,951	4,341,500	5,400,000	161,000	475,000	77,320,000	106,764,511	13,751,591	0	9,737,420	0	83,275,500	180,000	347,000	3,322,700	2,820,000	161,000	475,000	76,150,000

Design	243,000	142,500	114,000	1,220,000	66,000	0	7,960,000	9,745,500
Construction	17,043,060	1,440,524	4,227,500	4,180,000	95,000	475,000	69,360,000	96,821,084
Design & Construction	0	147,927	0	0	0	0	0	147,927
Land/Easements	50,000	0	0	0	0	0	0	50,000

Other:	95,492,000
FUNDED IN CIP:	2,127,500
UNFUNDED:	81,364,500 + Future Land 12,000,000
TOTAL:	93,364,500

Index	Facility Projects		Prior Years	Funding Sources					Unissued Debt Schedule					Index								
				2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2029	Total Cost	Other Sources	Issued Debt Authorized	Unissued Debt Authorized		Unissued Debt Unauthorized	Issued 2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2029
01	1713-FC	Police Station and Dispatch - Professional Services	1,644,696							1,644,696	31,293 D	1,613,403		385,000							01	
02	1904-FC	Police Station and Dispatch - Development Costs	550,000							550,000		550,000		550,000							02	
03	1905-FC	Police Station and Dispatch - Construction	12,645,804							12,645,804	1,435,000 D	11,210,804		11,065,000							03	
04	1906-FC	Police Station and Dispatch - Furniture, Fixtures, and Equipment	1,165,000							1,165,000	1,165,000 D										04	
05	1809-FC	Parks Operations and Public Works Complex	3,450,000						10,900,000	14,350,000	2,550,000 E.G	900,000		10,900,000						10,900,000	05	
06		Westside Radio Tower for Public Safety		500,000						500,000				500,000		500,000					06	
07		Central Fire Station Administration						2,546,000		2,546,000				2,546,000						2,546,000	07	
08		Central Fire Station, Phase II (Bunk Gear Climate Storage)						850,000		850,000				850,000						850,000	08	
09		Fire Station #3						8,000,000		8,000,000				8,000,000						8,000,000	09	
10		Recreation Center						15,000,000		15,000,000				15,000,000						15,000,000	10	
11		Senior Facility						9,000,000		9,000,000				9,000,000						9,000,000	11	
Subtotal			19,455,500	0	500,000	0	0	0	0	46,296,000	66,251,500	5,181,293	14,274,207	0	46,796,000	12,000,000	0	500,000	0	0	0	46,296,000

Design	2,194,696	0	0	0	0	0	0	0	2,194,696
Construction	13,810,804	0	0	0	0	0	0	0	13,810,804
Design & Construction	0	0	500,000	0	0	0	35,396,000	0	35,896,000
Land/Easements	3,450,000	0	0	0	0	0	10,900,000	0	14,350,000

Other: 46,796,000 ** COST ESTIMATES FOR FACILITIES NEEDS
FUNDED IN CIP: 500,000 TO BE UPDATED BASED ON ANTICIPATED
UNFUNDED: 46,296,000 PROGRAMMING AND ANTICIPATED CONSTRUCTION \$

Grand Total General Fund	99,443,607	28,065,440	449,115,964	23,539,000	11,561,000	262,975,000	283,391,000	1,158,091,011	859,286,404	0	35,541,041	0	263,263,566	17,880,000	11,717,996	11,042,700	7,971,070	6,161,000	475,000	225,896,000
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Design	9,398,463	3,242,500	464,000	2,070,000	116,000	0	10,210,000	25,500,963
Construction	41,920,317	11,186,370	35,526,964	21,169,000	1,445,000	475,000	173,885,000	285,607,651
Design & Construction	44,624,827	13,136,570	413,125,000	300,000	10,000,000	262,500,000	88,396,000	832,082,397
Land/Easements	3,500,000	800,000	0	0	0	0	10,900,000	15,200,000

TOTAL Unfunded for ISD: 33,925,000 **TOTAL Unfunded for Town Other:** 221,748,430 **GRAND TOTAL Unfunded ESTIMATE IN CIP:** 255,673,430

- ## Design
- ## Construction
- ## Design & Construction

Description Codes - Other Sources			
A	Impact Fees	D	General Fund
B	Grant and Interlocal Funds	E	Water / Wastewater Fund
C	Developer Agreements	F	Stormwater Drainage Fund
G	Park Development Fund	K	Escrows
H	TIRZ #1	X	Non-Cash Contributions
J	TIRZ #2	Z	Other Sources (See Detail)