



*Prosper is a place where everyone matters.*

**Agenda**  
**Prosper Town Council Meeting**  
Council Chambers  
Prosper Town Hall  
250 W. First Street, Prosper, Texas  
Tuesday, March 24, 2020  
**5:45 PM**

### **Notice Regarding Public Participation**

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

In an effort to reduce the spread of the virus, for the March 24, 2020, Town Council meeting, individuals will be able to address the Council either (1) in person at Town Hall in the Town Council Chambers, (2) via telephone conference call, or (3) via videoconference.

**To join the meeting by phone, dial any one of the following numbers:**

- +1 312 626 6799
- +1 929 436 2866
- +1 253 215 8782
- +1 301 715 8592
- +1 346 248 7799
- +1 669 900 6833

Enter Meeting ID: 419 711 876

To request to speak, enter \*9. The meeting moderator will acknowledge your request and allow you to speak.

**To access the videoconference online, follow these instructions:**

Join the Zoom Meeting by clicking on the following link: <https://zoom.us/j/419711876>

Enter Meeting ID: 419 711 876

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

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

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.

## Call to Order/ Roll Call.

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

### CONSENT AGENDA:

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

1. Consider and act upon the Minutes from the February 25, 2020, Town Council meeting. **(RB)**
2. Consider and act upon an ordinance declaring a local state of disaster due to a public health emergency. **(RB)**
3. Consider and act upon an ordinance ordering that the General Election scheduled to be held on Saturday, May 2, 2020, be postponed to Tuesday, November 3, 2020. **(RB)**
4. Consider and act upon an ordinance granting a temporary refund of fees related to building permits and the waiver of fees related to annual restaurant health permits and alcohol permits. (MD20-0004) **(JW)**
5. Receive the January Financial Report. **(BP)**
6. Consider and act upon a resolution accepting the Independent Audit Report and Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended September 30, 2019, as presented by a representative of Pattillo, Brown and Hill LLP., Certified Public Accountants. **(BP)**
7. Consider and act upon a resolution authorizing various individuals as signers of specific accounts and certain investment matters. **(BP)**
8. Consider and act upon a resolution authorizing the Town to participate in Texas Coalition for Affordable Power, Inc.'s Strategic Hedging Program. **(BP)**
9. Consider and act upon awarding RFP No. 2020-12-B to Sciens LLC, related to Phase I Discovery and Pre-Acquisition, Evaluation and Selection of a Permitting Software System for the Town of Prosper; and authorizing the Town Manager to execute documents for same. **(BP)**
10. Consider and act upon approving the purchase of water meter transmission units from Aclara Technologies, LLC, a sole source provider; and authorizing the Town Manager to execute documents for the same. **(FJ)**
11. Consider and act upon approving the purchase of manhole rehabilitation services from Fuquay, Inc., through the Texas Local Government Purchasing Cooperative; and authorizing the Town Manager to execute documents for the same. **(FJ)**
12. Consider and act upon awarding CSP No. 2020-39-B to TDC2, LLC, related to underground fiber optic cable installation between Town Hall, Public Works, and the Public Safety Facility; and authorizing the Town Manager to execute documents for same. **(LJ)**
13. Consider and act upon approving Change Order Number 07 for Bid No. 2019-52-B to McKee Utility Contractors, Inc., related to construction services for the Lower Pressure Plane Line Phase 1B project; and authorizing the Town Manager to execute Change Order Number 07 for same. **(P**

14. Consider and act upon an ordinance establishing a no parking zone on Wilson Drive from Coleman Street to Gray Lane. **(DK)**
15. Conduct a Public Hearing, and consider and act upon an ordinance amending Chapter 3, Section 2, Definitions, of the Zoning Ordinance, regarding Automobile Storage. (Z20-0003). **(AG) [Item Withdrawn by Town]**
16. Consider and act upon a request to allow for an alternative parking surface for Prosper United Methodist Church, located on the east side of Parvin Street, north of First Street. (MD20-0005). **(AG)**
17. Consider and act upon Amendment One to the License Agreement between the Town of Prosper and Prosper Historical Society relative to the location, construction and operation of the Veterans Memorial in Frontier Park. **(DR)**

**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 the Town's sign ordinance, and all matters incident and related thereto.*

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

*Section 551.074 – To discuss and review the Town Manager's performance evaluation.*

*Section 551.074 – To discuss and consider retention of outside legal counsel to assist NTMWD Customer Cities in PUC Docket No. 46662 and execution by Town Manager of pertinent legal representation documentation related thereto.*

**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 5:30 p.m., on Friday, March 20, 2020, and remained so posted at least 72 hours before said meeting was convened.

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Melissa Lee, Town Secretary

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Date Notice Removed

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

**NOTICE**

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

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





*Prosper is a place where everyone matters.*

## Minutes

**Prosper Town Council Meeting**  
Council Chambers  
Prosper Town Hall  
250 W. First Street, Prosper, Texas  
Tuesday, February 25, 2020

### **Call to Order/ Roll Call.**

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

#### **Council Members Present:**

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

#### **Council Members Absent:**

Deputy Mayor Pro-Tem Jason Dixon

#### **Staff Members Present:**

Harlan Jefferson, Town Manager  
Terry Welch, Town Attorney  
Robyn Battle, Town Secretary/Public Information Officer  
Betty Pamplin, Finance Director  
January Cook, Purchasing Manager  
Leslie Scott, Library Director  
Hulon Webb, Engineering Services Director  
Pete Anaya, Assistant Director of Engineering Services – Capital Projects  
John Webb, Development Services Director  
Alex Glushko, Planning Manager  
Frank Jaromin, Public Works Director  
Doug Kowalski, Police Chief  
Scott Brewer, Assistant Police Chief  
Stuart Blasingame, Fire Chief  
Bill Bonny, Division Chief  
Kent Bauer, Emergency Management Coordinator

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

Mike Martin of Hope Fellowship Church led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

### **Announcements of recent and upcoming events.**

The public is invited to join Prosper Fire Rescue as we honor the newest addition to our fleet during a traditional fire service wet-down and push-in ceremony. Truck 1 is the Town's first aerial

ladder truck, which will be housed at Station 1 on First Street. The ceremony will take place this Saturday, February 29, at 11:00 a.m.

In honor of Texas Independence Day on March 2, the Prosper Rotary Club will display Texas Flags on the median of Preston Road near the Town’s Gateway Monument. The Republic of Texas declared independence from Mexico on March 2, 1836.

The Town Council invites residents to participate in The Mayor’s Fitness Challenge now through April 15. Join fellow Prosper residents in the challenge to walk or run 100 miles, or bike 500 miles in just over 100 days. To register, please visit the Parks and Recreation page on the Town website.

The Town Council would like to congratulate the following individuals who were recognized at this afternoon’s Police Department Promotion ceremony:

- Dispatch Lead Tiffany McDormand
- Dispatch Lead Aidan Daily
- Corporal Jeff Hoover
- Corporal Michael Alonso
- Corporal Preston Robinson
- Corporal Lucas Hart
- Sergeant Jacob Sellman
- Sergeant Larry Windon
- Lieutenant Barrett Morris
- Lieutenant Bryan Golden

The Council would also like to welcome Dispatcher Katherine Hickman. Congratulations to all.

Finally, the Council would like to express our condolences for the loss of Midlothian City Councilmember Art Pierard, who was killed in an automobile accident last Wednesday. Our thoughts and prayers are with Councilman Pierard’s family, and the Midlothian community.

**Discussion Items.**

**1. Coronavirus (COVID-19) Update. (BB)**

Division Chief Bill Bonny presented this item before the Town Council. Six individuals with Coronavirus (COVID-19) have been quarantined in the State of Texas. The Town of Prosper is working closely with state and county officials, and processes are in place for notifying local officials if a case is identified in Collin or Denton County or in Prosper. Town of Prosper first responders are trained in response protocols to protect patients, first responders, and the public. The risk to residents in Prosper remains low. Residents are encouraged to practice good hygiene, monitor their health, stay home if they are sick, and practice responsible diligence to limit the spread of the virus.

**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 February 11, 2020, Town Council meeting. (RB)**

3. Consider and act upon Ordinance No. 2020-08 repealing Article 1.06, "Records Management," of Chapter 1, "General Provisions," of the Town's Code of Ordinances and replacing it with a new Article 1.06, "Records Management." (RB)
5. Consider and act upon Resolution No. 2020-10 supporting and authorizing a grant application to the Office of the Governor for a FY 2020-2021 Justice Assistance Grant (JAG). (KB)
6. Consider and act upon Ordinance No. 2020-11 repealing existing Subsection (c) of Section 1.04.032, "Number of Members," of Division 1, "Library Board," of Article 1.04, "Boards, Commissions and Committees," of Chapter 1, "General Provisions," of the Code of Ordinances of the Town of Prosper, Texas, by removing a Prosper Independent School District non-voting member from the Library Board. (LS)
7. Consider and act upon amendments to Section 1.05, "Meetings," of the Library Board's Bylaws to (1) change the Board's meetings to quarterly meetings, or as needed, and (2) to provide for the duties of a Board Secretary. (LS)
8. Consider and act upon awarding CSP No. 2020-42-A to Zayo Group, LLC, as submitted by Sandler Partners, an internet provider distributor, related to dedicated fiber internet services at Town Hall, and authorizing the Town Manager to execute a Service Order for same. (LJ)
9. Consider and act upon approving an annual fixed-price agreement for the purchase of Neptune water meters and related items, at the unit prices guaranteed, from Core & Main, a sole source provider. (FJ)
11. Consider and act upon authorizing the Town Manager to execute a Water Impact Fee Reimbursement Agreement between 1385 & 380 Investments LP, Prosper 1385 Investments LP, and the Town of Prosper, Texas, related to the extension of water lines to serve the Westside development. (HW)
12. Consider and act upon authorizing the Town Manager to execute a Development Agreement between 1385 & 380 Investments LP and Prosper 1385 Investments LP, and the Town of Prosper, Texas, related to the Westside development. (AG)
13. Consider and act upon Ordinance No. 2020-12 rezoning 1.6± acres from Single Family-15 (SF-15) to Planned Development-Downtown Office (PD-DTO), located on the north side of Broadway Street, west of Craig Road. (Z19-0023). (AG)
14. Consider and act upon authorizing the Town Manager to execute a Development Agreement between Dugan P. Kelley and Matthew Clarke, and the Town of Prosper, Texas, related to the Downtown Office development, located at 603 E. Broadway Street. (AG)
15. Consider and act upon Ordinance No. 2020-13 amending the Future Land Use Plan from Low Density Residential to Tollway District, generally located on the north side of Prosper Trail, west of Shawnee Trail. (CA19-0005). [Companion Case Z19-0024] (AG)

16. **Consider and act upon Ordinance No. 2020-14 to rezone 3.4± acres from Agricultural (A) to Office (O) and 5.6± acres from Agricultural (A) to Single Family-15 (SF-15), located on the north side of Prosper Trail, west of Shawnee Trail. (Z19-0024). [Companion Case CA19-0005] (AG)**
17. **Consider and act upon authorizing the Town Manager to execute a Development Agreement between The Carnegie Holding Company, LLC, and the Town of Prosper, Texas, related to the CHC Prosper Trail Office development. (AG)**
18. **Conduct a Public Hearing, and consider and act upon Ordinance No. 2020-15 rezoning 0.4± acres from Single Family-15 (SF-15) to Downtown Office (DTO), located on the north side of Broadway Street, east of Parvin Street (511 E. Broadway Street). (Z20-0001). (AG)**
19. **Consider and act upon authorizing the Town Manager to execute a Development Agreement between Lifelong Properties, LLC, and the Town of Prosper, Texas, related to a downtown office located on the north side of Broadway Street, east of Parvin Street (511 E. Broadway Street). (AG)**

Councilmember Hodges removed Item 4 from the Consent Agenda.

Councilmember Andres removed Item 10 from the Consent Agenda.

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

4. **Consider and act upon repealing Resolution No. 13-51 and replacing with Resolution No. 2020-09 delegating authority to the Town's Purchasing Manager to determine the best method of procurement for the purchase of goods and services. (JC)**

Purchasing Manager January Cook responded to a question from Council, stating that \$500 is the maximum amount that can be justified for liquidated damages. Town Attorney Terry Welch elaborated, stating that the Town may recover more, if there are quantifiable damages. Town Manager Harlan Jefferson stated that the Town was able to recover more than \$500 in liquid damages associated with the construction of Town Hall, since there were quantifiable expenses that could be claimed, such as leases that were required to be extended.

After discussion, Councilmember Hodges made a motion and Councilmember Miller seconded the motion to repeal Resolution No. 13-51 and replace with Resolution No. 2020-09 delegating authority to the Town's Purchasing Manager to determine the best method of procurement for the purchase of goods and services. The motion was approved by a vote of 6-0.

10. **Consider and act upon awarding CSP No. 2020-25-B to Pavecon Public Works, LP, related to construction services for the Cook Lane Phase 2 Improvement project; and authorizing the Town Manager to execute a construction agreement for same. (PA)**

Pete Anaya, Deputy Director of Engineering Services – Capital Projects, presented this item before the Town Council. He confirmed that the conduit that was being installed for this project is typical of conduit that has been used in other Town projects. Two lines are reserved for Town use, and the remainder is available for other users.

After discussion, Councilmember Andres made a motion and Councilmember Hodges seconded the motion to award CSP No. 2020-25-B to Pavecon Public Works, LP, related to construction services for the Cook Lane Phase 2 project; and authorize the Town Manager to execute a construction agreement for same. The motion was approved by a vote of 6-0

### **CITIZEN COMMENTS**

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

Jerry Rayburn, 1560 Blue Forest Drive, Prosper, expressed concern over the widening of FM 1461, which is adjacent to his neighborhood. He requested that safety barriers and sound abatement be installed, and for a representative from Town staff to communicate with adjacent HOAs about the ongoing progress of the project.

### **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:**

- 20. Conduct a Public Hearing, and consider and act upon a request for a Sign Waiver for Gates of Prosper, Phase 2, located on the southwest corner of Preston Road and Lovers Lane, generally to allow for signage consistent with the signage located in Gates of Prosper, Phase 1. (MD20-0001). (AG)**

Planning Manager Alex Glushko presented this item before the Town Council. The applicant is proposing a Sign Waiver to allow masonry borders and identity signing for Gates of Prosper, Phase 2, in order to allow for signage consistent with existing signage located on the east side of Preston Road in Gates of Prosper, Phase 1.

Scott Shipp, representing the applicant, Blue Star Land, provided additional information about the request, noting that the applicant is still working on the final design of the signage.

Mayor Smith opened the Public Hearing.

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

Councilmember Hodges made a motion and Councilmember Miller seconded the motion to approve the request for a Sign Waiver for Gates of Prosper, Phase 2, located

on the southwest corner of Preston Road and Lovers Lane, generally to allow for signage consistent with signage located in Phase 1. The motion was approved by a vote of 6-0.

**21. Conduct a Public Hearing, and consider and act upon an ordinance amending Planned Development-99 (PD-99), on 19.4± acres, located on the northwest corner of Mahard Parkway and US 380, generally to allow for the rental of cargo trucks as an incidental use at Longo Toyota. (Z20-0002). (AG)**

Alex Glushko presented this item before the Town Council. The current PD-99 does not allow rental of cargo trucks as an accessory use. Longo Toyota has submitted a request to allow for a maximum of five cargo trucks, a maximum of twenty-six feet in length, to be located on the north side of the dealership building for rental. The rental trucks are not permitted to be displayed along the roadway, and are limited to a specified area on the property.

Mayor Smith opened the Public Hearing.

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

Councilmember Hodges made a motion and Councilmember Ray seconded the motion to approve Ordinance No. 2020-16 amending Planned Development-99 (PD-99), on 19.4± acres, located on the northwest corner of Mahard Parkway and US 380, generally to allow for the rental of cargo trucks as an incidental use at Longo Toyota. The motion was approved by a vote of 6-0.

**22. Consider and act upon a resolution creating a Special Citizens Bond Advisory Committee for the proposed 2020 bond election and establishing a charge for the Committee; and the appointment of Committee members. (HJ)**

Town Manager Harlan Jefferson presented this item before the Town Council. The proposed resolution would create a Bond Committee comprised of Prosper citizens for the purposes of studying issues and projects related to a possible bond election in November 2020. The Committee will consider inclusion of public safety facilities, parks, recreation and leisure facilities, and street projects in a ten-year bond program not to exceed \$210 million in capital project costs.

This item was continued after the Executive Session.

**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 the Town's sign ordinance, and all matters incident and related thereto.***

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

**Section 551.074 - To discuss and review the Town Manager's performance evaluation.**

The Town Council recessed into Executive Session at 6:20 p.m.

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

The Town Council reconvened the Regular Session at 10:12 p.m. No action was taken as a result of the Closed Session.

- 22. Consider and act upon a resolution creating a Special Citizens Bond Advisory Committee for the proposed 2020 bond election and establishing a charge for the Committee; and the appointment of Committee members. (HJ)**

Town Manager Harlan Jefferson continued the presentation of this item. After discussion, Councilmember Miller made a motion and Councilmember Hodges seconded the motion to approve Resolution No. 2020-17 creating a Special Citizens Bond Advisory Committee for the proposed 2020 bond election and establishing a charge for the Committee; futher, the committee shall be composed of no more than fifteen residents of the Town of Prosper appointed at large by Town Council. The following Committee members are hereby appointed:

- Curry Vogelsang
- Ron Pyle
- Rick McGrath
- George Dupont
- Doug Charles
- Sekou Harris
- Drake Dunn
- Beth Sefcik
- David Bristol
- Melissa Randle
- Eve Henry
- Kerry Zimmerman
- Robert Griffis
- Ken Weaver
- Chris Kern

The motion was approved by a vote of 6-0.

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

- 26. Reynolds Middle School Parking. (HJ)**

Town Manager Harlan Jefferson briefed the Council on parking and safety issues adjacent to Reynolds Middle School. A proposed ordinance regulating parking near the school will be brought forward for Council consideration at a future meeting.

**Adjourn.**

The meeting was adjourned at 10:20 p.m. on Tuesday, February 25, 2020.

These minutes approved on the 24<sup>th</sup> day of March 2020.

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
**Melissa Lee, Town Secretary**

DRAFT





## COMMUNITY SERVICES

**To: Mayor and Town Council**

**From: Robyn Battle, Executive Director of Community Services**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – March 24, 2020**

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**Agenda Item:**

Consider and act upon an ordinance declaring a local state of disaster due to a public health emergency.

**Description of Agenda Item:**

On March 13, 2020, Governor Greg Abbott declared a state of disaster in all Texas counties due to the COVID-19 (coronavirus) public health emergency. On March 16, 2020, Mayor Ray Smith issued a declaration of local state of disaster in the Town of Prosper in conjunction with Collin County, Denton County, and multiple municipalities in north Texas and throughout the state. On March 19, 2020, Governor Abbott issued an Executive Order with additional restrictions, including limiting social gatherings to groups of more than ten people, and temporarily closing schools through April 3. Mayor Smith extended the Town's declaration of local state of disaster for seven days on March 20, 2020.

The COVID-19 public health emergency has resulted in the partial activation of the Town's Emergency Operations Center (EOC), the closure of certain Town facilities, and the cancellation of multiple programs, classes, and activities in an effort to slow the spread of the virus.

The proposed ordinance extends the local state of disaster for the Town of Prosper through Wednesday, May 27, 2020, unless the Town Council takes action to repeal it, or extend it to a later date. Closures or cancellations referenced in the ordinance may be modified or revoked, depending on changing conditions. Additionally, the Town Manager is authorized to direct Town staff to work from home or telecommute as needed in order to mitigate the spread of COVID-19.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Ordinance
2. March 16, 2020 Declaration of Disaster
3. March 20, 2020 Extension of Local State of Disaster

**Town Staff Recommendation:**

Town staff recommends the Town Council approve an ordinance declaring a local state of disaster due to a public health emergency.

**Proposed Motion:**

I move to approve an ordinance declaring a local state of disaster due to a public health emergency.

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, DECLARING A LOCAL STATE OF DISASTER DUE TO A PUBLIC HEALTH EMERGENCY; MAKING FINDINGS RELATED THERETO; PROVIDING AN EFFECTIVE DATE; PROVIDING AN EXPIRATION DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

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

**WHEREAS**, symptoms of COVID-19 include fever, coughing, and shortness of breath and, in some cases, the virus has caused death; and

**WHEREAS**, the Town of Prosper is taking extraordinary measures to prevent the spread of this potentially devastating disease in our community; and

**WHEREAS**, the Town of Prosper has established emergency protective measures, mitigation procedures, and emergency response plans for this type of health emergency; and

**WHEREAS**, on or about March 13, 2020, Texas Governor Greg Abbott declared a state of disaster in all Texas counties, and thereafter both Collin County Judge Chris Hill and Denton County Judge Andy Eads have declared a local state of disaster due to a public health emergency; and

**WHEREAS**, on or about Monday, March 16, 2020, Mayor Ray Smith issued a Declaration of Local State of Disaster Due to Public Health Emergency; and

**WHEREAS**, on or about Thursday, March 19, 2020, Texas Governor Greg Abbott issued Executive Order GA 08 providing further guidance in addressing COVID-19 preparedness and mitigation; and

**WHEREAS**, on or about Friday, March 20, 2020, Mayor Ray Smith extended and continued the March 16 Declaration for another seven (7) day period; however, such Extension of Declaration provided that “in the event the Town Council of the Town of Prosper shall declare a local state of disaster, this Extension of Declaration shall expire on its own terms upon the effective date of any Declaration of the Town Council of the Town of Prosper”; and

**WHEREAS**, upon approval of this Ordinance, the Declaration and Extension of Declaration expire on their own terms.

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

**SECTION 1**

All of the above findings are hereby found to be true and correct and are hereby incorporated into the body of this Ordinance as if fully set forth herein.

## **SECTION 2**

A local state of disaster due to public health emergency is hereby declared for the Town of Prosper, Texas, pursuant to Section 418.108(a) of the Texas Government Code.

## **SECTION 3**

Pursuant to Section 418.108(b) of the Texas Government Code, the state of disaster due to public health emergency shall continue from the date of adoption of this Ordinance to 11:59 p.m. on Wednesday, May 27, 2020, unless action is taken by the Town Council of the Town of Prosper, Texas, to repeal, extend or otherwise amend this Ordinance.

## **SECTION 4**

Pursuant to Section 418.108(c) of the Texas Government Code, this Ordinance declaring a local state of disaster due to public health emergency shall be given prompt and general publicity and shall be filed promptly with the Town Secretary's Office.

## **SECTION 5**

Pursuant to Section 418.108(d) of the Government Code, this Ordinance declaring a local state of disaster has resulted in the following:

- The Town's Emergency Operations Center has been partially activated, and conditions are being constantly monitored by emergency personnel.
- All Town-sponsored programs, activities and classes are suspended through March 27, 2020.
- The Prosper Public Library and the 407 Rec Center are closed through March 27, 2020.
- Prosper Municipal Court is delaying all Court proceedings until April 4, 2020.
- All closures and cancellations will be reassessed and modified as conditions change.
- Town Council and Board/Commission meetings are cancelled until further notice.
- All other Town offices will remain open during normal operating hours.

## **SECTION 6**

Closures and cancellations referenced in this Ordinance may be extended, modified or revoked until the threat posed by COVID-19 has passed, as determined by the Town Manager in consultation with the Mayor.

**SECTION 7**

The Town Manager is granted the authority to direct non-emergency Town personnel to work from home or to otherwise telecommute, as may be required, to mitigate community spread of COVID-19.

**SECTION 8**

This Ordinance hereby authorizes the Town to take any actions necessary to promote health and suppress the virus, including the quarantine of persons and occupied structures, examining and regulating hospitals, regulating ingress and egress from the Town, regulating ingress and egress to occupied structures, and insuring compliance for those who do not comply with the Town's rules, pursuant to Section 122.006 of the Texas Health and Safety Code.

**SECTION 9**

This Ordinance hereby incorporates by reference the provisions of any Executive Order or similar directive issued by the President of the United States, the Governor of the State of Texas, or the County Judge(s) of Collin County or Denton County.

**SECTION 10**

This Ordinance hereby authorizes the use of all lawfully available enforcement tools.

**SECTION 11**

Pursuant to Section 418.108(b) of the Texas Government Code, the state of disaster due to public health emergency shall continue from the date of adoption of this Ordinance to 11:59 p.m. on Wednesday, May 27, 2020, at which time it shall expire without further action by the Town Council, unless action is taken by the Town Council of the Town of Prosper, Texas, prior to the expiration date to repeal, extend or otherwise amend this Ordinance.

**SECTION 12**

This Ordinance shall become effective from and after its passage and publication.

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 24TH DAY OF MARCH, 2020.**

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**Ray Smith, Mayor**

**ATTEST:**

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**Melissa Lee, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

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**Terrence S. Welch, Town Attorney**

**TOWN OF PROSPER MAYORAL DECLARATION OF LOCAL STATE OF DISASTER  
DUE TO PUBLIC HEALTH EMERGENCY**

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

**WHEREAS**, symptoms of COVID-19 include fever, coughing, and shortness of breath and, in some cases, the virus has caused death; and

**WHEREAS**, the Town of Prosper is taking extraordinary measures to prevent the spread of this potentially devastating disease in our community; and

**WHEREAS**, the Town of Prosper has established emergency protective measures, mitigation procedures, and emergency response plans for this type of health emergency; and

**WHEREAS**, Texas Governor Greg Abbott and both Collin County Judge Chris Hill and Denton County Judge Andy Eads have declared a local disaster due to a public health emergency.

**NOW, THEREFORE, BE IT DECLARED BY THE MAYOR OF THE TOWN OF PROSPER, TEXAS, THAT:**

**SECTION 1**

A local state of disaster due to public health emergency is hereby declared for the Town of Prosper, Texas, pursuant to Section 418.108(a) of the Texas Government Code.

**SECTION 2**

Pursuant to Section 418.108(b) of the Texas Government Code, the state of disaster due to public health emergency shall continue for a period of not more than seven (7) days from the effective date of this declaration unless continued or renewed by the Town Council of the Town of Prosper, Texas.

**SECTION 3**

Pursuant to Section 418.108(c) of the Texas Government Code, this declaration of a local state of disaster due to public health emergency shall be given prompt and general publicity and shall be filed promptly with the Town Secretary's Office.

**SECTION 4**

Pursuant to Section 418.108(d) of the Government Code, this declaration of a local state of disaster has resulted the following:

- The Town's Emergency Operations Center has been partially activated, and conditions are being constantly monitored by emergency personnel.

- All Town-sponsored programs, activities, and classes are suspended through March 27.
- The Prosper Public Library and the 407 Rec Center are closed through March 27.
- Prosper Municipal Court is delaying all Court proceedings until April 14.
- All closures and cancellations will be reassessed and modified as conditions change.
- Town Council and Board/Commission meetings are cancelled until further notice.
- All other Town offices will remain open during normal operating hours.

#### **SECTION 5**

This Declaration authorizes the Town to take any actions necessary to promote health and suppress the virus, including the quarantine of persons and occupied structures, examining and regulating hospitals, regulating ingress and egress from the Town, regulating ingress and egress to occupied structures, and insuring compliance for those who do not comply with the Town's rules, pursuant to Section 122.006 of the Texas Health and Safety Code.

#### **SECTION 6**

This Declaration hereby suggests, pursuant to current Centers for Disease Control and Prevention ("CDC") guidance, that there be limits on the size of gatherings to not more than 50 people and the cancellation of gatherings of more than 50 people, until further notice is given from the CDC. A "gathering" refers generally to a scheduled event or common endeavor where 50 persons are present in a confined space, room, or area.

#### **SECTION 7**

This Declaration hereby authorizes the use of all lawfully available enforcement tools.

#### **SECTION 8**

This Declaration shall take effect immediately.

**SO DECLARED AND ORDERED** on this 16th day of March, 2020.



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



**EXTENSION OF MAYORAL DECLARATION OF LOCAL STATE OF DISASTER  
DUE TO PUBLIC HEALTH EMERGENCY**

**WHEREAS**, on or about March 16, 2020, I, Ray Smith, Mayor of the Town of Prosper, Texas, declared a local state of disaster due to a public health emergency because of coronavirus, now designated COVID-19; and

**WHEREAS**, pursuant to Section 418.108(b) of the Texas Government Code, as Mayor I am authorized to extend or continue a local state of disaster for an additional seven (7) day period; and

**WHEREAS**, I believe it is in the best interests of the Town of Prosper that the local state of disaster be extended for an additional seven (7) day period.

**NOW, THEREFORE, BE IT DECLARED BY THE MAYOR OF THE TOWN OF PROSPER, TEXAS, THAT:**

**SECTION 1**

In addition to previous actions taken in response to the COVID-19 public health emergency, this extension of a local state of disaster has resulted in the suspension of all Town-sponsored programs, activities, and classes through April 3. The Prosper Public Library, the 407 Rec Center and all Town sports field will remain closed through April 3. Town Council and Planning & Zoning Commission meetings will continue to be held; however, other non-essential Board and Commission meetings will be postponed until further notice.

**SECTION 2**

A local state of disaster due to a public health emergency, declared by me as Mayor of the Town of Prosper on or about Monday, March 16, 2020, is hereby extended and continued for another seven (7) day period, as authorized by Section 418.108(b) of the Texas Government Code, and I hereby incorporate into this Extension of Declaration all terms contained in the March 16 Declaration, except to the extent noted in Section 1, above; however, in the event the Town Council of the Town of Prosper shall declare a local state of disaster, this Extension of Declaration shall expire on its own terms upon the effective date of any Declaration of the Town Council of the Town of Prosper.

**SECTION 3**

This Extension of Declaration shall take effect immediately.

**SO DECLARED AND ORDERED** on this 20th day of March, 2020.



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

**TOWN  
SECRETARY**

**To: Mayor and Town Council**

**From: Robyn Battle, Executive Director of Community Services**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – March 24, 2020**

---

**Agenda Item:**

Consider and act upon an ordinance ordering that the General Election scheduled to be held on Saturday, May 2, 2020, be postponed to Tuesday, November 3, 2020.

**Description of Agenda Item:**

Texas Governor Greg Abbott issued a Proclamation on March 18, 2020, authorizing municipalities to postpone the May 2, 2020 due to the COVID-19 (coronavirus) public health emergency. Following the Proclamation, the Collin County and Denton County election administrators contacted all of the municipal entities within both counties with a strong recommendation to postpone the May election to November. At this time, both counties and many entities within those counties are currently under a disaster declaration, with recommendations for social distancing and limiting public gatherings. The counties are also facing a shortage of election workers and sanitation supplies to ensure that polling places and election equipment are regularly sanitized.

The Texas Secretary of State (SOS) issued an advisory shortly after the Proclamation was issued. Among other provisions, the advisory states that the postponement of the election would not reopen candidate filings, or affect the current ballot order. Other deadlines and election provisions related to the November election would apply. All three candidates were contacted via conference call after the Proclamation was issued, and they expressed support for the recommendation to postpone the election.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Ordinance
2. Proclamation
3. Secretary of State Advisory

**Town Staff Recommendation:**

Town staff recommends the Town Council approve an ordinance ordering that the General Election scheduled to be held on Saturday, May 2, 2020, be postponed to Tuesday, November 3, 2020.

**Proposed Motion:**

I move to approve an ordinance ordering that the General Election scheduled to be held on Saturday, May 2, 2020, be postponed to Tuesday, November 3, 2020.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2020-\_\_

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ORDERING THAT THE GENERAL ELECTION SCHEDULED TO BE HELD ON SATURDAY, MAY 2, 2020, BE POSTPONED TO TUESDAY, NOVEMBER 3, 2020; MAKING FINDINGS RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on or about March 13, 2020, the Governor of the State of Texas certified that the novel coronavirus (COVID-19) poses an imminent threat of disaster and, under the authority vested in the Governor by Section 418.014 of the Texas Government Code, declared a state of disaster in every county in the State of Texas; and

**WHEREAS**, on or about March 18, 2020, the Governor issued a Proclamation suspending certain sections of the Texas Election Code, among others, to allow political subdivisions of the State that would otherwise hold elections on May 2, 2020, to postpone general and special elections to the next uniform election date, November 3, 2020; and

**WHEREAS**, on or about February 11, 2020, the Town adopted Ordinance No. 2020-07 which, in part, ordered a general election for Saturday, May 2, 2020, to elect two (2) Councilmembers to the Town Council, Place 3 and Place 5; and

**WHEREAS**, it is pursuant to the authority of the Governor's March 13, 2020, disaster declaration and the March 18, 2020, proclamation that this Ordinance is adopted; *i.e.*, to postpone the Town Council general election in the Town from Saturday, May 2, 2020, to Tuesday, November 3, 2020.

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

### **SECTION 1**

All of the above findings are hereby found to be true and correct and are hereby incorporated into the body of this Ordinance as if fully set forth herein.

### **SECTION 2**

The general election scheduled for Saturday, May 2, 2020, for Place 3 and Place 5 on the Prosper Town Council is hereby postponed until Tuesday, November 3, 2020, pursuant to the authority referenced in the Preamble to this Ordinance, and it is hereby so ordered.

### **SECTION 3**

Pursuant to Election Advisory No. 2020-12, issued by the Texas Secretary of State's Office on or about March 18, 2020, this Order also makes the following findings, and incorporates them by reference into this Ordinance: (1) all candidate filings for the May 2, 2020, general election shall remain valid for the November 3, 2020, general election; (2) the filing period will not be re-opened for the November 3, 2020, general election; (3) all applications for a ballot by mail for voters who are voting by mail due to being over the age of 65 or due to disability will remain valid for the postponed election whereas all applications for

a ballot by mail based upon a voter's expected absence from the county will not be valid for the postponed election; and (4) the major relevant dates for the November 3, 2020, general election are as follows: deadline to register to vote in the November 3, 2020, election—October 5, 2020; the deadline to submit an application for a ballot by mail—October 23, 2020; and early voting—October 19, 2020, through October 30, 2020.

**SECTION 4**

This Ordinance shall become effective from and after its passage.

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 24TH DAY OF MARCH, 2020.**

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

**ATTEST:**

\_\_\_\_\_  
Melissa Lee, Town Secretary

**APPROVED AS TO FORM AND LEGALITY:**

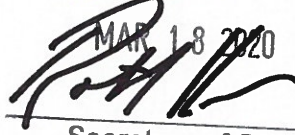
\_\_\_\_\_  
Terrence S. Welch, Town Attorney



GOVERNOR GREG ABBOTT

March 18, 2020

The Honorable Ruth R. Hughs  
Secretary of State  
State Capitol Room 1E.8  
Austin, Texas 78701

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
10:00 AM 'CLOCK  
MAR 18 2020  
  
Secretary of State

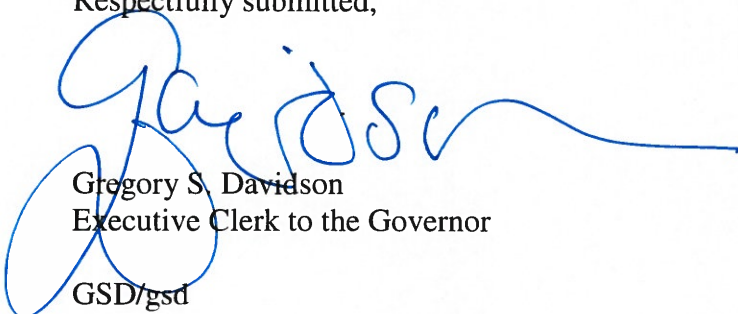
Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

A proclamation suspending Sections 41.0052(a) and (b) of the Texas Election Code and Section 49.103 of the Texas Water Code to the extent necessary to allow political subdivisions that would otherwise hold elections on May 2, 2020, to move their general and special elections for 2020 only to the next uniform election date, occurring on November 3, 2020, without otherwise adjusting the term of office, and suspending Sections 31.093 and 42.0621(c) of the Texas Election Code to the extent necessary to require all county election officers, if requested by an affected political subdivision, to enter into a contract to furnish election services with any political subdivision who postponed their election to November 3, 2020, under the authority of this proclamation.

The original of this proclamation is attached to this letter of transmittal.

Respectfully submitted,

  
Gregory S. Davidson  
Executive Clerk to the Governor  
GSD/gsd

Attachment

# PROCLAMATION

BY THE

## Governor of the State of Texas

---

**TO ALL TO WHOM THESE PRESENTS SHALL COME:**

WHEREAS, Section 41.001(a)(2) of the Texas Election Code provides that a general or special election in this state shall be held on a uniform election date, and the next uniform election date is occurring on May 2, 2020; and

WHEREAS, Section 49.103 of the Texas Water Code provides that certain districts governed by this provision are required to hold director elections in May of each even-numbered year; and

WHEREAS, Section 41.0052 of the Texas Election Code prescribes a procedure for a political subdivision to change a general election date, but the time for making such a change has expired; and

WHEREAS, Section 31.093 of the Texas Election Code requires a county elections administrator to enter into a contract to furnish election services upon request of a political subdivision; and

WHEREAS, Section 42.0621(c) of the Texas Election Code does not require a political subdivision to enter into a contract with a county or hold a joint election with a county on the November uniform election date; and

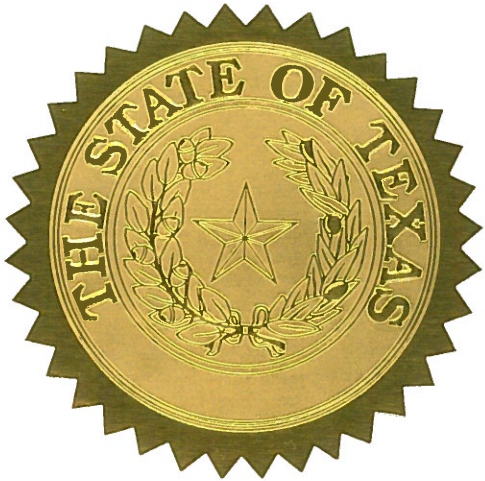
WHEREAS, on March 13, 2020, the Governor of Texas certified that the novel coronavirus (COVID-19) poses an imminent threat of disaster and, under the authority vested in the Governor by Section 418.014 of the Texas Government Code, declared a state of disaster for all counties in Texas; and

WHEREAS, pursuant to Section 418.016 of the Texas Government Code, the Governor has the express authority to suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of a state agency if strict compliance with the provisions, orders, or rules would in any way prevent, hinder, or delay necessary action in coping with a disaster.

NOW, THEREFORE, I, GREG ABBOTT, Governor of Texas, under the authority vested in me by the Constitution and Laws of the State of Texas, do hereby suspend Sections 41.0052(a) and (b) of the Texas Election Code and Section 49.103 of the Texas Water Code to the extent necessary to allow political subdivisions that would otherwise hold elections on May 2, 2020, to move their general and special elections for 2020 only to the next uniform election date, occurring on November 3, 2020, without otherwise adjusting the term of office. I further suspend Sections 31.093 and 42.0621(c) of the Texas Election Code to the extent necessary to require all county election officers, if requested by an affected political subdivision, to enter into a contract to furnish election services with any political subdivision who postponed their election to November 3, 2020, under the authority of this proclamation.

The authority ordering the election under Section 3.004 of the Texas Election Code is the authority authorized to make the decision to postpone its election in accordance with this proclamation.

Current office holders will hold over to the extent authorized by Article XVI, Section 17 of the Texas Constitution.



IN TESTIMONY WHEREOF, I have hereto signed my name and have officially caused the Seal of State to be affixed at my office in the City of Austin, Texas, this the 18th day of March, 2020.

Handwritten signature of Greg Abbott in black ink.

GREG ABBOTT  
Governor of Texas

ATTESTED BY:

Handwritten signature of Ruth R. Hughs in black ink.

RUTH R. HUGHS  
Secretary of State

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
10:00AM O'CLOCK

MAR 18 2020



Elections Division  
P.O. Box 12060  
Austin, Texas 78711-2060  
www.sos.texas.gov



Phone: 512-463-5650  
Fax: 512-475-2811  
Dial 7-1-1 For Relay Services  
(800) 252-VOTE (8683)

Ruth R. Hughs  
Secretary of State

**ELECTION ADVISORY**

**NO. 2020-12**

TO: Election Officials  
FROM: Keith Ingram, Director of Elections  
DATE: March 18, 2020  
RE: Actions for May 2, 2020 Uniform Election Date

A handwritten signature in blue ink, appearing to read "Keith Ingram", is placed over the "FROM:" line of the advisory.

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The purpose of this advisory is to provide guidance to local political subdivisions regarding their options for any general or special elections that have been ordered for the May 2, 2020 uniform election date. Pursuant to Section 418.016 of the Texas Government Code, the Governor has issued a proclamation suspending certain provisions of the Texas Election Code and the Texas Water Code to allow all local political subdivisions that are utilizing the May 2, 2020 uniform election date to postpone their election to the November 3, 2020 uniform election date. Pursuant to Texas Election Code 31.003 and 31.004, our office has issued the following guidelines for entities that choose to exercise this authority and postpone their election to the November uniform election date.

**Effect of Postponement of Election**

- **Candidate Filings:** By postponing their election date, the political subdivision is preserving all candidate filings and ballot order actions that have already been taken. The postponement does **not** have the effect of reopening candidate filings.
  - **Deadlines related to Candidate Filings, Declarations of Ineligibility, Withdrawals or Death:** The deadlines that apply to the November 3, 2020 election would apply to all candidates who are currently on the ballot for the May 2, 2020 election.
- **Ballot By Mail Requests:** All applications for a ballot by mail (ABBM) that were filed for the May 2, 2020 election that are marked annual would apply for the November 3, 2020 election. All single use ABBMs that were submitted for reasons of age or disability would still be valid for the November 3, 2020 election. If a single use ABBM was submitted and indicated the reason for voting by mail was due to absence from the county, this ABBM would not be valid as the applicable election date has changed. However, we would recommend that the political subdivision send a letter to these voters along with a new ABBM in case the circumstances

surrounding their absence from the county are still valid or the voter is otherwise eligible to vote by mail.

- **Ballots by Mail:** If a political subdivision has already sent out mail ballots, those mail ballots that are returned would still be valid for the November 3, 2020 postponed election date.
- **Election Records:** All records, including candidate filings, applications to vote by mail, ballot proofs, and printed ballots shall be retained and preserved.
  - **Printed Ballots:** If your ballots have already been printed up, you may be able to reuse them for November. However, if you must change your ballot to reflect any corrections or changes that occur between now and November, you would treat the original ballots as you would in a traditional ballot correction and those ballots should be destroyed in accordance with Section 52.0064 of the Texas Election Code.
- **Requirement to use County Election Precincts in November 2020:** Per Section 42.002 of the Texas Election Code, county election precincts are required for all elections occurring in November 2020. You will need to work with your county election officer to determine whether you need to make any modifications to your ballot in light of this requirement.
- **Requirement for County Election Officer to contract with Local Political Subdivisions:** All county election officers are required to contract with local political subdivisions that postponed their May 2, 2020 election and that request a contract for election services or a joint election agreement with their county election officer pursuant to the Governor's suspension of certain Texas Election Code provisions.
- **Office Hours:** The relevant dates for maintaining office hours for election purposes will be based on the November uniform election date rather than the May election date. Under Section 31.122 of the Texas Election Code, those office hours will need to be maintained for at least three hours each day, during regular office hours, on regular business days between September 14, 2020 and December 13, 2020. However, these entities should post contact information for individuals to contact their office about election-related issues during the timeframe that those offices may be closed over the coming months.
- **Holdovers in Public Office:** Under Art. XVI, Sec. 17 of the Texas Constitution, the individuals who currently hold public offices that are scheduled to be on the ballot on the May uniform election date will continue to exercise the duties of those offices until the new officers take their oaths of office, following the November uniform election date.
- **Campaign Finance Filings:** Please contact the Texas Ethics Commission for further guidance on how these modified timelines will affect any campaign finance reporting requirements. Their office can be reached at (512) 463-5800.
- **Candidates on the ballot in both May and November:** For candidates that may be running for two offices (one normally occurring in May and one normally occurring in November), these candidates will not be removed from the ballot as they are separate elections that are normally not occurring on the same date.

### **Required Action by Governing Body to Move Election Date**

In order to utilize this move, the governing body of the political subdivisions holding the elections must **order** the postponement of their election to the November 3, 2020 uniform election date. The order for this official action should contain the following items:

1. A reference to the proclamation that authorizes the entity to postpone their election date, and the fact that the political subdivision is exercising this authority.
2. Confirmation that the candidate filings for the election will remain valid for the election held on the November date and that the filing period will not be re-opened for the November election date.
3. Confirmation that all ABBMs for voters that are voting by mail due to being over the age of 65 or due to disability will still be valid for the postponed election, and that ABBMs for voters who submitted ABBMs based on expected absence from the county would not be valid for the postponed election.
4. The major relevant dates for the November election, including the voter registration deadline (October 5, 2020), the deadline to submit an ABBM (October 23, 2020), and the dates for early voting (October 19, 2020 – October 30, 2020).

### **Necessary Revisions to Order of Election**

In addition, the entity will need to meet by August 17, 2020 to make any necessary revisions to the entity's original order of election. Those revisions may include:

1. The change to the date of the election;
2. Any change in location of the main early voting location;
3. Any changes to early voting dates and hours, including weekend early voting;
4. Any changes to the identity of the early voting clerk and their contact information; or
5. Any changes to branch early voting locations.

If you are holding a bond election, you may need to make additional revisions to your order of election for that bond election. If this is the case, we recommend reaching out to your bond counsel for additional guidance.

### **Securing Election Records**

All election records should be stored and secured during the postponement period. This may require your entity to use preservation methods that are similar to the methods you would use during the preservation period after the election has occurred. This includes:

- Storing returned ballots by mail in locked, sealed ballot boxes.
- Securely storing any unused ballots.
- Securely retaining any relevant election records, including candidate applications and ABBMs.

### **Voting System Equipment**

If you are leasing voting system equipment from the county or directly from the vendor, then you may need to contact your vendor or your county regarding any necessary modifications to those lease agreements or to modify your procedures and timelines for receiving that equipment.

### **Open Meeting Requirements**

The Governor has suspended and modified certain open meeting requirements pursuant to his disaster declaration. These changes include allowing the entity to establish procedures for telephonic or videoconferenced meetings of governmental bodies that are accessible to the public.

These procedures must include a process for members of the public to participate and address the governmental body in those meetings, notice to the public on the means of participating remotely, and access to the public for recordings of those meetings.

For more information, please review the applicable [documentation](#) from the Governor's Office or contact the Office of the Attorney General.

### **Update Official Websites and Notify Media**

Any entities that are exercising this authority to postpone their election date must post notice on the entity's website and should alert any local media organizations regarding this change to their election date.

The entity must also provide notice to their county election officer regarding this change, as the county is required to post the entity's notice of election on the county's website no later than the 60th day before the date of the election under Election Code 4.008. If that election date will be changing due to the entity's decision to postpone the election then the entity must provide a revised notice to the county for posting on the county's website.

If you have any questions regarding this advisory, please contact the Elections Division at 1-800-252-2216.

KI:CA:CP

**DEVELOPMENT  
SERVICES**

**To: Mayor and Town Council**

**From: John Webb, AICP, Director of Development Services**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – March 24, 2020**

---

**Agenda Item:**

Consider and act upon an ordinance granting a temporary refund of fees related to building permits and the waiver of fees related to annual restaurant health permits and alcohol permits. (MD20-0004)

**Description of Agenda Item:**

In recognition of the economic impact on certain sectors of our local economy, resulting from COVID-19, staff is recommending certain fees be refunded or waived until June 30, 2020. The three (3) situations are as follows:

- 1) Refund of a building permit fee when a decision is made by the contractor or property owner not to pursue a proposed project per an issued permit. With the exception of a deposit for plan review, the fee for a building permit is not collected until the plans have been approved by staff, and the applicant is ready to build the project and requests the issuance of the permit. It is not anticipated that we will receive any significant number of requests for a refund of a new house permit fee, which is \$3,660.00 for a 4,100 square-foot home, since the builder and homeowner are ready to immediately proceed with construction. The anticipated situations are for accessory structures (permit fee of \$60.00) and swimming pools (permit fee of \$300.00), where the homeowner may need to make a last minute decision not to proceed with the project.
- 2) Restaurants have particularly been economically impacted by COVID-19. Staff is recommending a waiver of the annual restaurant health permit fee, which is \$350.00. The fee is collected to off-set the cost of two (2) comprehensive health inspections per year. When the first of the two (2) inspections is due, staff will conduct the inspection but not collect the fee.
- 3) In relation to the issues facing restaurants, staff is recommending the waiver of alcohol permit fees, which are \$60.00 or \$175.00 (collected every two years), or \$1,125.00 (collected after the third calendar year of the issuance of a mixed beverage permit for a restaurant). The amount of the fee depends on the type of TABC permit being requested.

**Budget Impact:**

While there will be a loss of revenue, it is not expected to be significant. However, staff will monitor the number and amount of refunds and waivers and provide monthly reports.

**Legal Obligations and Review:**

Town Attorney, Terrence Welch of Brown & Hofmeister, L.L.P., prepared the ordinance.

**Attached Documents:**

1. Ordinance

**Town Staff Recommendation:**

Staff recommends the Town Council approve an ordinance granting a temporary refund of fees related to building permits and the waiver of fees related to annual restaurant health permits and alcohol permits.

**Proposed Motion:**

I move to approve an ordinance granting a temporary refund of fees related to building permits and the waiver of fees related to annual restaurant health permits and alcohol permits.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2020-\_\_

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, PROVIDING UNTIL JUNE 30, 2020, FOR THE REFUND OF A PAID BUILDING PERMIT FEE, ESTABLISHED IN SUBSECTION (b), "BUILDING PERMITS AND INSPECTION FEES," OF SECTION I, "CONSTRUCTION PERMITS AND FEES"; THE WAIVER OF THE ANNUAL HEALTH PERMIT FEE FOR RESTAURANTS, ESTABLISHED IN PART (1) OF SUBSECTION (a), "FOOD ESTABLISHMENT PERMIT AND INSPECTION FEES," OF SECTION XX, "HEALTH AND SANITATION FEES"; AND THE WAIVER OF ANY FEE IMPOSED PURSUANT TO SUBSECTION 10, "ALCOHOL PERMIT FEES," OF SECTION VIII, "MISCELLANEOUS"; ALL OF THE FOREGOING PROVISIONS INCLUDED IN APPENDIX A, "FEE SCHEDULE," TO THE TOWN'S CODE OF ORDINANCES; MAKING FINDINGS; PROVIDING AN EXPIRATION DATE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, due to recent local and national economic issues, the Town has received several requests for either a refund or waiver of certain minimal permit fees; and

**WHEREAS**, in an effort to accommodate local businesses and Town residents, the Town Council has determined that it is advisable to either waive or refund certain fees provided for in the Town's Fee Schedule, attached as Exhibit A to the Town's Code of Ordinances; and

**WHEREAS**, the Town Council has further determined that the following amendments will foster and promote the development of the Town and will further the public interest.

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

### **SECTION 1**

All of the above findings are hereby found to be true and correct and are hereby incorporated into the body of this Ordinance as if fully set forth herein.

### **SECTION 2**

From and after the effective date of this Ordinance, the Director of Development Services or his/her designee is authorized to refund one hundred percent (100%) of a paid Building Permit fee, as established in Subsection (b), "Building permits and inspection fees," of Section I, "Construction permits and fees," of Appendix A, "Fee Schedule," to the Town's Code of Ordinances, with the exception of the non-refundable plan review deposit, when no work has commenced under the permit issued. The refund of the paid building permit fee shall constitute notice that the permit application has been voided.

### **SECTION 3**

From and after the effective date of this Ordinance, the Director of Development Services or his/her designee is authorized to waive the annual Health Permit fee for Restaurants, as established in Part (1) of Subsection (a), "Food establishment permit and inspection fees," of Section XX, "Health and sanitation fees," of Appendix A, "Fee Schedule," to the Town's Code of Ordinances.

**SECTION 4**

From and after the effective date of this Ordinance, the Town hereby waives the collection of any fee imposed pursuant to Subsection 10, "Alcohol permit fees," of Section VIII, "Miscellaneous," of Appendix A, "Fee Schedule," to the Town's Code of Ordinances.

**SECTION 5**

This Ordinance shall expire on June 30, 2020, without further action by the Town Council, unless action is taken by the Town Council of the Town of Prosper, Texas, prior to the expiration date to repeal, extend or otherwise amend this Ordinance.

**SECTION 6**

This Ordinance shall become effective from and after its passage.

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 24TH DAY OF MARCH, 2020.**

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

**ATTEST:**

\_\_\_\_\_  
Melissa Lee, Town Secretary

**APPROVED AS TO FORM AND LEGALITY:**

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





# MONTHLY FINANCIAL REPORT as of January 31, 2020 Budgetary Basis

Prepared by  
Finance Department

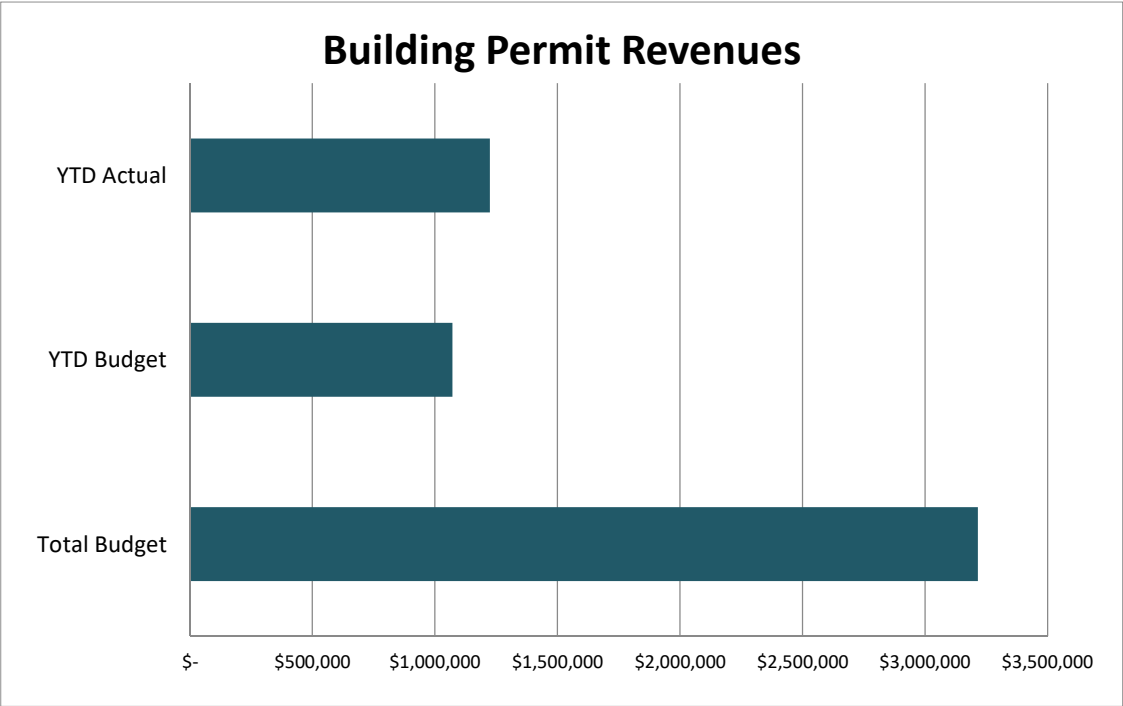
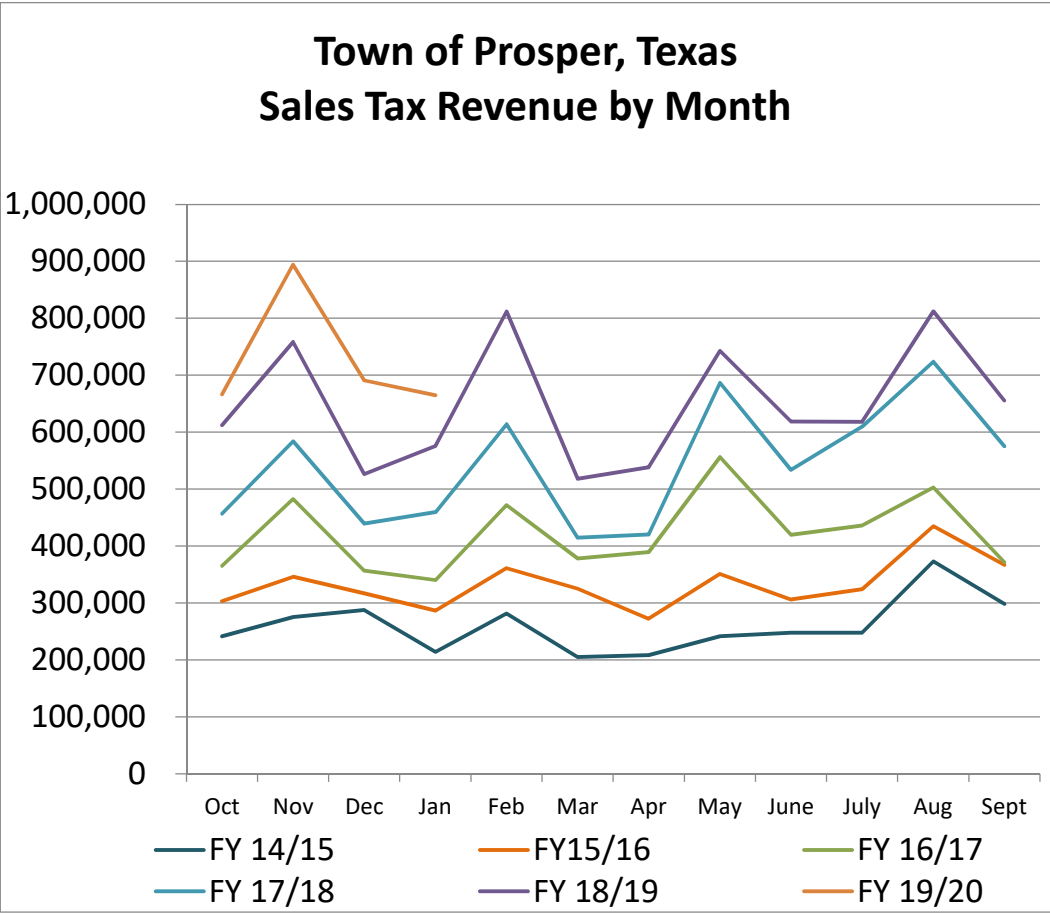
March 24, 2020

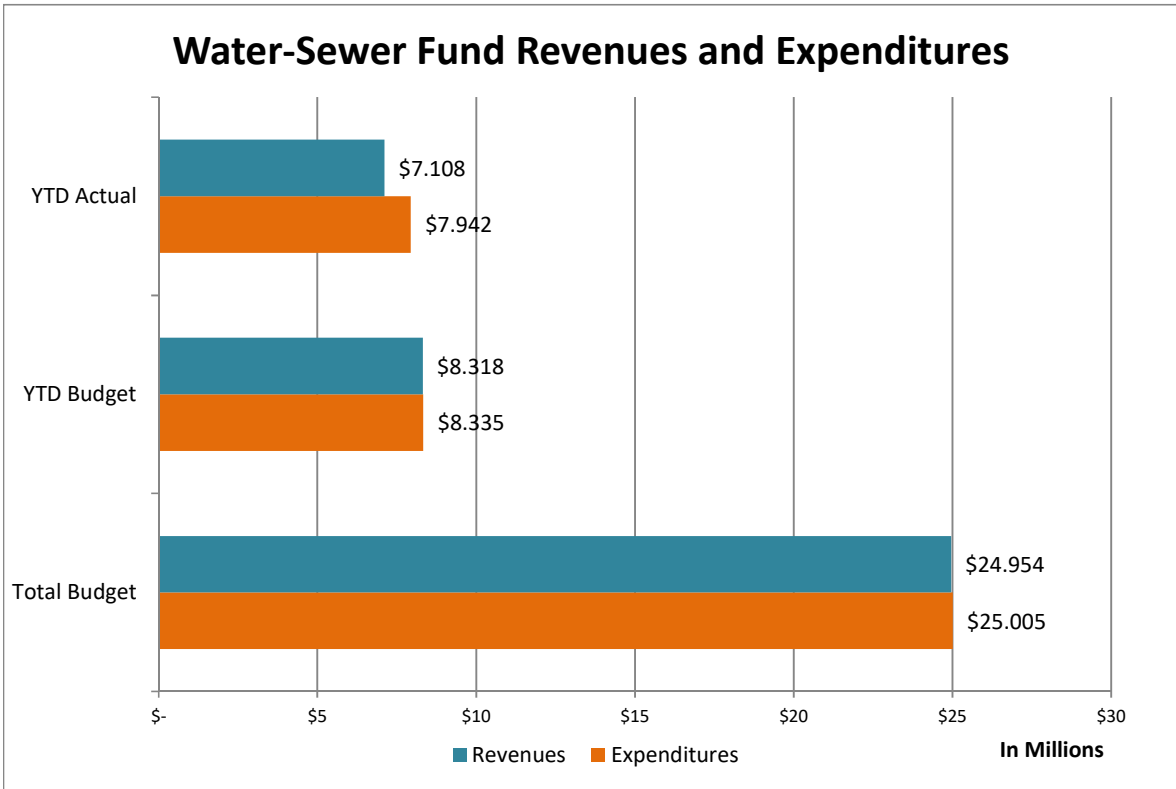
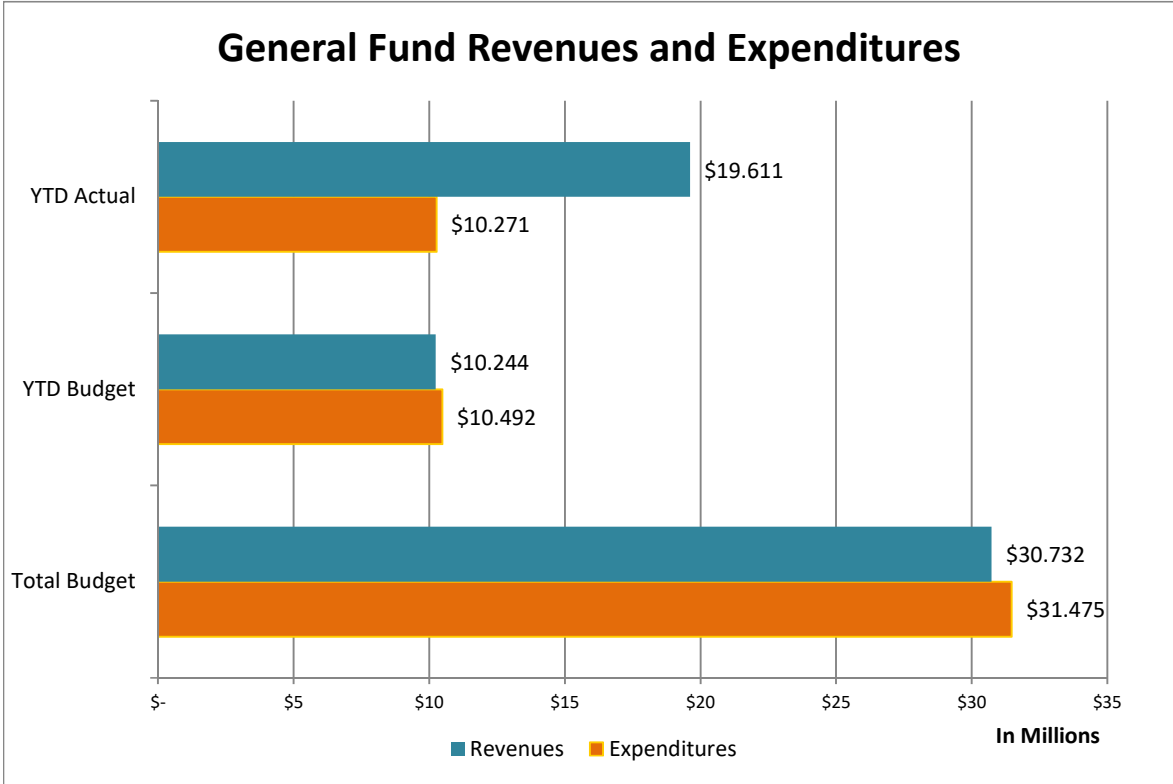
TOWN OF PROSPER, TEXAS

# MONTHLY FINANCIAL REPORT JANUARY 2020

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**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**January 31, 2020**  
**Expected Year to Date Percent 33.33%**

**GENERAL FUND**

|  | Original Budget      | Budget Adjustment     | Amended Budget       | Current Year YTD Actuals | Current Year Encumbrances | Current Remaining Budget Balance | YTD Percent | Note | Prior Year YTD Actuals | Change from Prior Year |
|--|----------------------|-----------------------|----------------------|--------------------------|---------------------------|----------------------------------|-------------|------|------------------------|------------------------|
| <b>REVENUES</b>  |                      |                       |                      |                          |                           |                                  |             |      |                        |                        |
| Property Taxes   | \$ 16,570,933        | \$ -                  | \$ 16,570,933        | \$ 14,838,409            | \$ -                      | \$ 1,732,524                     | 90%         | 1    | \$ 12,519,516          | 19%                    |
| Sales Taxes  | 5,011,936            | -                     | 5,011,936            | 1,817,004                | -                         | 3,194,932                        | 36%         | 5    | 2,003,278              | -9%                    |
| Franchise Fees   | 1,731,375            | -                     | 1,731,375            | 293,436                  | -                         | 1,437,939                        | 17%         | 2    | 267,419                | 10%                    |
| Building Permits   | 3,215,472            | -                     | 3,215,472            | 1,223,839                | -                         | 1,991,633                        | 38%         |      | 833,088                | 47%                    |
| Other Licenses, Fees & Permits                           | 1,089,881            | -                     | 1,089,881            | 565,172                  | -                         | 524,709                          | 52%         |      | 285,828                | 98%                    |
| Charges for Services                                     | 428,997              | -                     | 428,997              | 159,683                  | -                         | 269,314                          | 37%         |      | 121,093                | 32%                    |
| Fines & Warrants   | 474,163              | -                     | 474,163              | 128,923                  | -                         | 345,240                          | 27%         |      | 145,087                | -11%                   |
| Intergovernmental Revenue (Grants)                       | 54,000               | 404,672               | 458,672              | 2,318                    | -                         | 456,354                          | 1%          | 6    | 2,530                  | -8%                    |
| Investment Income  | 300,249              | -                     | 300,249              | 111,714                  | -                         | 188,535                          | 37%         |      | 111,374                | 0%                     |
| Transfers In   | 989,087              | -                     | 989,087              | 329,696                  | -                         | 659,391                          | 33%         |      | 293,847                | 12%                    |
| Miscellaneous  | 201,447              | 15,000                | 216,447              | 76,745                   | -                         | 139,702                          | 35%         |      | 159,896                | -52%                   |
| Park Fees  | 245,280              | -                     | 245,280              | 64,253                   | -                         | 181,027                          | 26%         |      | 30,321                 | 112%                   |
| <b>Total Revenues</b>                                    | <b>\$ 30,312,820</b> | <b>\$ 419,672</b>     | <b>\$ 30,732,492</b> | <b>\$ 19,611,191</b>     | <b>\$ -</b>               | <b>\$ 11,121,301</b>             | <b>64%</b>  |      | <b>\$ 16,773,275</b>   | <b>17%</b>             |
| <b>EXPENDITURES</b>                                      |                      |                       |                      |                          |                           |                                  |             |      |                        |                        |
| Administration   | \$ 5,442,762         | \$ (53,996)           | \$ 5,388,766         | \$ 1,726,117             | \$ 754,579                | \$ 2,908,070                     | 46%         | 3    | \$ 2,909,084           | -41%                   |
| Police   | 5,496,662            | 134,545               | 5,631,207            | 1,494,834                | 237,528                   | 3,898,845                        | 31%         |      | 1,167,921              | 28%                    |
| Fire/EMS   | 6,384,111            | 1,043,401             | 7,427,512            | 2,387,271                | 141,381                   | 4,898,861                        | 34%         |      | 2,273,248              | 5%                     |
| Public Works   | 2,963,896            | 249,840               | 3,213,736            | 1,849,519                | 343,532                   | 1,020,685                        | 68%         | 4    | 847,103                | 118%                   |
| Community Services                                       | 4,631,138            | 105,060               | 4,736,198            | 1,449,671                | 368,969                   | 2,917,558                        | 38%         | 3    | 974,168                | 49%                    |
| Development Services                                     | 3,211,836            | 26,403                | 3,238,239            | 861,931                  | 702,210                   | 1,674,098                        | 48%         | 3    | 778,159                | 11%                    |
| Engineering  | 1,734,793            | 104,576               | 1,839,369            | 501,528                  | 54,683                    | 1,283,158                        | 30%         |      | 298,869                | 68%                    |
| <b>Total Expenses</b>                                    | <b>\$ 29,865,198</b> | <b>\$ 1,609,829</b>   | <b>\$ 31,475,027</b> | <b>\$ 10,270,871</b>     | <b>\$ 2,602,881</b>       | <b>\$ 18,601,275</b>             | <b>41%</b>  |      | <b>\$ 9,248,550</b>    | <b>11%</b>             |
| <b>REVENUE OVER (UNDER) EXPENDITURES</b>                 | <b>\$ 447,622</b>    | <b>\$ (1,190,157)</b> | <b>\$ (742,535)</b>  | <b>\$ 9,340,320</b>      |                           |                                  |             |      | <b>\$ 7,524,725</b>    |                        |
| Beginning Fund Balance October 1-Unassigned/Unrestricted |                      |                       | 9,881,492            | 9,881,492                |                           |                                  |             |      | 8,139,265              |                        |
| Ending Fund Balance                                      |                      |                       | <u>\$ 9,138,957</u>  | <u>\$ 19,221,812</u>     |                           |                                  |             |      | <u>\$ 15,663,990</u>   |                        |

**Notes**

- 1 Property taxes are billed in October and the majority of collections occur December through February.
- 2 Franchise fees and other various license and fees are paid quarterly or annually.
- 3 Departments encumber funds for contracts that usually reflect the entire budget which is why we see budgets exceed the expected 1/4 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.
- 6 Grant revenues are recorded when received. The largest grant revenue expected is for the fire SAFER grant. First quarter reporting has not yet been processed.

**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**January 31, 2020**  
**Expected Year to Date Percent 33.33%**

**WATER-SEWER FUND**

|  | Original Budget      | Budget Adjustment  | Amended Budget       | Current Year YTD Actual | Current Year Encumbrances | Current Remaining Budget Balance | YTD Percent | Note | Prior Year YTD Actual | Change from Prior Year |
|--|----------------------|--------------------|----------------------|-------------------------|---------------------------|----------------------------------|-------------|------|-----------------------|------------------------|
| <b>REVENUES</b>                          |                      |                    |                      |                         |                           |                                  |             |      |                       |                        |
| Water Charges for Services               | \$ 13,623,413        | \$ -               | \$ 13,623,413        | \$ 3,910,568            | \$ -                      | \$ 9,712,845                     | 29%         |      | \$ 2,614,295          | 50%                    |
| Sewer Charges for Services               | 7,051,798            | -                  | 7,051,798            | 2,422,416               | -                         | 4,629,382                        | 34%         |      | 2,103,953             | 15%                    |
| Sanitation Charges for Services          | 1,377,830            | -                  | 1,377,830            | 435,689                 | -                         | 942,141                          | 32%         |      | 401,387               | 9%                     |
| Licenses, Fees & Permits                 | 54,258               | -                  | 54,258               | 62,594                  | -                         | (8,336)                          | 115%        | 3    | 49,237                | 27%                    |
| Water Penalties                          | 1,675                | -                  | 1,675                | 700                     | -                         | 975                              | 42%         |      | 425                   | 65%                    |
| Utility Billing Penalties                | 112,200              | -                  | 112,200              | 34,682                  | -                         | 77,518                           | 31%         |      | 50,966                | -32%                   |
| Investment Income                        | 142,024              | -                  | 142,024              | 68,973                  | -                         | 73,051                           | 49%         |      | 62,378                | 11%                    |
| Other                                    | 2,590,428            | -                  | 2,590,428            | 171,998                 | -                         | 2,418,430                        | 7%          |      | 124,247               | 38%                    |
| <b>Total Revenues</b>                    | <b>\$ 24,953,626</b> | <b>\$ -</b>        | <b>\$ 24,953,626</b> | <b>\$ 7,107,619</b>     | <b>\$ -</b>               | <b>\$ 17,846,007</b>             | <b>28%</b>  |      | <b>\$ 5,406,890</b>   | <b>31%</b>             |
| <b>EXPENDITURES</b>                      |                      |                    |                      |                         |                           |                                  |             |      |                       |                        |
| Administration                           | \$ 2,396,949         | \$ (16,575)        | \$ 2,380,374         | \$ 692,237              | \$ 99,369                 | \$ 1,588,769                     | 33%         |      | \$ 1,069,761          | -35%                   |
| Debt Service                             | 3,930,237            | -                  | 3,930,237            | -                       | 3,930,237                 | -                                | 100%        | 1    | 1,468,385             |                        |
| Water Purchases                          | 5,690,642            | (100,000)          | 5,590,642            | 1,301,560               | -                         | 4,289,082                        | 23%         |      | 1,695,454             | -23%                   |
| Public Works                             | 12,938,373           | 165,121            | 13,103,494           | 5,948,395               | 563,333                   | 6,591,766                        | 50%         | 2    | 2,951,053             | 102%                   |
| <b>Total Expenses</b>                    | <b>\$ 24,956,201</b> | <b>\$ 48,546</b>   | <b>\$ 25,004,747</b> | <b>\$ 7,942,192</b>     | <b>\$ 4,592,939</b>       | <b>\$ 12,469,617</b>             | <b>50%</b>  |      | <b>\$ 7,184,653</b>   | <b>11%</b>             |
| <b>REVENUE OVER (UNDER) EXPENDITURES</b> | <b>\$ (2,575)</b>    | <b>\$ (48,546)</b> | <b>\$ (51,121)</b>   | <b>\$ (834,572)</b>     |                           |                                  |             |      | <b>\$ (1,777,763)</b> |                        |
| Beginning Working Capital October 1      |                      |                    | 8,069,636            | 8,069,636               |                           |                                  |             |      | 7,869,816             |                        |
| Ending Working Capital                   |                      |                    | <u>\$ 8,018,515</u>  | <u>\$ 7,235,064</u>     |                           |                                  |             |      | <u>\$ 6,092,053</u>   |                        |

**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.

|                                       | Jan-20                                      |               | Jan-19       |              | Growth %<br>Change |           | Average Monthly | Average Cumulative |
|---------------------------------------|---|---------------|--------------|--------------|--------------------|-----------|-----------------|--------------------|
|                                       | WATER                                       | SEWER         | WATER        | SEWER        |                    |           |                 |                    |
| # of Accts Residential                | 8,719                                       | 8,036         | 7,889        | 7,214        | 10.94%             | October   | 10.0%           |                    |
| # of Accts Commercial                 | 318   | 279           | 324          | 241          | 5.66%              | November  | 16.8%           |                    |
| Consumption-Residential               | 52,225,740                                  | 49,571,024    | 45,559,140   | 47,875,505   | 8.95%              | December  | 22.4%           |                    |
| Consumption-Commercial                | 7,004,610                                   | 5,794,080     | 8,525,360    | 4,904,970    | -4.70%             | January   | 27.2%           |                    |
| Average Residential Water Consumption | 5,990                                       |               | 5,775        |              | 3.72%              | February  | 31.8%           |                    |
| Billed (\$) Residential               | \$407,290.47                                |               | \$357,146.09 |              |                    | March     | 35.9%           |                    |
| Billed (\$) Commercial                | \$64,811.51                                 |               | \$77,706.64  |              |                    | April     | 42.3%           |                    |
| Total Billed (\$)                     | \$472,101.98                                | \$516,128.32  | \$434,852.73 | \$477,875.96 | 8.27%              | May       | 49.4%           |                    |
|                                       |   |               |              |              |                    | June      | 58.8%           |                    |
|                                       |   |               |              |              |                    | July      | 70.6%           |                    |
|                                       |   |               |              |              |                    | August    | 86.3%           |                    |
|                                       |   |               |              |              |                    | September | 100.0%          |                    |
| <b>Rainfall</b>                       | <i>Average rainfall for January is 2.13</i> |               |              |              |                    |           |                 |                    |
|                                       | 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 |              | 12.69        |                    |           |                 |                    |
|                                       | Oct-19                                      | 4.42          | Oct-18       | 15.66        |                    |           |                 |                    |
|                                       | Nov-19                                      | 1.80          | Nov-18       | 0.86         |                    |           |                 |                    |
|                                       | Dec-19                                      | 1.17          | Dec-18       | 4.55         |                    |           |                 |                    |
|                                       | Jan-20                                      | 5.00          | Jan-19       | 1.58         |                    |           |                 |                    |

**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**January 31, 2020**  
**Expected Year to Date Percent 33.33%**

**DEBT SERVICE FUND**

|                                   | Original Budget | Budget Adjustment | Amended Budget      | Current Year YTD Actual | Current Year Encumbrances | Current Remaining Budget Balance | YTD Percent | Note | Prior Year YTD Actual | Change from Prior Year |
|-----------------------------------|-----------------|-------------------|---------------------|-------------------------|---------------------------|----------------------------------|-------------|------|-----------------------|------------------------|
| <b>REVENUES</b>                   |                 |                   |                     |                         |                           |                                  |             |      |                       |                        |
| Property Taxes-Delinquent         | \$ 185,713      | \$ -              | \$ 185,713          | \$ 121,058              | \$ -                      | \$ 64,655                        | 65%         | 1    | \$ 61,608             | 96%                    |
| Property Taxes-Current            | 6,625,000       | -                 | 6,625,000           | 6,017,925               | -                         | 607,075                          | 91%         | 1    | 5,128,435             | 17%                    |
| Taxes-Penalties                   | 45,000          | -                 | 45,000              | 19,136                  | -                         | 25,864                           | 43%         | 1    | 10,861                | 76%                    |
| Interest Income                   | 45,000          | -                 | 45,000              | 48,311                  | -                         | (3,311)                          | 107%        |      | 35,464                | 36%                    |
| Total Revenues                    | \$ 6,900,713    | \$ -              | \$ 6,900,713        | \$ 6,206,431            | \$ -                      | \$ 694,282                       | 90%         |      | \$ 5,236,368          | 19%                    |
| <b>EXPENDITURES</b>               |                 |                   |                     |                         |                           |                                  |             |      |                       |                        |
| 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    | 185,000               | -                      |
| 2012 CO Bond Payment              | -               | -                 | -                   | -                       | -                         | -                                | -           |      | 58,650                | -                      |
| 2013 GO Refunding Bond            | 165,000         | -                 | 165,000             | -                       | 165,000                   | -                                | 100%        | 2    | -                     | -                      |
| Bond Administrative Fees          | 20,000          | -                 | 20,000              | -                       | -                         | 20,000                           | 0%          |      | -                     | -                      |
| 2014 GO Bond Payment              | 280,000         | -                 | 280,000             | -                       | 280,000                   | -                                | 100%        | 2    | -                     | -                      |
| 2015 GO Bond Payment              | 500,100         | -                 | 500,100             | -                       | 500,100                   | -                                | 100%        | 2    | 175,000               | -                      |
| 2015 CO Bond Payment              | 215,000         | -                 | 215,000             | -                       | 215,000                   | -                                | 100%        | 2    | 60,000                | -                      |
| 2016 GO Debt Payment              | 616,500         | -                 | 616,500             | -                       | 616,500                   | -                                | 100%        | 2    | 946,800               | -                      |
| 2016 CO Debt Payment              | 45,000          | -                 | 45,000              | -                       | 45,000                    | -                                | 100%        | 2    | 90,000                | -                      |
| 2017 CO Debt Payment              | -               | -                 | -                   | -                       | -                         | -                                | -           |      | 355,000               | -                      |
| 2017 GO Debt Payment              | 405,000         | -                 | 405,000             | -                       | 405,000                   | -                                | 100%        | 2    | 35,000                | -                      |
| 2018 GO Debt Payment              | 135,000         | -                 | 135,000             | -                       | 135,000                   | -                                | 100%        | 2    | 115,000               | -                      |
| 2018 CO Debt Payment              | 160,000         | -                 | 160,000             | -                       | 160,000                   | -                                | 100%        | 2    | 895,000               | -                      |
| 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    | 1,413,704             | -                      |
| Total Expenditures                | \$ 7,022,740    | \$ -              | \$ 7,022,740        | \$ -                    | \$ 7,002,740              | \$ 20,000                        | 100%        |      | \$ 4,329,154          | -                      |
| REVENUE OVER (UNDER) EXPENDITURES | \$ (122,027)    | \$ -              | \$ (122,027)        | \$ 6,206,431            |                           |                                  |             |      | \$ 907,214            |                        |
| Beginning Fund Balance October 1  |                 |                   | 2,556,812           | 2,556,812               |                           |                                  |             |      | 2,558,230             |                        |
| Ending Fund Balance Current Month |                 |                   | <u>\$ 2,434,785</u> | <u>\$ 8,763,243</u>     |                           |                                  |             |      | <u>\$ 3,465,444</u>   |                        |

**Notes**

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

**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**January 31, 2020**  
**Expected Year to Date Percent 33.33%**

**CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT**

|                                   | Original Budget | Budget Adjustment | Amended Budget    | Current Year YTD Actual | Current Year Encumbrances | Current Remaining Budget Balance | YTD Percent | Note | Prior Year YTD Actual | Change from Prior Year |
|-----------------------------------|-----------------|-------------------|-------------------|-------------------------|---------------------------|----------------------------------|-------------|------|-----------------------|------------------------|
| <b>REVENUES</b>                   |                 |                   |                   |                         |                           |                                  |             |      |                       |                        |
| Sales Tax - Town                  | \$ 1,338,204    | \$ -              | \$ 1,338,204      | \$ 473,779              | \$ -                      | \$ 864,425                       | 35%         | 2    | \$ 174,324            | 172%                   |
| Interest Income                   | 5,000           | -                 | 5,000             | 57                      | -                         | 4,943                            | 1%          | 1    | -                     |                        |
| Other                             | -               | -                 | -                 | -                       | -                         | -                                |             |      | -                     |                        |
| Total Revenue                     | \$ 1,343,204    | \$ -              | \$ 1,343,204      | \$ 473,836              | \$ -                      | \$ 869,368                       | 35%         |      | \$ 174,324            |                        |
| <b>EXPENDITURES</b>               |                 |                   |                   |                         |                           |                                  |             |      |                       |                        |
| Personnel                         | \$ 1,308,204    | \$ 18,951         | \$ 1,327,155      | \$ 404,601              | \$ -                      | \$ 922,554                       | 30%         |      | \$ 401,471            | 1%                     |
| Other                             | -               | -                 | -                 | 48                      | -                         | (48)                             |             |      | 15,813                |                        |
| Total Expenditures                | \$ 1,308,204    | \$ 18,951         | \$ 1,327,155      | \$ 404,649              | \$ -                      | \$ 922,506                       | 30%         |      | \$ 417,284            |                        |
| REVENUE OVER (UNDER) EXPENDITURES | \$ 35,000       | \$ (18,951)       | \$ 16,049         | \$ 69,187               |                           |                                  |             |      | \$ (242,960)          |                        |
| Beginning Fund Balance October 1  |                 |                   | 170,443           | 170,443                 |                           |                                  |             |      | -                     |                        |
| Ending Fund Balance Current Month |                 |                   | <u>\$ 186,492</u> | <u>\$ 239,630</u>       |                           |                                  |             |      | <u>\$ (242,960)</u>   |                        |

Notes

- 1 Due to a negative cash position interest had not been allocated prior to December
- 2 The first month of sales tax collection in the prior year was December.



**TOWN OF PROSPER, TEXAS**  
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**FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES SEPCIAL PURPOSE DISTRICT**

|                                   | Original Budget | Budget Adjustment | Amended Budget   | Current Year YTD Actual | Current Year Encumbrances | Current Remaining Budget Balance | YTD Percent | Note | Prior Year YTD Actual | Change from Prior Year |
|-----------------------------------|-----------------|-------------------|------------------|-------------------------|---------------------------|----------------------------------|-------------|------|-----------------------|------------------------|
| <b>REVENUES</b>                   |                 |                   |                  |                         |                           |                                  |             |      |                       |                        |
| Sales Tax - Town                  | \$ 1,338,204    | \$ -              | \$ 1,338,204     | \$ 472,878              | \$ -                      | \$ 865,326                       | 35%         | 2    | \$ 174,054            | 172%                   |
| Interest Income                   | 5,000           | -                 | 5,000            | -                       | -                         | 5,000                            | 0%          | 1    | -                     |                        |
| Other                             | -               | -                 | -                | -                       | -                         | -                                |             |      | -                     |                        |
| Total Revenue                     | \$ 1,343,204    | \$ -              | \$ 1,343,204     | \$ 472,878              | \$ -                      | \$ 870,326                       | 35%         |      | \$ 174,054            |                        |
| <b>EXPENDITURES</b>               |                 |                   |                  |                         |                           |                                  |             |      |                       |                        |
| Personnel                         | \$ 1,308,204    | \$ -              | \$ 1,326,274     | \$ 484,982              | \$ -                      | \$ 841,292                       | 37%         |      | \$ 412,474            | 18%                    |
| Other                             | -               | -                 | -                | 48                      | -                         | (48)                             |             |      | 12,999                |                        |
| Total Expenditures                | \$ 1,308,204    | \$ -              | \$ 1,326,274     | \$ 485,030              | \$ -                      | \$ 841,244                       | 37%         |      | \$ 425,473            |                        |
| REVENUE OVER (UNDER) EXPENDITURES | \$ 35,000       | \$ -              | \$ 16,930        | \$ (12,152)             |                           |                                  |             |      | \$ (251,419)          |                        |
| Beginning Fund Balance October 1  |                 |                   | 15,585           | 15,585                  |                           |                                  |             |      | -                     |                        |
| Ending Fund Balance Current Month |                 |                   | <u>\$ 32,515</u> | <u>\$ 3,433</u>         |                           |                                  |             |      | <u>\$ (251,419)</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.

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**VEHICLE AND EQUIPMENT REPLACEMENT FUND**

|  | Original Budget     | Budget Adjustment   | Amended Budget      | Current Year YTD Actual | Current Year Encumbrances | Current Remaining Budget Balance | YTD Percent | Note | Prior Year YTD Actual | Change from Prior Year |
|--|---------------------|---------------------|---------------------|-------------------------|---------------------------|----------------------------------|-------------|------|-----------------------|------------------------|
| <b>REVENUES</b>                          |                     |                     |                     |                         |                           |                                  |             |      |                       |                        |
| 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              | 27,582                  | -                         | 2,418                            | 92%         |      | 19,043                | 45%                    |
| Transfers In                             | 1,913,713           | 108,969             | 2,022,682           | 674,227                 | -                         | 1,348,455                        | 33%         |      | 532,654               | 27%                    |
| <b>Total Revenue</b>                     | <b>\$ 2,251,101</b> | <b>\$ 108,969</b>   | <b>\$ 2,360,070</b> | <b>\$ 702,029</b>       | <b>\$ -</b>               | <b>\$ 1,658,041</b>              | <b>30%</b>  |      | <b>\$ 593,108</b>     | <b>18%</b>             |
| <b>EXPENDITURES</b>                      |                     |                     |                     |                         |                           |                                  |             |      |                       |                        |
| Vehicle Replacement                      | \$ 787,517          | \$ 524,275          | \$ 1,311,792        | \$ 311,259              | \$ 770,444                | \$ 230,089                       | 82%         | 2    | \$ 571                | 54417%                 |
| Equipment Replacement                    | 26,000              | -                   | 26,000              | -                       | -                         | 26,000                           | 0%          |      | 292,910               | -100%                  |
| Technology Replacement                   | 82,650              | -                   | 82,650              | 2,566                   | 45,983                    | 34,101                           | 59%         | 2    | (41)                  | -6297%                 |
| <b>Total Expenditures</b>                | <b>\$ 896,167</b>   | <b>\$ 524,275</b>   | <b>\$ 1,420,442</b> | <b>\$ 313,825</b>       | <b>\$ 816,427</b>         | <b>\$ 290,189</b>                | <b>80%</b>  |      | <b>\$ 293,439</b>     |                        |
| <b>REVENUE OVER (UNDER) EXPENDITURES</b> | <b>\$ 1,354,934</b> | <b>\$ (415,306)</b> | <b>\$ 939,628</b>   | <b>\$ 388,204</b>       |                           |                                  |             |      | <b>\$ 299,669</b>     |                        |
| Beginning Fund Balance October 1         |                     |                     | 5,076,857           | 5,076,857               |                           |                                  |             |      | 2,337,780             |                        |
| Ending Fund Balance Current Month        |                     |                     | <u>\$ 6,016,485</u> | <u>\$ 5,465,061</u>     |                           |                                  |             |      | <u>\$ 2,637,449</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.

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**STORM DRAINAGE UTILITY FUND**

|                                      | Original Budget | Budget Adjustment | Amended Budget    | Current Year YTD Actual | Current Year Encumbrances | Current Remaining Budget Balance | YTD Percent | Note | Prior Year YTD Actual | Change from Prior Year |
|--------------------------------------|-----------------|-------------------|-------------------|-------------------------|---------------------------|----------------------------------|-------------|------|-----------------------|------------------------|
| <b>REVENUES</b>                      |                 |                   |                   |                         |                           |                                  |             |      |                       |                        |
| Storm Drainage Utility Fee           | \$ 627,156      | \$ -              | \$ 627,156        | \$ 216,019              | \$ -                      | \$ 411,137                       | 34%         |      | \$ 198,127            | 9%                     |
| Drainage Review Fee                  | 6,000           | -                 | 6,000             | 850                     | -                         | 5,150                            | 14%         |      | -                     |                        |
| Interest Income                      | 5,000           | -                 | 5,000             | 4,137                   | -                         | 863                              | 83%         |      | 595                   | 596%                   |
| Other Revenue                        | -               | -                 | -                 | -                       | -                         | -                                |             |      | -                     |                        |
| Total Revenue                        | \$ 638,156      | \$ -              | \$ 638,156        | \$ 221,006              | \$ -                      | \$ 417,150                       | 35%         |      | \$ 198,722            | 11%                    |
| <b>EXPENDITURES</b>                  |                 |                   |                   |                         |                           |                                  |             |      |                       |                        |
| Personnel Services                   | \$ 166,833      | \$ 721            | \$ 167,554        | \$ 58,903               | \$ -                      | \$ 108,651                       | 35%         |      | \$ 52,592             | 12%                    |
| Debt Service                         | 248,641         | -                 | 248,641           | -                       | 248,641                   | -                                | 100%        | 1    | -                     |                        |
| Operating Expenditures               | 126,700         | -                 | 126,700           | 8,005                   | -                         | 118,695                          | 6%          |      | 2,947                 | 172%                   |
| Transfers Out                        | 100,135         | -                 | 100,135           | 33,378                  | -                         | 66,757                           | 33%         |      | 571,929               | -94%                   |
| Total Expenses                       | \$ 642,309      | \$ 721            | \$ 643,030        | \$ 100,286              | \$ 248,641                | \$ 294,103                       | 54%         |      | \$ 627,468            | -84%                   |
| REVENUE OVER (UNDER) EXPENDITURES    | \$ (4,153)      | \$ (721)          | \$ (4,874)        | \$ 120,720              |                           |                                  |             |      | \$ (428,746)          |                        |
| Beginning Working Capital October 1  |                 |                   | 477,466           | 477,466                 |                           |                                  |             |      | (38,549)              |                        |
| Ending Working Capital Current Month |                 |                   | <u>\$ 472,592</u> | <u>\$ 598,186</u>       |                           |                                  |             |      | <u>\$ (467,295)</u>   |                        |

**Notes**

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

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**PARK DEDICATION AND IMPROVEMENT FUNDS**

|  | Original Budget   | Budget Adjustment   | Amended Budget      | Current Year YTD Actual | Current Year Encumbrances | Current Remaining Budget Balance | YTD Percent | Note | Prior Year YTD Actual | Change from Prior Year |
|--|-------------------|---------------------|---------------------|-------------------------|---------------------------|----------------------------------|-------------|------|-----------------------|------------------------|
| <b>REVENUES</b>                          |                   |                     |                     |                         |                           |                                  |             |      |                       |                        |
| Park Dedication-Fees                     | \$ 200,000        | \$ -                | \$ 200,000          | \$ -                    | \$ -                      | \$ 200,000                       | 0%          |      | \$ 156,126            |                        |
| Park Improvements                        | 100,000           | -                   | 100,000             | -                       | -                         | 100,000                          | 0%          |      | 8,384                 |                        |
| Contributions/Grants                     | 500,000           | -                   | 500,000             | -                       | -                         | 500,000                          | 0%          |      | -                     |                        |
| Interest-Park Dedication                 | 25,000            | -                   | 25,000              | 13,213                  | -                         | 11,787                           | 53%         |      | 6,025                 | 119%                   |
| Interest-Park Improvements               | 15,000            | -                   | 15,000              | 11,668                  | -                         | 3,332                            | 78%         |      | 8,126                 | 44%                    |
| <b>Total Revenue</b>                     | <b>\$ 840,000</b> | <b>\$ -</b>         | <b>\$ 840,000</b>   | <b>\$ 24,882</b>        | <b>\$ -</b>               | <b>\$ 815,118</b>                | <b>3%</b>   |      | <b>\$ 178,661</b>     | <b>-86%</b>            |
| <b>EXPENDITURES</b>                      |                   |                     |                     |                         |                           |                                  |             |      |                       |                        |
| Developer Reimbursement-Park Imp         | \$ 15,955         | \$ -                | \$ 15,955           | \$ -                    | \$ -                      | \$ 15,955                        |             |      | \$ -                  |                        |
| Hike & Bike Master Plan                  | -                 | 56,188              | 56,188              | 12,704                  | 51,500                    | (8,016)                          | 114%        | 1    | -                     |                        |
| Cockrell Park Trail Connection           | 500,000           | 35,200              | 535,200             | 12,670                  | 35,200                    | 487,330                          | 9%          |      | -                     |                        |
| Hays Park                                | 35,000            | 18,500              | 53,500              | -                       | 18,500                    | 35,000                           | 35%         | 1    | 6,000                 | -100%                  |
| Pecan Grove H&B Trail                    | 30,000            | -                   | 30,000              | -                       | -                         | 30,000                           | 0%          |      | -                     |                        |
| Pecan Grove                              | 85,000            | -                   | 85,000              | -                       | -                         | 85,000                           | 0%          |      | -                     |                        |
| Transfers Out                            | -                 | -                   | -                   | -                       | -                         | -                                |             |      | -                     |                        |
| <b>Total Expenses</b>                    | <b>\$ 665,955</b> | <b>\$ 109,888</b>   | <b>\$ 775,843</b>   | <b>\$ 25,374</b>        | <b>\$ 105,200</b>         | <b>\$ 645,269</b>                | <b>17%</b>  |      | <b>\$ 6,000</b>       | <b>323%</b>            |
| <b>REVENUE OVER (UNDER) EXPENDITURES</b> | <b>\$ 174,045</b> | <b>\$ (109,888)</b> | <b>\$ 64,158</b>    | <b>\$ (492)</b>         |                           |                                  |             |      | <b>\$ 172,661</b>     |                        |
| Beginning Fund Balance October 1         |                   |                     | 2,782,069           | 2,782,069               |                           |                                  |             |      | 1,857,785             |                        |
| Ending Fund Balance Current Month        |                   |                     | <u>\$ 2,846,227</u> | <u>\$ 2,781,577</u>     |                           |                                  |             |      | <u>\$ 2,030,446</u>   |                        |

Notes  
1 Project funds have been encumbered.

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**TIRZ #1 - BLUE STAR**

|                                   | Original Budget | Budget Adjustment | Amended Budget    | Current Year YTD Actual | Current Remaining Budget Balance | YTD Percent | Note | Prior Year YTD Actual | Change from Prior Year |
|-----------------------------------|-----------------|-------------------|-------------------|-------------------------|----------------------------------|-------------|------|-----------------------|------------------------|
| <b>REVENUES</b>                   |                 |                   |                   |                         |                                  |             |      |                       |                        |
| Impact Fee Revenue:               |                 |                   |                   |                         |                                  |             |      |                       |                        |
| Water Impact Fees                 | \$ 100,000      | \$ -              | \$ 100,000        | \$ 267,302              | \$ (167,302)                     | 267%        | 1    | \$ 12,226             | 2086%                  |
| Wastewater Impact Fees            | 50,000          | -                 | 50,000            | 180,412                 | (130,412)                        | 361%        | 1    | 9,030                 | 1898%                  |
| East Thoroughfare Impact Fees     | 200,000         | -                 | 200,000           | 1,060,797               | (860,797)                        | 530%        | 1    | 43,266                | 2352%                  |
| 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           | 174,526                 | 320,846                          | 35%         |      | 121,406               | 44%                    |
| Sales Taxes - EDC                 | 415,259         | -                 | 415,259           | 146,166                 | 269,093                          | 35%         |      | 101,677               | 44%                    |
| Investment Income                 | 7,500           | -                 | 7,500             | 12,187                  | (4,687)                          | 162%        |      | 2,804                 | 335%                   |
| Transfer In                       | -               | -                 | -                 | -                       | -                                |             |      | 1,449                 | -100%                  |
| Total Revenue                     | \$ 1,766,715    | \$ -              | \$ 1,766,715      | \$ 1,841,390            | \$ (74,675)                      | 104%        |      | \$ 291,858            | 531%                   |
| <b>EXPENDITURES</b>               |                 |                   |                   |                         |                                  |             |      |                       |                        |
| 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 |                 |                   | \$ -              | \$ 1,841,390            |                                  |             |      | \$ 291,858            |                        |
| Beginning Fund Balance October 1  |                 |                   | 256,828           | 256,828                 |                                  |             |      | 213,282               |                        |
| Ending Fund Balance Current Month |                 |                   | <u>\$ 256,828</u> | <u>\$ 2,098,218</u>     |                                  |             |      | <u>\$ 505,140</u>     |                        |

Notes

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

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**TIRZ #2 - MATTHEWS SOUTHWEST**

|                                   | Original Budget | Budget Adjustment | Amended Budget   | Current Year YTD Actual | Current Remaining Budget Balance | YTD Percent | Note | Prior Year YTD Actual | Change from Prior Year |
|-----------------------------------|-----------------|-------------------|------------------|-------------------------|----------------------------------|-------------|------|-----------------------|------------------------|
| <b>REVENUES</b>                   |                 |                   |                  |                         |                                  |             |      |                       |                        |
| 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              | 5                       | 145                              | 3%          |      | 5                     | -1%                    |
| Sales Taxes - EDC                 | 150             | -                 | 150              | 5                       | 145                              | 3%          |      | 5                     | -1%                    |
| Investment Income                 | 500             | -                 | 500              | 240                     | 260                              | 48%         |      | 185                   | 30%                    |
| Total Revenue                     | \$ 342,549      | \$ -              | \$ 342,549       | \$ 250                  | \$ 342,299                       | 0%          |      | \$ 195                | 28%                    |
| <b>EXPENDITURES</b>               |                 |                   |                  |                         |                                  |             |      |                       |                        |
| 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 |                 |                   | \$ -             | \$ 250                  |                                  |             |      | \$ 195                |                        |
| Beginning Fund Balance October 1  |                 |                   | 25,542           | 25,542                  |                                  |             |      | 25,922                |                        |
| Ending Fund Balance Current Month |                 |                   | <u>\$ 25,542</u> | <u>\$ 25,792</u>        |                                  |             |      | <u>\$ 26,117</u>      |                        |

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**WATER IMPACT FEES FUND**

| Project                            | Current Year<br>Original<br>Budget | Current Year<br>Budget<br>Adjustment | Current Year<br>Amended<br>Budget | Current Year<br>Actual | Current Year<br>Encumbrances | Current Remaining<br>Budget Balance | Prior Years<br>Expenditure | Project<br>Budget<br>Balance | STATUS OF<br>PROJECT              |
|------------------------------------|------------------------------------|--------------------------------------|-----------------------------------|------------------------|------------------------------|-------------------------------------|----------------------------|------------------------------|-----------------------------------|
| <b>REVENUES</b>                    |                                    |                                      |                                   |                        |                              |                                     |                            |                              |                                   |
| Impact Fees Water                  | \$ 3,000,000                       | \$ -                                 | \$ 3,000,000                      | \$ 1,136,967           |                              |                                     |                            |                              |                                   |
| Interest - Water                   | 45,000                             | -                                    | 45,000                            | 21,769                 |                              |                                     |                            |                              |                                   |
| Total Revenues                     | <u>\$ 3,045,000</u>                | <u>\$ -</u>                          | <u>\$ 3,045,000</u>               | <u>\$ 1,158,736</u>    |                              |                                     |                            |                              |                                   |
| <b>EXPENDITURES</b>                |                                    |                                      |                                   |                        |                              |                                     |                            |                              |                                   |
| <b>Developer Reimbursements</b>    |                                    |                                      |                                   |                        |                              |                                     |                            |                              |                                   |
| 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>                 |
| <b>Capital Expenditures</b>        |                                    |                                      |                                   |                        |                              |                                     |                            |                              |                                   |
| County Line Elevated Storage       | 626,147                            | -                                    | 55,970                            | 55,970                 | 12,573                       | 22,440                              | 43,398                     | 573,097                      | 74,008 Construction 45% complete  |
| 24" Water Line County Line EST/DNT | 1,004,850                          | -                                    | 139,307                           | 139,307                | 32,889                       | 75,687                              | 106,418                    | 809,548                      | 226,033 Construction 95% complete |
| Total Projects                     | <u>\$ 1,630,997</u>                | <u>\$ -</u>                          | <u>\$ 195,278</u>                 | <u>\$ 195,278</u>      | <u>\$ 45,462</u>             | <u>\$ 98,126</u>                    | <u>\$ 149,816</u>          | <u>\$ 1,382,645</u>          | <u>\$ 300,041</u>                 |
| Total Expenditures                 | <u>\$ 2,561,907</u>                | <u>\$ 930,910</u>                    | <u>\$ 195,278</u>                 | <u>\$ 1,126,188</u>    | <u>\$ 45,462</u>             | <u>\$ 98,126</u>                    | <u>\$ 1,080,726</u>        | <u>\$ 1,382,645</u>          | <u>\$ 1,180,041</u>               |
| REVENUE OVER (UNDER) EXPENDITURES  |                                    |                                      | \$ 1,918,812                      | \$ 1,113,274           |                              |                                     |                            |                              |                                   |
| Beginning Fund Balance October 1   |                                    |                                      | 1,509,936                         | 1,509,936              |                              |                                     |                            |                              |                                   |
| Ending Fund Balance Current Month  |                                    |                                      | <u>\$ 3,428,748</u>               | <u>\$ 2,623,210</u>    |                              |                                     |                            |                              |                                   |

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WASTEWATER IMPACT FEES FUND

| Project Budget                           | Current Year Original Budget | Current Year Budget Adjustment | Current Year Amended Budget | Current Year Actual | Current Year Encumbrances | Current Remaining Budget Balance | Prior Years Expenditure | Project Budget Balance | STATUS OF PROJECT |
|--|------------------------------|--------------------------------|-----------------------------|---------------------|---------------------------|----------------------------------|-------------------------|------------------------|-------------------|
| <b>REVENUES</b>                          |                              |                                |                             |                     |                           |                                  |                         |                        |                   |
| Impact Fees Wastewater                   | \$ 850,000                   | \$ -                           | \$ 850,000                  | \$ 395,714          |                           |                                  |                         |                        |                   |
| Interest - Wastewater                    | 35,000                       | -                              | 35,000                      | 19,318              |                           |                                  |                         |                        |                   |
| Upper Trinity Equity Fee                 | 200,000                      | -                              | 200,000                     | 90,500              |                           |                                  |                         |                        |                   |
| Total Revenues                           | <u>\$ 1,085,000</u>          | <u>\$ -</u>                    | <u>\$ 1,085,000</u>         | <u>\$ 505,532</u>   |                           |                                  |                         |                        |                   |
| <b>EXPENDITURES</b>                      |                              |                                |                             |                     |                           |                                  |                         |                        |                   |
| <b>Developer Reimbursements</b>          |                              |                                |                             |                     |                           |                                  |                         |                        |                   |
| 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>      |                   |
| <b>Capital Expenditures</b>              |                              |                                |                             |                     |                           |                                  |                         |                        |                   |
| 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>      |                   |
| <b>REVENUE OVER (UNDER) EXPENDITURES</b> |                              |                                | \$ 218,775                  | \$ 505,532          |                           |                                  |                         |                        |                   |
| Beginning Fund Balance October 1         |                              |                                | 1,770,076                   | 1,770,076           |                           |                                  |                         |                        |                   |
| Ending Fund Balance Current Month        |                              |                                | <u>\$ 1,988,851</u>         | <u>\$ 2,275,608</u> |                           |                                  |                         |                        |                   |



**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**January 31, 2020**  
**Expected Year to Date Percent 33.33%**

**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  |
|---|------------------------------|--------------------------------|-----------------------------|---------------------|---------------------------|----------------------------------|-------------------------|------------------------|--|
| <b>REVENUES</b>                               |                              |                                |                             |                     |                           |                                  |                         |                        |  |
| East Thoroughfare Impact Fees                 | \$ 1,000,000                 | \$ -                           | \$ 1,000,000                | \$ 496,762          |                           |                                  |                         |                        |  |
| East Thoroughfare Other Revenue               | 132,438                      | -                              | 110,980                     | -                   |                           |                                  |                         |                        |  |
| West Thoroughfare Impact Fees                 | 2,500,000                    | -                              | 2,500,000                   | 1,120,446           |                           |                                  |                         |                        |  |
| West Thoroughfare Other Revenue               | 110,980                      | -                              | 110,980                     | -                   |                           |                                  |                         |                        |  |
| Interest-East Thoroughfare Impact Fees        | 25,000                       | -                              | 25,000                      | 13,612              |                           |                                  |                         |                        |  |
| Interest-West Thoroughfare Impact Fees        | 30,000                       | -                              | 30,000                      | 13,678              |                           |                                  |                         |                        |  |
| <b>Total Revenues</b>                         | <b>\$ 3,798,418</b>          | <b>\$ -</b>                    | <b>\$ 3,776,960</b>         | <b>\$ 1,644,498</b> |                           |                                  |                         |                        |  |
| <b>EXPENDITURES</b>                           |                              |                                |                             |                     |                           |                                  |                         |                        |  |
| <b>East</b>                                   |                              |                                |                             |                     |                           |                                  |                         |                        |  |
| Developer Reimbursement                       | -                            | 300,000                        | (300,000)                   | -                   | -                         | -                                | -                       | -                      |  |
| Developer Reimbursement - Tanners Mill        | 300,000                      | -                              | 300,000                     | 300,000             | -                         | 300,000                          | -                       | 300,000                |  |
| FM2478 ROW (US380-FM1461)                     | 148,832                      | 69,168                         | (69,168)                    | -                   | -                         | -                                | 148,832                 | -                      | TxDOT 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              | 5,000                     | -                                | 570,003                 | 200,000                | Design 70% complete; Consultant proceeding with preparing construction documents       |
| Coit Road (First-Frontier)                    | 1,289,900                    | -                              | 506,027                     | 506,027             | 21,544                    | 484,484                          | -                       | 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             | -                         | 39,000                           | 261,000                 | -                      | Design underway  |
| Transfer to Capital Project Fund - FM2478 ROW | -                            | -                              | 69,168                      | 69,168              | -                         | -                                | -                       | -                      | Transfer for FM2478 ROW (US380-FM1461)   |
| <b>Total East</b>                             | <b>\$ 3,133,732</b>          | <b>\$ 954,168</b>              | <b>\$ 546,025</b>           | <b>\$ 1,500,193</b> | <b>\$ 125,709</b>         | <b>\$ 528,484</b>                | <b>\$ 846,000</b>       | <b>\$ 1,502,708</b>    | <b>\$ 1,046,000</b>  |
| <b>West</b>                                   |                              |                                |                             |                     |                           |                                  |                         |                        |  |
| 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             | 476,796                   | -                                | 273,204                 | -                      | 273,204  |
| E-W Collector Cook Lane (First - End)         | 1,525,000                    | -                              | 667,822                     | 667,822             | 17,638                    | 673,815                          | (23,631)                | 629,514                | 204,033 Phase I design 65% complete anticipate 100% plans March 2020; Phase II awarded |
| Traffic Signal - Fishtrap & Teel              | 284,100                      | 250,000                        | -                           | 250,000             | -                         | 109,377                          | 140,623                 | 12,978                 | 161,745 Bidding  |
| Traffic Signal - Fishtrap & Gee               | 300,000                      | 300,000                        | -                           | 300,000             | -                         | 300,000                          | -                       | 300,000                | Design underway  |
| Traffic Signal - Fishtrap & Windsong          | 50,000                       | 50,000                         | -                           | 50,000              | -                         | 50,000                           | -                       | 50,000                 | Traffic Signal Warrant Study revealed project is not warranted                         |
| Fishtrap (Elem - DNT)                         | -                            | 100,000                        | (100,000)                   | -                   | -                         | -                                | -                       | -                      | Funds Transferred to CIP Fund  |
| Teel - 380 Intersection Improvements          | 100,000                      | 100,000                        | -                           | 100,000             | -                         | 100,000                          | -                       | 100,000                | Pre-Design   |
| Transfer to Capital Project Fund - Fishtrap   | 100,000                      | -                              | 100,000                     | 100,000             | -                         | -                                | -                       | -                      | Transfer for Fishtrap (Elem-DNT)   |
| <b>Total West</b>                             | <b>\$ 4,759,100</b>          | <b>\$ 3,200,000</b>            | <b>\$ 667,822</b>           | <b>\$ 3,867,822</b> | <b>\$ 594,434</b>         | <b>\$ 783,192</b>                | <b>\$ 2,490,196</b>     | <b>\$ 642,492</b>      | <b>\$ 2,738,982</b>  |
| <b>Total Expenditures</b>                     | <b>\$ 7,892,832</b>          | <b>\$ 4,154,168</b>            | <b>\$ 1,213,847</b>         | <b>\$ 5,368,015</b> | <b>\$ 720,143</b>         | <b>\$ 1,311,675</b>              | <b>\$ 3,336,196</b>     | <b>\$ 2,145,200</b>    | <b>\$ 3,784,982</b>  |
| <b>REVENUE OVER (UNDER) EXPENDITURES</b>      |                              |                                | <b>\$ (1,591,055)</b>       | <b>\$ 924,354</b>   |                           |                                  |                         |                        |  |
| Beginning Fund Balance October 1              |                              |                                | 2,291,042                   | 2,291,042           |                           |                                  |                         |                        |  |
| Ending Fund Balance Current Month             |                              |                                | <u>\$ 699,987</u>           | <u>\$ 3,215,396</u> |                           |                                  |                         |                        |  |

**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**January 31, 2020**  
**Expected Year to Date Percent 33.33%**

**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          | \$ 4,626                | \$ -                      | \$ 10,374                        | 31%         |      | \$ 5,948                 | -22%                   |
| Fire Donation Revenue                    | 13,200             | -                 | 13,200             | 4,464                   | -                         | 8,736                            | 34%         |      | 4,429                    | 1%                     |
| Child Safety Revenue                     | 12,000             | -                 | 12,000             | 411                     | -                         | 11,589                           | 3%          |      | 408                      | 1%                     |
| Court Security Revenue                   | 8,500              | -                 | 8,500              | 2,682                   | -                         | 5,818                            | 32%         |      | 2,752                    | -3%                    |
| Court Technology Revenue                 | 10,000             | -                 | 10,000             | 3,400                   | -                         | 6,600                            | 34%         |      | 3,669                    | -7%                    |
| Interest Income                          | 6,000              | -                 | 6,000              | 3,222                   | -                         | 2,778                            | 54%         |      | 2,557                    | 26%                    |
| Transfer In                              | -                  | -                 | -                  | -                       | -                         | -                                | -           |      | -                        | -                      |
| <b>Total Revenue</b>                     | <b>\$ 64,700</b>   | <b>\$ -</b>       | <b>\$ 64,700</b>   | <b>\$ 18,805</b>        | <b>\$ -</b>               | <b>\$ 45,895</b>                 | <b>29%</b>  |      | <b>\$ 19,763</b>         | <b>-5%</b>             |
| <b>EXPENDITURES</b>                      |                    |                   |                    |                         |                           |                                  |             |      |                          |                        |
| LEOSE Expenditure                        | \$ -               | \$ -              | \$ -               | \$ -                    | \$ -                      | \$ -                             | -           |      | \$ -                     | -                      |
| Court Technology Expense                 | 10,000             | -                 | 10,000             | 2,515                   | 7,625                     | (140)                            | 101%        | 1    | 1,061                    | 137%                   |
| Court Security Expense                   | 10,112             | -                 | 10,112             | 1,141                   | -                         | 8,971                            | 11%         |      | 3,590                    | -68%                   |
| Police Donation Expense                  | 60,416             | -                 | 60,416             | 384                     | -                         | 60,032                           | 1%          |      | 575                      | -                      |
| Fire Donation Expense                    | 17,826             | -                 | 17,826             | -                       | -                         | 17,826                           | 0%          |      | (723)                    | -100%                  |
| Child Safety Expense                     | 5,000              | -                 | 5,000              | 575                     | -                         | 4,425                            | 12%         |      | -                        | -                      |
| Tree Mitigation Expense                  | 50,000             | -                 | 50,000             | -                       | -                         | 50,000                           | 0%          |      | -                        | -                      |
| Police Seizure Expense                   | 1,646              | 8,817             | 10,463             | -                       | 8,817                     | 1,646                            | 84%         | 1    | 8,960                    | -100%                  |
| <b>Total Expenses</b>                    | <b>\$ 155,000</b>  | <b>\$ 8,817</b>   | <b>\$ 163,817</b>  | <b>\$ 4,615</b>         | <b>\$ 16,442</b>          | <b>\$ 142,760</b>                | <b>3%</b>   |      | <b>\$ 13,463</b>         | <b>-66%</b>            |
| <b>REVENUE OVER (UNDER) EXPENDITURES</b> | <b>\$ (90,300)</b> | <b>\$ (8,817)</b> | <b>\$ (99,117)</b> | <b>\$ 14,190</b>        |                           |                                  |             |      | <b>\$ 6,300</b>          |                        |
| Beginning Fund Balance October 1         |                    |                   | 356,769            | 356,769                 |                           |                                  |             |      | 1,755,882                |                        |
| Ending Fund Balance Current Month        |                    |                   | <u>\$ 257,652</u>  | <u>\$ 370,959</u>       |                           |                                  |             |      | <u>\$ 1,762,182</u>      |                        |

Notes

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

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

CAPITAL PROJECTS FUND - GENERAL

| Project Budget                                     | Current Year Original Budget | Current Year Budget Adjustment | Current Year Amended Budget | Current Year Actual | Current Year Encumbrances | Current Remaining Budget Balance | Prior Years Expenditure | Project Budget Balance | STATUS OF PROJECT   |
|--|------------------------------|--------------------------------|-----------------------------|---------------------|---------------------------|----------------------------------|-------------------------|------------------------|---|
| <b>REVENUES</b>                                    |                              |                                |                             |                     |                           |                                  |                         |                        |   |
| Grants   | \$ -                         | \$ -                           | \$ -                        | \$ -                |                           |                                  |                         |                        |   |
| Bond Proceeds                                      | 12,390,000                   | -                              | 12,390,000                  | -                   |                           |                                  |                         |                        |   |
| Interest   | -                            | -                              | -                           | 106,851             |                           |                                  |                         |                        |   |
| Interest-2006 Bond                                 | -                            | -                              | -                           | 301                 |                           |                                  |                         |                        |   |
| Interest-2008 Bond                                 | -                            | -                              | -                           | -                   |                           |                                  |                         |                        |   |
| Interest-2012 GO Bond                              | -                            | -                              | -                           | -                   |                           |                                  |                         |                        |   |
| Interest-2015 Bond                                 | -                            | -                              | -                           | 6,135               |                           |                                  |                         |                        |   |
| Interest-2016 Bond                                 | -                            | -                              | -                           | 26                  |                           |                                  |                         |                        |   |
| Interest-2017 Bond                                 | -                            | -                              | -                           | 93                  |                           |                                  |                         |                        |   |
| Interest-2018 Bond                                 | -                            | -                              | -                           | 5,878               |                           |                                  |                         |                        |   |
| Interest-2019 Bond                                 | -                            | -                              | -                           | 107,955             |                           |                                  |                         |                        |   |
| Transfers In - General Fund                        | 393,598                      | 1,250,000                      | 1,791,525                   | 1,883,650           |                           |                                  |                         |                        | includes transfers from Escrow funds as well  |
| Transfers In - Impact Fee Funds                    | -                            | 169,168                        | 169,168                     | 169,168             |                           |                                  |                         |                        |   |
| Transfers In - Bond Funds                          | -                            | -                              | -                           | 3,270,804           |                           |                                  |                         |                        |   |
| Total Revenues                                     | \$ 12,783,598                | \$ 1,419,168                   | \$ 14,350,693               | \$ 5,550,861        |                           |                                  |                         |                        |   |
| <b>EXPENDITURES</b>                                |                              |                                |                             |                     |                           |                                  |                         |                        |   |
| Fishtrap Seg 1 (Teel-Mid Schl)                     | 1,470,000                    | 1,190,000                      | 1,190,000                   | 346,986             | -                         | 843,015                          | -                       | 1,123,015              | Construction 5% Complete  |
| West Prosper Roads                                 | 16,185,618                   | 3,404,618                      | 82,032                      | 3,486,650           | 1,324,284                 | 170,413                          | 1,991,954               | 12,127,945             | Segment E design 95% complete   |
| BNSF Quiet Zone First/Fifth                        | 145,000                      | -                              | 145,000                     | 145,000             | -                         | -                                | 145,000                 | -                      | 145,000   |
| Prosper Trail (Coit-Custer) 2 Lanes                | 6,000,000                    | 4,750,000                      | 1,372,000                   | 6,122,000           | 10,800                    | 111,200                          | 6,000,000               | -                      | 5,878,000 90% construction documents to be submitted early March; Construction start date Summer 2020                 |
| Downtown Enhancements                              | 2,736,769                    | -                              | 20,040                      | 20,040              | (1,960)                   | 20,040                           | 1,960                   | 2,714,785              | 3,904 Project complete  |
| Prosper Trail (Kroger to Coit)                     | 4,869,055                    | 208,166                        | 1,065,938                   | 1,274,104           | 349,802                   | 698,685                          | 225,618                 | 3,648,131              | 172,437 Construction substantially complete   |
| First St (DNT to Coleman)                          | 2,786,567                    | -                              | 118,546                     | 118,546             | -                         | 118,546                          | -                       | 1,109,701              | 1,558,320 Design 70% complete; Preliminary discussions with consultant February 14, 2020                              |
| Old Town Streets                                   | 1,000,000                    | -                              | 15,904                      | 15,904              | 3,260                     | 14,994                           | (2,351)                 | 975,016                | 6,730 Project complete  |
| Fishtrap (Elem-DNT) 4 Lanes                        | 16,450,000                   | 800,000                        | 100,000                     | 900,000             | -                         | -                                | 900,000                 | -                      | 16,450,000 Design underway  |
| Fishtrap segment 2 PISD reimbursement              | 1,164,000                    | -                              | -                           | -                   | 1,634                     | -                                | (1,634)                 | -                      | 1,162,366 Cosev relocating electrical poles   |
| First St (Coit-Custer) 4 Lanes                     | 1,000,000                    | 1,000,000                      | -                           | 1,000,000           | -                         | -                                | 1,000,000               | -                      | 1,000,000 Design underway   |
| Coit Rd (First-Frontier) 4 Lanes                   | 17,589,900                   | 800,000                        | -                           | 800,000             | -                         | -                                | 800,000                 | 783,843                | 16,806,057 Design 90% complete; Consultant has submitted ROW documents for review                                     |
| Cook Lane (First-End)                              | 2,100,000                    | 2,100,000                      | -                           | 2,100,000           | 779                       | -                                | 2,099,221               | -                      | 2,099,221 Phase I design 65% complete; Staff has instructed consultant to finish 100% plans; Phase II awarded 2/25/20 |
| Victory Way (Coleman-Frontier)                     | 2,500,000                    | -                              | 2,318,812                   | 2,318,812           | 30,228                    | 66,412                           | 2,222,172               | 181,438                | 2,221,922 Design 100% complete; 100% of needed ROW has been acquired; Anticipate bidding in March 2020                |
| Fishtrap (Teel Intersection Improvements)          | 1,550,000                    | 1,446,450                      | 63,175                      | 1,509,625           | -                         | 13,175                           | 1,496,450               | 41,097                 | 1,495,728 Construction 0% complete; Contractor locating utilities in intersection                                     |
| Prosper Trail/DNT Intersection Improvements        | 1,688,000                    | 1,600,000                      | 4,805                       | 1,604,805           | 95                        | 4,805                            | 1,599,905               | 83,195                 | 1,599,905 Bidding   |
| Fishtrap Section 1 & 4                             | 778,900                      | -                              | 202,500                     | 202,500             | 172,512                   | 185,200                          | (155,212)               | 151,889                | 269,300 Segment 1 - Construction 5% complete; Segment 4 - Design 90% complete   |
| Coleman St (At Prosper HS)                         | 90,000                       | 90,000                         | -                           | 90,000              | -                         | -                                | 90,000                  | -                      | 90,000 Construction 50% complete  |
| Eighth Street (Church-PISD)                        | 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             | 41,695                    | -                                | 83,085                  | 898,002                | 83,085 Ongoing legal fees   |
| Coleman (Gorgeous-Prosper Trail)                   | 375,000                      | 26,814                         | 15,155                      | 26,814              | 11,727                    | 15,155                           | (69)                    | 348,186                | (69) Project complete   |
| Fifth Street (Coleman-Church)                      | 268,047                      | 116,665                        | 2,512                       | 116,665             | 7,191                     | 2,512                            | 106,962                 | 258,344                | (0) Project complete  |
| Third St (Main-Coleman)                            | 76,363                       | 116,665                        | 5,714                       | 116,665             | -                         | 5,714                            | 110,951                 | 70,649                 | (0) Project complete  |
| FM2478 (US380+FM1461)                              | 371,605                      | -                              | 243,373                     | 243,373             | -                         | -                                | 243,373                 | -                      | 371,605 TxDOT acquired 94% of the ROW; Impending water line relocations; Design 100% complete                         |
| Total Street Projects                              | \$ 82,604,183                | \$ 17,781,464                  | \$ 5,782,813                | \$ 23,533,590       | \$ 2,304,246              | \$ 1,428,943                     | \$ 19,800,400           | \$ 23,771,492          | \$ 55,099,502   |
| Traffic Signal - Coit/First                        | 288,244                      | -                              | 288,244                     | 288,244             | 70,193                    | 218,051                          | -                       | -                      | - Construction 80% complete; Signals and poles installed; Possible relocation of traffic control box                  |
| US 380 Median Lighting                             | 485,000                      | -                              | 485,000                     | 485,000             | -                         | -                                | 485,000                 | -                      | 485,000 Construction: Spring 2020   |
| Traffic Signal - Fishtrap/Teel                     | 284,100                      | -                              | 21,122                      | 21,122              | 11,250                    | 21,122                           | (11,250)                | 12,978                 | 238,750 All responses to CSP were over the budgeted amount. Project to be re-bid in February 2020                     |
| Total Traffic Projects                             | \$ 1,057,344                 | \$ -                           | \$ 794,366                  | \$ 794,366          | \$ 81,443                 | \$ 239,173                       | \$ 473,750              | \$ 12,978              | \$ 723,750  |
| HWY 289 Gateway Monument                           | 474,752                      | -                              | 166,112                     | 166,112             | 143,770                   | 26,770                           | (4,428)                 | 291,392                | 12,820 Project Complete   |
| Town Hall Open Space Enhancements                  | 52,000                       | -                              | 5,975                       | 5,975               | 35                        | 5,975                            | (35)                    | 21,298                 | 24,692  |
| US 380 Median Design (Green Ribbon)                | 809,250                      | -                              | 6,000                       | 6,000               | 350                       | 6,000                            | (350)                   | 53,250                 | 749,650 Landscape construction will begin late February weather permitting  |
| Whitley Place H&B Trail Extension                  | 180,000                      | -                              | 8,438                       | 8,438               | 2,313                     | 8,438                            | (2,313)                 | 4,313                  | 164,938 Project 85% designed  |
| Whitley Place H&B Trail Extension (Pwr line Esmnt) | 280,000                      | 280,000                        | -                           | 280,000             | -                         | 15,725                           | 264,275                 | -                      | 264,275   |
| Frontier Park Storage                              | 147,927                      | -                              | 147,927                     | 147,927             | -                         | 13,800                           | 134,127                 | -                      | 134,127   |
| Pecan Grove Ph II                                  | 67,000                       | 67,000                         | -                           | 67,000              | -                         | -                                | 67,000                  | -                      | 67,000  |
| Total Park Projects                                | \$ 2,010,929                 | \$ 347,000                     | \$ 334,452                  | \$ 681,452          | \$ 146,468                | \$ 76,707                        | \$ 458,277              | \$ 370,253             | \$ 952,099  |
| Town Hall - FF&E                                   | 1,362,000                    | -                              | -                           | -                   | 11,995                    | 17,677                           | (29,671)                | 1,283,396              | 48,933 FFE still working on art for facility  |
| Public Safety Complex, Phase 1                     | 1,644,696                    | -                              | 288,146                     | 288,146             | 53,776                    | 278,818                          | (43,947)                | 1,248,251              | 64,351 Construction 50% complete  |
| Parks and Public Works Complex                     | 3,450,000                    | -                              | -                           | -                   | 5                         | -                                | (5)                     | 2,291,751              | 1,158,244 Land purchased  |
| Public Safety Complex, Phase 1-Dev Costs           | 550,000                      | -                              | 550,000                     | 550,000             | -                         | -                                | 550,000                 | -                      | 550,000 Construction 50% complete   |
| Public Safety Complex, Phase 1-Construction        | 12,645,804                   | -                              | 10,391,849                  | 10,391,849          | 2,943,036                 | 6,398,732                        | 1,050,081               | 2,253,955              | 1,050,081 Construction 50% complete   |
| Public Safety Complex, Phase 1-FFE                 | 1,165,000                    | -                              | 1,165,000                   | 1,165,000           | -                         | 554,192                          | 610,808                 | -                      | 610,808 Construction 50% complete   |
| Fire Ladder Truck                                  | 1,649,651                    | -                              | 1,210,007                   | 1,210,007           | 1,160,276                 | (6,357)                          | 56,087                  | 416,648                | 79,084 Delivered  |
| Total Facility Projects                            | \$ 22,467,151                | \$ -                           | \$ 13,605,002               | \$ 13,605,002       | \$ 4,169,087              | \$ 7,242,562                     | \$ 2,193,353            | \$ 7,494,001           | \$ 3,561,501  |
| Transfer Out                                       | -                            | -                              | -                           | -                   | -                         | -                                | -                       | 1,698,003              | -   |
| Total Expenditures                                 | \$ 108,139,607               | \$ 18,128,464                  | \$ 20,516,633               | \$ 38,614,409       | \$ 6,701,243              | \$ 8,987,386                     | \$ 22,925,780           | \$ 33,346,726          | \$ 60,336,852   |
| <b>REVENUE OVER (UNDER) EXPENDITURES</b>           |                              |                                | \$ (24,263,716)             | \$ (1,150,382)      |                           |                                  |                         |                        |   |
| <b>Beginning Fund Balance October 1</b>            |                              |                                | 30,374,056                  | 30,374,056          |                           |                                  |                         |                        |   |
| <b>Ending Fund Balance Current Month</b>           |                              |                                | \$ 6,110,340                | \$ 29,223,674       |                           |                                  |                         |                        |   |

**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**January 31, 2020**

**CAPITAL PROJECTS FUND-WATER/SEWER**

| Project  | Current Year<br>Original<br>Budget | Current Year<br>Budget<br>Adjustment | Current Year<br>Amended<br>Budget | Current Year<br>Actual | Current Year<br>Encumbrances | Current Remaining<br>Budget Balance | Prior Year<br>Expenditure | Project<br>Budget<br>Balance | STATUS OF<br>PROJECT |  |
|--|------------------------------------|--------------------------------------|-----------------------------------|------------------------|------------------------------|-------------------------------------|---------------------------|------------------------------|----------------------|--|
| <b>REVENUES</b>                                  |                                    |                                      |                                   |                        |                              |                                     |                           |                              |                      |  |
| Interest Income                                  | \$ -                               | \$ -                                 | \$ -                              | \$ 67,373              |                              |                                     |                           |                              |                      |  |
| Interest-2016 CO Bond                            | -                                  | -                                    | -                                 | 1,299                  |                              |                                     |                           |                              |                      |  |
| Interest-2017 CO Bond                            | -                                  | -                                    | -                                 | 1,563                  |                              |                                     |                           |                              |                      |  |
| Interest-2018 CO Bond                            | -                                  | -                                    | -                                 | 19,144                 |                              |                                     |                           |                              |                      |  |
| Interest-2019 CO Bond                            | -                                  | -                                    | -                                 | 18,980                 |                              |                                     |                           |                              |                      |  |
| Bond Proceeds                                    | -                                  | -                                    | -                                 | -                      |                              |                                     |                           |                              |                      |  |
| Transfers In - Impact Fees                       | -                                  | -                                    | -                                 | -                      |                              |                                     |                           |                              |                      |  |
| Transfers In                                     | -                                  | -                                    | 3,051,275                         | 3,051,275              |                              |                                     |                           |                              |                      |  |
| Transfers In-Bond Funds                          | -                                  | -                                    | -                                 | 4,602,966              |                              |                                     |                           |                              |                      |  |
| <b>Total Revenues</b>                            | <b>\$ -</b>                        | <b>\$ -</b>                          | <b>\$ 3,051,275</b>               | <b>\$ 7,762,600</b>    |                              |                                     |                           |                              |                      |  |
| <b>EXPENDITURES</b>                              |                                    |                                      |                                   |                        |                              |                                     |                           |                              |                      |  |
| Lower Pressure Plane Pump Station Design         | 1,585,100                          | -                                    | 1,434,400                         | 1,434,400              | 35,923                       | 1,398,477                           | -                         | 138,416                      | 12,284               | Design 15% complete  |
| Fishtrap EST (South)                             | 6,433,700                          | -                                    | 4,673,862                         | 4,673,862              | 589,532                      | 3,969,552                           | 114,778                   | 1,478,296                    | 396,320              | Construction 45% complete                                    |
| Water Supply Line Phase 1                        | 13,179,550                         | -                                    | 4,806,793                         | 4,806,793              | 2,610,248                    | 127,433                             | 2,069,112                 | 8,821,919                    | 1,619,950            | Construction 95% complete                                    |
| Custer Rd Meter Station/Water Line Relocation    | 2,791,600                          | -                                    | 2,713,367                         | 2,713,367              | 22,487                       | 189,606                             | 2,501,275                 | 78,233                       | 2,501,275            | Design 100% complete; Drawings submitted to TxDOT for review |
| 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                | -                            | 40,676                              | 370,324                   | 290,775                      | 364,324              | 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                  | 6,900                        | 4,830                               | (4,900)                   | 185,370                      | 2,900                | Est completion Winter 2019-2020                              |
| <b>Total Water &amp; Wastewater Projects</b>     | <b>\$ 25,135,725</b>               | <b>\$ 100,000</b>                    | <b>\$ 14,196,252</b>              | <b>\$ 14,296,252</b>   | <b>\$ 3,265,090</b>          | <b>\$ 5,730,574</b>                 | <b>\$ 5,300,588</b>       | <b>\$ 10,993,008</b>         | <b>\$ 5,147,053</b>  |  |
| Old Town Drainage                                | 500,000                            | 427,564                              | 9,800                             | 437,364                | 4,750                        | 9,800                               | 422,814                   | 62,636                       | 422,814              | Bids rejected; staff 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              | Bids rejected; staff preparing for re-bid                    |
| <b>Total Drainage Projects</b>                   | <b>\$ 1,147,765</b>                | <b>\$ 906,929</b>                    | <b>\$ 31,200</b>                  | <b>\$ 938,129</b>      | <b>\$ 4,750</b>              | <b>\$ 31,200</b>                    | <b>\$ 902,179</b>         | <b>\$ 177,236</b>            | <b>\$ 934,579</b>    |  |
| Transfer out                                     |                                    |                                      |                                   |                        |                              |                                     |                           |                              |                      |  |
| <b>Total Expenses</b>                            | <b>\$ 26,283,490</b>               | <b>\$ 1,006,929</b>                  | <b>\$ 14,227,452</b>              | <b>\$ 15,234,381</b>   | <b>\$ 3,269,840</b>          | <b>\$ 5,761,774</b>                 | <b>\$ 6,202,767</b>       | <b>\$ 11,170,244</b>         | <b>\$ 6,081,632</b>  |  |
|  |                                    |                                      | \$ (12,183,106)                   | \$ 4,492,760           |                              |                                     |                           |                              |                      |  |
| Beginning Working Capital October 1              |                                    |                                      | 24,986,719                        | 24,986,719             |                              |                                     |                           |                              |                      |  |
| Ending Working Capital Current Month             |                                    |                                      | <u>\$ 12,803,613</u>              | <u>\$ 29,479,479</u>   |                              |                                     |                           |                              |                      |  |

| Account Number        | Description                  | Current Year<br>Adopted Budget | Current Year<br>Amendments | Current Year<br>Amended Budget | Current YTD<br>Actual | Current Month<br>Actual | Encumbrances | Percent YTD<br>% | Current<br>Remaining<br>Budget |
|-----------------------|------------------------------|--------------------------------|----------------------------|--------------------------------|-----------------------|-------------------------|--------------|------------------|--------------------------------|
| 100-4035-10-00        | 3% Construction Fee          | (400,000.00)                   |                            | (400,000.00)                   | (279,534.86)          | (566.10)                |              | 69.884           | (120,465.14)                   |
| 100-4061-10-00        | Notary Fees                  | (200.00)                       |                            | (200.00)                       | (58.00)               | (15.00)                 |              | 29               | (142.00)                       |
|                       | Subtotal object - 04         | (400,200.00)                   |                            | (400,200.00)                   | (279,592.86)          | (581.10)                |              | 69.863           | (120,607.14)                   |
| 100-4105-10-00        | Property Taxes -Delinquent   | (140,000.00)                   |                            | (140,000.00)                   | (281,872.33)          | (204,372.61)            |              | 201.337          | 141,872.33                     |
| 100-4110-10-00        | Property Taxes -Current      | (16,355,933.00)                |                            | (16,355,933.00)                | (14,502,200.16)       | (4,309,336.47)          |              | 88.666           | (1,853,732.84)                 |
| 100-4111-10-00        | VIT Motor Vehicle Tax        | (10,000.00)                    |                            | (10,000.00)                    | (9,305.10)            | (9,305.10)              |              | 93.051           | (694.90)                       |
| 100-4115-10-00        | Taxes -Penalties             | (75,000.00)                    |                            | (75,000.00)                    | (45,031.18)           | (29,978.82)             |              | 60.042           | (29,968.82)                    |
| 100-4120-10-00        | Sales Taxes                  | (5,011,936.00)                 |                            | (5,011,936.00)                 | (1,796,138.52)        | (401,428.13)            |              | 35.837           | (3,215,797.48)                 |
| 100-4130-10-00        | Sales Tax-Mixed Beverage     | (65,597.00)                    |                            | (65,597.00)                    | (20,865.16)           | (20,865.16)             |              | 31.808           | (44,731.84)                    |
| 100-4140-10-00        | Franchise Taxes - Electric   | (930,800.00)                   |                            | (930,800.00)                   | (135,573.02)          | (135,573.02)            |              | 14.565           | (795,226.98)                   |
| 100-4150-10-00        | Franchise Taxes - Telephone  | (149,297.00)                   |                            | (149,297.00)                   | (29,327.37)           | (29,327.37)             |              | 19.644           | (119,969.63)                   |
| 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)                    | (531.26)              | (132.30)                |              | 1.052            | (49,970.74)                    |
| 100-4185-10-00        | Franchise Fee - W/S Fund     | (339,271.00)                   |                            | (339,271.00)                   | (113,090.32)          | (28,272.58)             |              | 33.333           | (226,180.68)                   |
| 100-4190-10-00        | Franchise Fee-Cable          | (54,005.00)                    |                            | (54,005.00)                    | (14,914.37)           | (14,914.37)             |              | 27.617           | (39,090.63)                    |
|                       | Subtotal object - 04         | (23,389,841.00)                |                            | (23,389,841.00)                | (16,948,848.79)       | (5,183,505.93)          |              | 72.462           | (6,440,992.21)                 |
| 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)                    | (8,000.00)            | (2,000.00)              |              | 33.333           | (16,000.00)                    |
| 100-4218-10-00        | Administrative Fees-EDC      | (15,000.00)                    |                            | (15,000.00)                    | (5,000.00)            | (1,250.00)              |              | 33.333           | (10,000.00)                    |
| 100-4230-10-00        | Other Permits                | (1,555.00)                     |                            | (1,555.00)                     | (295.00)              | (235.00)                |              | 18.971           | (1,260.00)                     |
|                       | Subtotal object - 04         | (40,705.00)                    |                            | (40,705.00)                    | (13,335.00)           | (3,485.00)              |              | 32.76            | (27,370.00)                    |
| 100-4610-10-00        | Interest Income              | (300,249.00)                   |                            | (300,249.00)                   | (111,713.58)          | (36,780.11)             |              | 37.207           | (188,535.42)                   |
|                       | Subtotal object - 04         | (300,249.00)                   |                            | (300,249.00)                   | (111,713.58)          | (36,780.11)             |              | 37.207           | (188,535.42)                   |
| 100-4910-10-00        | Other Revenue                | (15,000.00)                    |                            | (15,000.00)                    | (5,031.36)            | (5.00)                  |              | 33.542           | (9,968.64)                     |
| 100-4995-10-00        | Transfer In/Out              | (989,087.00)                   |                            | (989,087.00)                   | (329,695.64)          | (82,423.91)             |              | 33.333           | (659,391.36)                   |
|                       | Subtotal object - 04         | (1,004,087.00)                 |                            | (1,004,087.00)                 | (334,727.00)          | (82,428.91)             |              | 33.336           | (669,360.00)                   |
| Program number:       | DEFAULT PROGRAM              | (25,135,082.00)                |                            | (25,135,082.00)                | (17,688,217.23)       | (5,306,781.05)          |              | 70.373           | (7,446,864.77)                 |
| 100-4410-10-07        | Court Fines                  | (474,163.00)                   |                            | (474,163.00)                   | (128,923.00)          | (36,096.15)             |              | 27.19            | (345,240.00)                   |
|                       | Subtotal object - 04         | (474,163.00)                   |                            | (474,163.00)                   | (128,923.00)          | (36,096.15)             |              | 27.19            | (345,240.00)                   |
| Program number: 7     | MUNICIPAL COURT              | (474,163.00)                   |                            | (474,163.00)                   | (128,923.00)          | (36,096.15)             |              | 27.19            | (345,240.00)                   |
| 100-4930-10-99        | Insurance Proceeds           | (40,000.00)                    |                            | (40,000.00)                    | (34,094.21)           |                         |              | 85.236           | (5,905.79)                     |
|                       | Subtotal object - 04         | (40,000.00)                    |                            | (40,000.00)                    | (34,094.21)           |                         |              | 85.236           | (5,905.79)                     |
| Program number: 99    | NON-DEPARTMENTAL             | (40,000.00)                    |                            | (40,000.00)                    | (34,094.21)           |                         |              | 85.236           | (5,905.79)                     |
| Department number: 10 | ADMINISTRATION               | (25,649,245.00)                |                            | (25,649,245.00)                | (17,851,234.44)       | (5,342,877.20)          |              | 69.598           | (7,798,010.56)                 |
| 100-4230-20-01        | Other Permits                | (2,025.00)                     |                            | (2,025.00)                     | (75.00)               | (75.00)                 |              | 3.704            | (1,950.00)                     |
|                       | Subtotal object - 04         | (2,025.00)                     |                            | (2,025.00)                     | (75.00)               | (75.00)                 |              | 3.704            | (1,950.00)                     |
| 100-4440-20-01        | Accident Reports             | (1,236.00)                     |                            | (1,236.00)                     | (571.00)              | (139.00)                |              | 46.197           | (665.00)                       |
| 100-4450-20-01        | Alarm Fee                    | (52,982.00)                    |                            | (52,982.00)                    | (22,113.00)           | (6,083.00)              |              | 41.737           | (30,869.00)                    |
|                       | Subtotal object - 04         | (54,218.00)                    |                            | (54,218.00)                    | (22,684.00)           | (6,222.00)              |              | 41.839           | (31,534.00)                    |
| 100-4510-20-01        | Grants                       | (12,000.00)                    | (32,000.00)                | (44,000.00)                    | (1,477.36)            | (1,293.93)              |              | 3.358            | (42,522.64)                    |
|                       | Subtotal object - 04         | (12,000.00)                    | (32,000.00)                | (44,000.00)                    | (1,477.36)            | (1,293.93)              |              | 3.358            | (42,522.64)                    |
| 100-4910-20-01        | Other Revenue                | (5,000.00)                     |                            | (5,000.00)                     | (1,767.50)            |                         |              | 35.35            | (3,232.50)                     |
|                       | Subtotal object - 04         | (5,000.00)                     |                            | (5,000.00)                     | (1,767.50)            |                         |              | 35.35            | (3,232.50)                     |
| Program number: 1     | OPERATIONS                   | (73,243.00)                    | (32,000.00)                | (105,243.00)                   | (26,003.86)           | (7,590.93)              |              | 24.708           | (79,239.14)                    |
| Department number: 20 | POLICE                       | (73,243.00)                    | (32,000.00)                | (105,243.00)                   | (26,003.86)           | (7,590.93)              |              | 24.708           | (79,239.14)                    |
| 100-4310-30-01        | Charges for Services         | (404,247.00)                   |                            | (404,247.00)                   | (151,229.42)          | (37,662.44)             |              | 37.41            | (253,017.58)                   |
|                       | Subtotal object - 04         | (404,247.00)                   |                            | (404,247.00)                   | (151,229.42)          | (37,662.44)             |              | 37.41            | (253,017.58)                   |
| 100-4411-30-01        | CC Fire Assoc                | (500.00)                       |                            | (500.00)                       | (1,124.71)            |                         |              | 224.942          | 624.71                         |
|                       | Subtotal object - 04         | (500.00)                       |                            | (500.00)                       | (1,124.71)            |                         |              | 224.942          | 624.71                         |
| 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)                       | (750.00)              |                         |              | 0                | (750.00)                       |
|                       | Subtotal object - 04         | (750.00)                       |                            | (750.00)                       | (750.00)              |                         |              | 0                | (750.00)                       |

|                       |                              |                 |              |                 |                 |                |         |                 |
|-----------------------|------------------------------|-----------------|--------------|-----------------|-----------------|----------------|---------|-----------------|
| Program number: 1     | OPERATIONS                   | (445,497.00)    | (372,672.00) | (818,169.00)    | (153,194.77)    | (37,662.44)    | 18.724  | (664,974.23)    |
| 100-4315-30-05        | Fire Review/Inspect Fees     | (100,000.00)    |              | (100,000.00)    | (46,400.00)     | (12,500.00)    | 46.4    | (53,600.00)     |
|                       | Subtotal object - 04         | (100,000.00)    |              | (100,000.00)    | (46,400.00)     | (12,500.00)    | 46.4    | (53,600.00)     |
| Program number: 5     | MARSHAL                      | (100,000.00)    |              | (100,000.00)    | (46,400.00)     | (12,500.00)    | 46.4    | (53,600.00)     |
| Department number: 30 | FIRE                         | (545,497.00)    | (372,672.00) | (918,169.00)    | (199,594.77)    | (50,162.44)    | 21.738  | (718,574.23)    |
| 100-4017-40-01        | Contractor Registration Fee  | (90,000.00)     |              | (90,000.00)     | (33,300.00)     | (14,800.00)    | 37      | (56,700.00)     |
| 100-4060-40-01        | NSF Fees                     |                 |              |                 | (100.00)        |                | 0       | 100.00          |
|                       | Subtotal object - 04         | (90,000.00)     |              | (90,000.00)     | (33,400.00)     | (14,800.00)    | 37.111  | (56,600.00)     |
| 100-4210-40-01        | Building Permits             | (3,215,472.00)  |              | (3,215,472.00)  | (1,223,838.64)  | (365,201.46)   | 38.061  | (1,991,633.36)  |
| 100-4230-40-01        | Other Permits                | (200,000.00)    |              | (200,000.00)    | (67,929.78)     | (14,269.98)    | 33.965  | (132,070.22)    |
| 100-4240-40-01        | Plumb/Elect/Mech Permits     | (45,000.00)     |              | (45,000.00)     | (13,494.00)     | (3,660.00)     | 29.987  | (31,506.00)     |
| 100-4242-40-01        | Re-inspection Fees           | (60,000.00)     |              | (60,000.00)     | (27,350.00)     | (7,325.00)     | 45.583  | (32,650.00)     |
|                       | Subtotal object - 04         | (3,520,472.00)  |              | (3,520,472.00)  | (1,332,612.42)  | (390,456.44)   | 37.853  | (2,187,859.58)  |
| 100-4910-40-01        | Other Revenue                | (15,000.00)     |              | (15,000.00)     | (6,174.06)      | (2,231.60)     | 41.16   | (8,825.94)      |
|                       | Subtotal object - 04         | (15,000.00)     |              | (15,000.00)     | (6,174.06)      | (2,231.60)     | 41.16   | (8,825.94)      |
| Program number: 1     | INSPECTIONS                  | (3,625,472.00)  |              | (3,625,472.00)  | (1,372,186.48)  | (407,488.04)   | 37.848  | (2,253,285.52)  |
| 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)     | (16,225.00)     | (6,850.00)     | 28.424  | (40,858.00)     |
|                       | Subtotal object - 04         | (67,083.00)     |              | (67,083.00)     | (16,225.00)     | (6,850.00)     | 24.186  | (50,858.00)     |
| 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)     | (16,225.00)     | (6,850.00)     | 24.008  | (51,358.00)     |
| 100-4220-40-03        | Zoning Application Fees      | (15,000.00)     |              | (15,000.00)     | (26,609.50)     | (1,960.00)     | 177.397 | 11,609.50       |
| 100-4225-40-03        | Development Application Fees | (50,000.00)     |              | (50,000.00)     | (26,275.00)     | (6,200.00)     | 52.55   | (23,725.00)     |
|                       | Subtotal object - 04         | (65,000.00)     |              | (65,000.00)     | (52,884.50)     | (8,160.00)     | 81.361  | (12,115.50)     |
| 100-4910-40-03        | Other Revenue                | (6,000.00)      |              | (6,000.00)      | (2,881.50)      | (700.00)       | 48.025  | (3,118.50)      |
|                       | Subtotal object - 04         | (6,000.00)      |              | (6,000.00)      | (2,881.50)      | (700.00)       | 48.025  | (3,118.50)      |
| Program number: 3     | PLANNING                     | (71,000.00)     |              | (71,000.00)     | (55,766.00)     | (8,860.00)     | 78.544  | (15,234.00)     |
| Department number: 40 | DEVELOPMENT SERVICES         | (3,764,055.00)  |              | (3,764,055.00)  | (1,444,177.48)  | (423,198.04)   | 38.368  | (2,319,877.52)  |
| 100-4910-50-01        | Other Revenue                | (15,000.00)     |              | (15,000.00)     | (7,560.00)      |                | 50.4    | (7,440.00)      |
|                       | Subtotal object - 04         | (15,000.00)     |              | (15,000.00)     | (7,560.00)      |                | 50.4    | (7,440.00)      |
| Program number: 1     | STREETS                      | (15,000.00)     |              | (15,000.00)     | (7,560.00)      |                | 50.4    | (7,440.00)      |
| Department number: 50 | PUBLIC WORKS                 | (15,000.00)     |              | (15,000.00)     | (7,560.00)      |                | 50.4    | (7,440.00)      |
| 100-4056-60-00        | Field Rental Fees            | (124,880.00)    |              | (124,880.00)    | (38,725.00)     | (28,200.00)    | 31.01   | (86,155.00)     |
| 100-4057-60-00        | Pavilion User Fees           | (3,400.00)      |              | (3,400.00)      | (345.00)        | (75.00)        | 10.147  | (3,055.00)      |
| 100-4058-60-00        | Park Program Fees            | (96,000.00)     |              | (96,000.00)     | (12,903.40)     | (9,519.40)     | 13.441  | (83,096.60)     |
|                       | Subtotal object - 04         | (224,280.00)    |              | (224,280.00)    | (51,973.40)     | (37,794.40)    | 23.173  | (172,306.60)    |
| 100-4721-60-00        | Prosper Christmas Donations  | (21,000.00)     |              | (21,000.00)     | (12,280.00)     |                | 58.476  | (8,720.00)      |
|                       | Subtotal object - 04         | (21,000.00)     |              | (21,000.00)     | (12,280.00)     |                | 58.476  | (8,720.00)      |
| 100-4910-60-00        | Other Revenue                | (10,000.00)     | (15,000.00)  | (25,000.00)     | (15,000.00)     | (5,000.00)     | 60      | (10,000.00)     |
|                       | Subtotal object - 04         | (10,000.00)     | (15,000.00)  | (25,000.00)     | (15,000.00)     | (5,000.00)     | 60      | (10,000.00)     |
| Program number:       | DEFAULT PROGRAM              | (255,280.00)    | (15,000.00)  | (270,280.00)    | (79,253.40)     | (42,794.40)    | 29.323  | (191,026.60)    |
| 100-4063-60-05        | Lost Fees                    | (1,000.00)      |              | (1,000.00)      | (611.62)        | (143.88)       | 61.162  | (388.38)        |
| 100-4064-60-05        | Printing/Copying Fees        | (400.00)        |              | (400.00)        | (355.72)        | (134.72)       | 88.93   | (44.28)         |
| 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)      | (2,400.00)      | (800.00)       | 34.286  | (4,600.00)      |
|                       | Subtotal object - 04         | (8,500.00)      |              | (8,500.00)      | (3,367.34)      | (1,078.60)     | 39.616  | (5,132.66)      |
| 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)     | (3,367.34)      | (1,078.60)     | 32.07   | (7,132.66)      |
| Department number: 60 | COMMUNITY SERVICES           | (265,780.00)    | (15,000.00)  | (280,780.00)    | (82,620.74)     | (43,873.00)    | 29.425  | (198,159.26)    |
|                       | Revenue Subtotal - - - - -   | (30,312,820.00) | (419,672.00) | (30,732,492.00) | (19,611,191.29) | (5,867,701.61) | 63.813  | (11,121,300.71) |
| 100-5110-10-01        | Salaries & Wages             | 165,153.00      |              | 165,153.00      | 55,976.58       | 18,658.86      | 33.894  | 109,176.42      |
| 100-5140-10-01        | Salaries - Longevity Pay     | 105.00          |              | 105.00          | 100.00          |                | 95.238  | 5.00            |
| 100-5143-10-01        | Cell Phone Allowance         | 1,020.00        |              | 1,020.00        | 340.00          | 85.00          | 33.333  | 680.00          |
| 100-5145-10-01        | Social Security Expense      | 10,310.00       |              | 10,310.00       | 2,121.99        | 1,109.17       | 20.582  | 8,188.01        |

|                   |                                |            |           |            |            |           |           |        |             |
|-------------------|--------------------------------|------------|-----------|------------|------------|-----------|-----------|--------|-------------|
| 100-5150-10-01    | Medicare Expense               | 2,412.00   |           | 2,412.00   | 772.12     | 259.40    |           | 32.012 | 1,639.88    |
| 100-5155-10-01    | SUTA Expense                   | 162.00     |           | 162.00     | 9.00       | 9.00      |           | 5.556  | 153.00      |
| 100-5160-10-01    | Health Insurance               | 16,441.00  |           | 16,441.00  | 5,650.28   | 2,468.42  |           | 34.367 | 10,790.72   |
| 100-5165-10-01    | Dental Insurance               | 467.00     |           | 467.00     | 147.06     | 36.06     |           | 31.49  | 319.94      |
| 100-5170-10-01    | Life Insurance/AD&D            | 113.00     |           | 113.00     | 69.04      | 17.26     |           | 61.097 | 43.96       |
| 100-5175-10-01    | Liability (TML)/Workers' Comp  | 316.00     |           | 316.00     | 121.86     | 50.51     |           | 38.563 | 194.14      |
| 100-5180-10-01    | TMRS Expense                   | 22,531.00  |           | 22,531.00  | 7,623.61   | 2,533.18  |           | 33.836 | 14,907.39   |
| 100-5185-10-01    | Long/Short Term Disability     | 314.00     |           | 314.00     | 94.56      | 23.64     |           | 30.115 | 219.44      |
| 100-5186-10-01    | WELLE-Wellness Prog Reimb Empl | 600.00     |           | 600.00     | 200.00     | 50.00     |           | 33.333 | 400.00      |
| 100-5191-10-01    | Hiring Cost                    |            |           |            | 92.28      |           |           | 0      | (92.28)     |
|                   | Subtotal object - 05           | 219,944.00 |           | 219,944.00 | 73,318.38  | 25,300.50 |           | 33.335 | 146,625.62  |
| 100-5210-10-01    | Office Supplies                |            |           |            | 19.19      |           |           | 0      | (19.19)     |
| 100-5230-10-01    | Dues,Fees,& Subscriptions      | 7,150.00   |           | 7,150.00   | 3,507.97   | 509.99    |           | 49.063 | 3,642.03    |
| 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     | 696.84     | 300.00    |           | 696.84 | (596.84)    |
|                   | Subtotal object - 05           | 7,650.00   |           | 7,650.00   | 4,224.00   | 809.99    |           | 55.216 | 3,426.00    |
| 100-5330-10-01    | Copier Expense                 | 1,400.00   |           | 1,400.00   | 64.23      |           |           | 4.588  | 1,335.77    |
|                   | Subtotal object - 05           | 1,400.00   |           | 1,400.00   | 64.23      |           |           | 4.588  | 1,335.77    |
| 100-5410-10-01    | Professional Services          | 311,580.00 | 12,180.00 | 323,760.00 | 79,429.43  | 11,560.00 | 244330.57 | 24.533 |             |
| 100-5430-10-01    | Legal Fees                     | 62,725.00  |           | 62,725.00  | 33,275.72  | 11,932.70 |           | 53.05  | 29,449.28   |
| 100-5480-10-01    | Contracted Services            | 360.00     | 14,000.00 | 14,360.00  | 14,000.00  |           | 14000     | 97.493 | (13,640.00) |
|                   | Subtotal object - 05           | 374,665.00 | 26,180.00 | 400,845.00 | 126,705.15 | 23,492.70 | 258330.57 | 31.61  | 15,809.28   |
| 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     | 36.57      | 36.57     |           | 18.285 | 163.43      |
| 100-5536-10-01    | Training/Seminars              | 1,450.00   |           | 1,450.00   | 350.00     | 350.00    |           | 24.138 | 1,100.00    |
|                   | Subtotal object - 05           | 6,850.00   |           | 6,850.00   | 386.57     | 386.57    |           | 5.643  | 6,463.43    |
| 100-7145-10-01    | Transfer to VERF               | 132.00     |           | 132.00     | 44.00      | 11.00     |           | 33.333 | 88.00       |
|                   | Subtotal object - 07           | 132.00     |           | 132.00     | 44.00      | 11.00     |           | 33.333 | 88.00       |
| Program number: 1 | TOWN MANAGER                   | 610,641.00 | 26,180.00 | 636,821.00 | 204,742.33 | 50,000.76 | 258330.57 | 32.151 | 173,748.10  |
| 100-5110-10-02    | Salaries & Wages               | 246,695.00 | 15,812.36 | 262,507.36 | 88,956.05  | 29,943.83 |           | 33.887 | 173,551.31  |
| 100-5115-10-02    | Salaries - Overtime            | 2,000.00   |           | 2,000.00   | 485.62     |           |           | 24.281 | 1,514.38    |
| 100-5140-10-02    | Salaries - Longevity Pay       | 625.00     |           | 625.00     | 790.00     |           |           | 126.4  | (165.00)    |
| 100-5143-10-02    | Cell Phone Allowance           | 1,020.00   |           | 1,020.00   | 340.00     | 85.00     |           | 33.333 | 680.00      |
| 100-5145-10-02    | Social Security Expense        | 15,522.00  |           | 15,522.00  | 5,426.02   | 1,810.67  |           | 34.957 | 10,095.98   |
| 100-5150-10-02    | Medicare Expense               | 3,630.00   |           | 3,630.00   | 1,268.99   | 423.45    |           | 34.958 | 2,361.01    |
| 100-5155-10-02    | SUTA Expense                   | 648.00     |           | 648.00     | 26.06      | 26.06     |           | 4.022  | 621.94      |
| 100-5160-10-02    | Health Insurance               | 30,395.00  |           | 30,395.00  | 12,233.36  | 5,870.84  |           | 40.248 | 18,161.64   |
| 100-5165-10-02    | Dental Insurance               | 1,284.00   |           | 1,284.00   | 436.72     | 109.18    |           | 34.012 | 847.28      |
| 100-5170-10-02    | Life Insurance/AD&D            | 401.00     |           | 401.00     | 160.56     | 40.14     |           | 40.04  | 240.44      |
| 100-5175-10-02    | Liability (TML)/Workers' Comp  | 472.00     |           | 472.00     | 196.01     | 81.24     |           | 41.528 | 275.99      |
| 100-5180-10-02    | TMRS Expense                   | 33,921.00  |           | 33,921.00  | 12,278.47  | 4,073.23  |           | 36.197 | 21,642.53   |
| 100-5185-10-02    | Long/Short Term Disability     | 469.00     |           | 469.00     | 149.39     | 37.72     |           | 31.853 | 319.61      |
| 100-5186-10-02    | WELLE-Wellness Prog Reimb Empl | 1,200.00   |           | 1,200.00   | 406.64     | 139.16    |           | 33.887 | 793.36      |
| 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 | 123,153.89 | 42,640.52 |           | 34.633 | 232,440.47  |
| 100-5210-10-02    | Office Supplies                | 2,500.00   |           | 2,500.00   | 389.21     | 60.18     |           | 15.568 | 2,110.79    |
| 100-5220-10-02    | Office Equipment               | 1,500.00   |           | 1,500.00   | 624.86     |           |           | 41.657 | 875.14      |
| 100-5230-10-02    | Dues,Fees,& Subscriptions      | 2,050.00   |           | 2,050.00   | 420.50     | 256.50    |           | 20.512 | 1,629.50    |
| 100-5240-10-02    | Postage and Delivery           | 200.00     |           | 200.00     | 49.05      | 11.00     |           | 24.525 | 150.95      |
| 100-5280-10-02    | Printing and Reproduction      | 500.00     |           | 500.00     |            |           |           | 0      | 500.00      |
|                   | Subtotal object - 05           | 6,750.00   |           | 6,750.00   | 1,483.62   | 327.68    |           | 21.98  | 5,266.38    |
| 100-5310-10-02    | Rental Expense                 | 8,300.00   |           | 8,300.00   | 2,979.76   | 577.00    |           | 35.901 | 5,320.24    |
| 100-5330-10-02    | Copier Expense                 | 1,800.00   |           | 1,800.00   | 64.09      |           |           | 3.561  | 1,735.91    |
|                   | Subtotal object - 05           | 10,100.00  |           | 10,100.00  | 3,043.85   | 577.00    |           | 30.137 | 7,056.15    |

|                   |                                |              |           |              |            |            |          |        |            |
|-------------------|--------------------------------|--------------|-----------|--------------|------------|------------|----------|--------|------------|
| 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    | 29,752.43  | 6,284.60   |          | 94.452 | 1,747.57   |
| 100-5435-10-02    | Legal Notices/Filings          | 8,800.00     |           | 8,800.00     | 1,581.20   | 416.40     |          | 17.968 | 7,218.80   |
| 100-5460-10-02    | Election Expense               | 12,000.00    |           | 12,000.00    | 122.12     |            |          | 1.018  | 11,877.88  |
| 100-5480-10-02    | Contracted Services            | 27,400.00    | 7,380.44  | 34,780.44    | 8,369.01   |            | 6008.84  | 24.062 | 20,402.59  |
|                   | Subtotal object - 05           | 98,500.00    | 7,380.44  | 105,880.44   | 39,824.76  | 6,701.00   | 6008.84  | 37.613 | 60,046.84  |
| 100-5520-10-02    | Telephones                     | 870.00       |           | 870.00       | 108.99     |            |          | 12.528 | 761.01     |
| 100-5526-10-02    | Data Network                   | 460.00       |           | 460.00       | 113.97     |            |          | 24.776 | 346.03     |
| 100-5530-10-02    | Travel                         | 8,600.00     |           | 8,600.00     | 1,742.32   |            |          | 20.26  | 6,857.68   |
| 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     | 695.00     | 695.00     |          | 26.731 | 1,905.00   |
| 100-5538-10-02    | Council/Public Official Expnse | 34,000.00    |           | 34,000.00    | 11,864.26  | 4,386.38   |          | 34.895 | 22,135.74  |
|                   | Subtotal object - 05           | 47,230.00    |           | 47,230.00    | 14,562.24  | 5,081.38   |          | 30.833 | 32,667.76  |
| 100-5600-10-02    | Special Events                 | 10,861.00    |           | 10,861.00    | 236.77     | 161.78     |          | 2.18   | 10,624.23  |
|                   | Subtotal object - 05           | 10,861.00    |           | 10,861.00    | 236.77     | 161.78     |          | 2.18   | 10,624.23  |
| Program number: 2 | TOWN SECRETARY                 | 513,223.00   | 23,192.80 | 536,415.80   | 182,305.13 | 55,489.36  | 6008.84  | 33.986 | 348,101.83 |
| 100-5110-10-03    | Salaries & Wages               | 574,032.00   | 7,790.54  | 581,822.54   | 188,878.93 | 52,146.60  |          | 32.463 | 392,943.61 |
| 100-5126-10-03    | Salaries-Vacation Buy-Out      | 3,000.00     |           | 3,000.00     | 1,832.64   |            |          | 61.088 | 1,167.36   |
| 100-5140-10-03    | Salaries - Longevity Pay       | 1,470.00     |           | 1,470.00     | 1,320.00   |            |          | 89.796 | 150.00     |
| 100-5143-10-03    | Cell Phone Allowance           | 2,040.00     |           | 2,040.00     | 595.00     | 170.00     |          | 29.167 | 1,445.00   |
| 100-5145-10-03    | Social Security Expense        | 35,994.00    |           | 35,994.00    | 10,284.01  | 3,043.91   |          | 28.571 | 25,709.99  |
| 100-5150-10-03    | Medicare Expense               | 8,418.00     |           | 8,418.00     | 2,605.39   | 711.88     |          | 30.95  | 5,812.61   |
| 100-5155-10-03    | SUTA Expense                   | 1,134.00     |           | 1,134.00     | 52.40      | 43.62      |          | 4.621  | 1,081.60   |
| 100-5160-10-03    | Health Insurance               | 68,688.00    |           | 68,688.00    | 22,290.82  | 7,218.76   |          | 32.452 | 46,397.18  |
| 100-5165-10-03    | Dental Insurance               | 2,678.00     |           | 2,678.00     | 786.86     | 185.24     |          | 29.382 | 1,891.14   |
| 100-5170-10-03    | Life Insurance/AD&D            | 777.00       |           | 777.00       | 246.54     | 56.30      |          | 31.73  | 530.46     |
| 100-5175-10-03    | Liability (TML)/Workers' Comp  | 1,104.00     |           | 1,104.00     | 404.10     | 141.07     |          | 36.603 | 699.90     |
| 100-5180-10-03    | TMRS Expense                   | 78,664.00    |           | 78,664.00    | 26,082.78  | 7,074.17   |          | 33.157 | 52,581.22  |
| 100-5185-10-03    | Long/Short Term Disability     | 1,091.00     |           | 1,091.00     | 279.55     | 62.74      |          | 25.623 | 811.45     |
| 100-5186-10-03    | WELLE-Wellness Prog Reimb Empl | 2,400.00     |           | 2,400.00     | 500.00     | 100.00     |          | 20.833 | 1,900.00   |
|                   | Subtotal object - 05           | 781,490.00   | 7,790.54  | 789,280.54   | 256,159.02 | 70,954.29  |          | 32.455 | 533,121.52 |
| 100-5210-10-03    | Office Supplies                | 4,750.00     |           | 4,750.00     | 1,375.99   | 1,036.21   |          | 28.968 | 3,374.01   |
| 100-5220-10-03    | Office Equipment               | 1,100.00     |           | 1,100.00     | 1,733.71   |            |          | 157.61 | (633.71)   |
| 100-5230-10-03    | Dues,Fees,& Subscriptions      | 8,398.00     |           | 8,398.00     | 1,729.46   | 467.99     |          | 20.594 | 6,668.54   |
| 100-5240-10-03    | Postage and Delivery           | 2,250.00     |           | 2,250.00     | 684.40     | 232.40     |          | 30.418 | 1,565.60   |
| 100-5280-10-03    | Printing and Reproduction      | 9,350.00     |           | 9,350.00     | 1,225.00   | 1,225.00   |          | 13.102 | 8,125.00   |
| 100-5290-10-03    | Other Charges and Services     | 900.00       |           | 900.00       | 29.99      |            |          | 3.332  | 870.01     |
|                   | Subtotal object - 05           | 26,748.00    |           | 26,748.00    | 6,778.55   | 2,961.60   |          | 25.342 | 19,969.45  |
| 100-5330-10-03    | Copier Expense                 | 1,500.00     |           | 1,500.00     | 333.54     |            |          | 22.236 | 1,166.46   |
|                   | Subtotal object - 05           | 1,500.00     |           | 1,500.00     | 333.54     |            |          | 22.236 | 1,166.46   |
| 100-5400-10-03    | Uniform Expense                | 495.00       |           | 495.00       | 448.48     |            |          | 90.602 | 46.52      |
| 100-5410-10-03    | Professional Services          | 4,000.00     |           | 4,000.00     | 1,020.00   | 1,020.00   |          | 25.5   | 2,980.00   |
| 100-5412-10-03    | Audit Fees                     | 47,500.00    |           | 47,500.00    | 37,406.00  | 28,000.00  | 7719     | 78.749 | 2,375.00   |
| 100-5414-10-03    | Appraisal/Tax Fees             | 173,300.00   |           | 173,300.00   | 51,913.90  |            | 121238.7 | 29.956 | 147.40     |
| 100-5418-10-03    | IT Fees                        | 52,479.00    |           | 52,479.00    | 33,434.50  |            |          | 63.71  | 19,044.50  |
| 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     | 1,657.70   | 407.70     |          | 20.721 | 6,342.30   |
| 100-5435-10-03    | Legal Notices/Filings          | 200.00       |           | 200.00       |            |            |          | 0      | 200.00     |
|                   | Subtotal object - 05           | 295,974.00   |           | 295,974.00   | 134,880.58 | 29,427.70  | 128957.7 | 45.572 | 32,135.72  |
| 100-5530-10-03    | Travel                         | 12,580.00    |           | 12,580.00    | 1,639.47   |            |          | 13.032 | 10,940.53  |
| 100-5533-10-03    | Mileage Expense                | 3,360.00     |           | 3,360.00     | 157.02     | 119.90     |          | 4.673  | 3,202.98   |
| 100-5536-10-03    | Training/Seminars              | 9,829.00     |           | 9,829.00     | 2,331.61   | 949.61     |          | 23.722 | 7,497.39   |
|                   | Subtotal object - 05           | 25,769.00    |           | 25,769.00    | 4,128.10   | 1,069.51   |          | 16.02  | 21,640.90  |
| Program number: 3 | FINANCE                        | 1,131,481.00 | 7,790.54  | 1,139,271.54 | 402,279.79 | 104,413.10 | 128957.7 | 35.31  | 608,034.05 |
| 100-5110-10-04    | Salaries & Wages               | 285,456.00   | 15,837.53 | 301,293.53   | 103,128.42 | 39,272.88  |          | 34.229 | 198,165.11 |



|                   |                                |            |           |            |            |           |         |            |
|-------------------|--------------------------------|------------|-----------|------------|------------|-----------|---------|------------|
| 100-5140-10-04    | Salaries - Longevity Pay       | 445.00     |           | 445.00     | 435.00     |           | 97.753  | 10.00      |
| 100-5143-10-04    | Cell Phone Allowance           | 1,020.00   |           | 1,020.00   | 255.00     |           | 25      | 765.00     |
| 100-5145-10-04    | Social Security Expense        | 17,790.00  |           | 17,790.00  | 6,402.92   | 2,413.84  | 35.992  | 11,387.08  |
| 100-5150-10-04    | Medicare Expense               | 4,161.00   |           | 4,161.00   | 1,498.75   | 564.53    | 36.019  | 2,662.25   |
| 100-5155-10-04    | SUTA Expense                   | 810.00     |           | 810.00     | 31.11      | 31.11     | 3.841   | 778.89     |
| 100-5160-10-04    | Health Insurance               | 13,955.00  |           | 13,955.00  | 6,775.92   | 2,559.52  | 48.555  | 7,179.08   |
| 100-5165-10-04    | Dental Insurance               | 857.00     |           | 857.00     | 353.48     | 71.36     | 41.246  | 503.52     |
| 100-5170-10-04    | Life Insurance/AD&D            | 308.00     |           | 308.00     | 207.81     | 48.22     | 67.471  | 100.19     |
| 100-5175-10-04    | Liability (TML)/Workers' Comp  | 546.00     |           | 546.00     | 310.54     | 141.40    | 56.875  | 235.46     |
| 100-5180-10-04    | TMRS Expense                   | 38,878.00  |           | 38,878.00  | 12,897.92  | 3,995.95  | 33.175  | 25,980.08  |
| 100-5185-10-04    | Long/Short Term Disability     | 464.00     |           | 464.00     | 119.76     | 12.72     | 25.81   | 344.24     |
| 100-5186-10-04    | WELLE-Wellness Prog Reimb Empl | 1,200.00   |           | 1,200.00   | 313.28     | 78.32     | 26.107  | 886.72     |
| 100-5190-10-04    | Contract Labor                 |            |           |            | 712.50     |           | 0       | (712.50)   |
| 100-5191-10-04    | Hiring Cost                    | 20,000.00  |           | 20,000.00  | 10,482.40  | 698.00    | 52.412  | 9,517.60   |
|                   | Subtotal object - 05           | 385,890.00 | 15,837.53 | 401,727.53 | 143,924.81 | 49,887.85 | 35.826  | 257,802.72 |
| 100-5210-10-04    | Office Supplies                | 1,400.00   |           | 1,400.00   | 332.32     | 282.14    | 23.737  | 1,067.68   |
| 100-5220-10-04    | Office Equipment               | 1,500.00   |           | 1,500.00   | 284.18     | 284.18    | 18.945  | 1,215.82   |
| 100-5230-10-04    | Dues,Fees,& Subscriptions      | 3,500.00   |           | 3,500.00   | 989.76     | 249.38    | 28.279  | 2,510.24   |
| 100-5240-10-04    | Postage and Delivery           | 150.00     |           | 150.00     | 318.65     | 1.50      | 212.433 | (168.65)   |
| 100-5280-10-04    | Printing and Reproduction      | 500.00     |           | 500.00     | 48.98      |           | 9.796   | 451.02     |
|                   | Subtotal object - 05           | 7,050.00   |           | 7,050.00   | 1,973.89   | 817.20    | 27.998  | 5,076.11   |
| 100-5330-10-04    | Copier Expense                 | 2,000.00   |           | 2,000.00   | 186.27     |           | 9.314   | 1,813.73   |
|                   | Subtotal object - 05           | 2,000.00   |           | 2,000.00   | 186.27     |           | 9.314   | 1,813.73   |
| 100-5410-10-04    | Professional Services          | 35,000.00  |           | 35,000.00  |            |           | 3602.5  | 0          |
| 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  | 2,280.00   | 266.00    | 22.8    | 7,720.00   |
| 100-5435-10-04    | Legal Notices/Filings          | 150.00     |           | 150.00     | 66.00      |           | 44      | 84.00      |
| 100-5480-10-04    | Contracted Services            | 3,000.00   |           | 3,000.00   |            |           | 0       | 3,000.00   |
|                   | Subtotal object - 05           | 48,550.00  |           | 48,550.00  | 2,346.00   | 266.00    | 3602.5  | 4,832      |
| 100-5526-10-04    | Data Network                   | 480.00     |           | 480.00     | 113.97     |           | 23.744  | 366.03     |
| 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  | 8,059.57   |           | 32.923  | 16,420.43  |
| 100-5600-10-04    | Special Events                 | 10,000.00  |           | 10,000.00  | 5,233.64   | 101.85    | 52.336  | 4,766.36   |
|                   | Subtotal object - 05           | 10,000.00  |           | 10,000.00  | 5,233.64   | 101.85    | 52.336  | 4,766.36   |
| 100-7145-10-04    | Transfer to VERF               | 1,112.00   |           | 1,112.00   | 370.68     | 92.67     | 33.335  | 741.32     |
|                   | Subtotal object - 07           | 1,112.00   |           | 1,112.00   | 370.68     | 92.67     | 33.335  | 741.32     |
| Program number: 4 | HUMAN RESOURCES                | 479,082.00 | 15,837.53 | 494,919.53 | 162,094.86 | 51,165.57 | 3602.5  | 329,222.17 |
| 100-5110-10-05    | Salaries & Wages               | 254,763.00 | 4,353.43  | 259,116.43 | 87,663.35  | 29,479.37 | 33.832  | 171,453.08 |
| 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   |           | 105.008 | (66.00)    |
| 100-5140-10-05    | Salaries - Longevity Pay       | 470.00     |           | 470.00     | 430.00     |           | 91.489  | 40.00      |
| 100-5143-10-05    | Cell Phone Allowance           | 4,500.00   |           | 4,500.00   | 1,500.00   | 375.00    | 33.333  | 3,000.00   |
| 100-5145-10-05    | Social Security Expense        | 16,369.00  |           | 16,369.00  | 5,070.72   | 1,702.95  | 30.978  | 11,298.28  |
| 100-5150-10-05    | Medicare Expense               | 3,829.00   |           | 3,829.00   | 1,185.90   | 398.27    | 30.972  | 2,643.10   |
| 100-5155-10-05    | SUTA Expense                   | 486.00     |           | 486.00     | 22.50      | 22.50     | 4.63    | 463.50     |
| 100-5160-10-05    | Health Insurance               | 34,464.00  |           | 34,464.00  | 15,785.84  | 6,758.96  | 45.804  | 18,678.16  |
| 100-5165-10-05    | Dental Insurance               | 1,409.00   |           | 1,409.00   | 459.02     | 114.74    | 32.578  | 949.98     |
| 100-5170-10-05    | Life Insurance/AD&D            | 324.00     |           | 324.00     | 134.40     | 33.60     | 41.481  | 189.60     |
| 100-5175-10-05    | Liability (TML)/Workers' Comp  | 496.00     |           | 496.00     | 191.86     | 79.87     | 38.681  | 304.14     |
| 100-5180-10-05    | TMRS Expense                   | 35,774.00  |           | 35,774.00  | 12,175.43  | 4,005.05  | 34.034  | 23,598.57  |
| 100-5185-10-05    | Long/Short Term Disability     | 485.00     |           | 485.00     | 147.51     | 36.94     | 30.414  | 337.49     |
| 100-5186-10-05    | WELLE-Wellness Prog Reimb Empl | 1,200.00   |           | 1,200.00   | 400.00     | 100.00    | 33.333  | 800.00     |
|                   | Subtotal object - 05           | 358,847.00 | 4,353.43  | 363,200.43 | 126,550.53 | 43,107.25 | 34.843  | 236,649.90 |
| 100-5210-10-05    | Office Supplies                | 600.00     |           | 600.00     | 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       | 293.19     |            |           | 41.294 | 416.81     |
| 100-5225-10-05    | Computer Hardware              | 60,125.00    |             | 60,125.00    | 48,463.09  | 189.66     |           | 80.604 | 11,661.91  |
| 100-5230-10-05    | Dues,Fees,& Subscriptions      | 575.00       |             | 575.00       | 307.17     | 107.17     |           | 53.421 | 267.83     |
| 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    | 49,089.12  | 296.83     |           | 77.679 | 14,105.88  |
| 100-5330-10-05    | Copier Expense                 | 57,500.00    |             | 57,500.00    | 8,910.33   |            | 13405.28  | 15.496 | 35,184.39  |
|                   | Subtotal object - 05           | 57,500.00    |             | 57,500.00    | 8,910.33   |            | 13405.28  | 15.496 | 35,184.39  |
| 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    | 18,235.45  | 3,584.99   | 10662     | 32.845 | 26,621.55  |
| 100-5419-10-05    | IT Licenses                    | 169,026.00   |             | 169,026.00   | 17,523.00  |            | 30427.95  | 10.367 | 121,075.05 |
| 100-5430-10-05    | Legal Fees                     | 750.00       |             | 750.00       | 190.00     | 152.00     |           | 25.333 | 560.00     |
| 100-5480-10-05    | Contracted Services            | 21,388.00    | 16,000.00   | 37,388.00    | 17,976.24  | 3,406.04   | 16902.76  | 48.08  | 2,509.00   |
|                   | Subtotal object - 05           | 247,483.00   | 16,000.00   | 263,483.00   | 53,924.69  | 7,143.03   | 57992.71  | 20.466 | 151,565.60 |
| 100-5520-10-05    | Telephones                     | 35,990.00    |             | 35,990.00    | 8,381.36   | 2,011.34   |           | 23.288 | 27,608.64  |
| 100-5526-10-05    | Data Network                   | 53,870.00    |             | 53,870.00    | 4,346.17   |            |           | 8.068  | 49,523.83  |
| 100-5530-10-05    | Travel                         | 6,600.00     |             | 6,600.00     | 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     | 531.00     | 177.00     |           | 7.176  | 6,869.00   |
|                   | Subtotal object - 05           | 104,760.00   |             | 104,760.00   | 13,676.13  | 2,188.34   |           | 13.055 | 91,083.87  |
| 100-5620-10-05    | Tools & Equipment              | 250.00       |             | 250.00       | 45.66      |            |           | 18.264 | 204.34     |
| 100-5630-10-05    | Safety Equipment               | 150.00       |             | 150.00       |            |            |           | 0      | 150.00     |
|                   | Subtotal object - 05           | 400.00       |             | 400.00       | 45.66      |            |           | 11.415 | 354.34     |
| 100-6125-10-05    | Capital Expense-Technology     | 186,961.00   | (16,000.00) | 170,961.00   | 69,098.97  | 69,098.97  | 89214.82  | 40.418 | 12,647.21  |
|                   | Subtotal object - 06           | 186,961.00   | (16,000.00) | 170,961.00   | 69,098.97  | 69,098.97  | 89214.82  | 40.418 | 12,647.21  |
| 100-7145-10-05    | Transfer to VRF                | 35,296.00    |             | 35,296.00    | 11,765.32  | 2,941.33   |           | 33.333 | 23,530.68  |
|                   | Subtotal object - 07           | 35,296.00    |             | 35,296.00    | 11,765.32  | 2,941.33   |           | 33.333 | 23,530.68  |
| Program number: 5 | INFORMATION TECHNOLOGY         | 1,054,442.00 | 4,353.43    | 1,058,795.43 | 333,060.75 | 124,775.75 | 160612.81 | 31.457 | 565,121.87 |
| 100-5110-10-07    | Salaries & Wages               | 195,125.00   | 8,502.10    | 203,627.10   | 76,868.67  | 25,645.67  |           | 37.75  | 126,758.43 |
| 100-5115-10-07    | Salaries - Overtime            | 270.00       |             | 270.00       | 72.87      | 40.48      |           | 26.989 | 197.13     |
| 100-5126-10-07    | Salaries-Vacation Buy-Out      | 3,627.00     |             | 3,627.00     | 1,904.32   |            |           | 52.504 | 1,722.68   |
| 100-5140-10-07    | Salaries - Longevity Pay       | 745.00       |             | 745.00       | 370.00     |            |           | 49.664 | 375.00     |
| 100-5145-10-07    | Social Security Expense        | 12,386.00    |             | 12,386.00    | 4,596.27   | 1,509.78   |           | 37.109 | 7,789.73   |
| 100-5150-10-07    | Medicare Expense               | 2,897.00     |             | 2,897.00     | 1,074.95   | 353.10     |           | 37.106 | 1,822.05   |
| 100-5155-10-07    | SUTA Expense                   | 648.00       |             | 648.00       | 26.84      | 23.19      |           | 4.142  | 621.16     |
| 100-5160-10-07    | Health Insurance               | 30,069.00    |             | 30,069.00    | 8,661.28   | 2,165.32   |           | 28.805 | 21,407.72  |
| 100-5165-10-07    | Dental Insurance               | 1,339.00     |             | 1,339.00     | 443.68     | 114.04     |           | 33.135 | 895.32     |
| 100-5170-10-07    | Life Insurance/AD&D            | 338.00       |             | 338.00       | 112.56     | 28.14      |           | 33.302 | 225.44     |
| 100-5175-10-07    | Liability (TML)/Workers' Comp  | 793.00       |             | 793.00       | 459.85     | 190.12     |           | 57.989 | 333.15     |
| 100-5180-10-07    | TMRS Expense                   | 27,069.00    |             | 27,069.00    | 10,758.26  | 3,484.68   |           | 39.744 | 16,310.74  |
| 100-5185-10-07    | Long/Short Term Disability     | 323.00       |             | 323.00       | 103.17     | 25.88      |           | 31.941 | 219.83     |
| 100-5186-10-07    | WELLE-Wellness Prog Reimb Empl | 1,200.00     |             | 1,200.00     | 200.00     | 50.00      |           | 16.667 | 1,000.00   |
|                   | Subtotal object - 05           | 276,829.00   | 8,502.10    | 285,331.10   | 105,652.72 | 33,630.40  |           | 37.028 | 179,678.38 |
| 100-5210-10-07    | Office Supplies                | 2,275.00     |             | 2,275.00     | 1,017.30   |            |           | 44.716 | 1,257.70   |
| 100-5230-10-07    | Dues,Fees,& Subscriptions      | 415.00       |             | 415.00       | 160.00     |            |           | 38.554 | 255.00     |
| 100-5240-10-07    | Postage and Delivery           | 3,800.00     |             | 3,800.00     | 990.00     | 291.35     |           | 26.053 | 2,810.00   |
| 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     | 2,491.42   | 291.35     |           | 28.836 | 6,148.58   |
| 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     |            |           | 6.507  | 1,729.62   |
| 100-5350-10-07    | VEHICLE EXPENSE                | 500.00       |             | 500.00       | 359.41     | 6.00       |           | 71.882 | 140.59     |
| 100-5352-10-07    | FUEL                           | 3,000.00     |             | 3,000.00     | 87.25      |            |           | 2.908  | 2,912.75   |

|                       |                               |              |              |              |              |            |           |         |              |
|-----------------------|-------------------------------|--------------|--------------|--------------|--------------|------------|-----------|---------|--------------|
| 100-5353-10-07        | OIL/GREASE/INSPECTIONS        | 300.00       |              | 300.00       |              |            |           | 0       | 300.00       |
|                       | Subtotal object - 05          | 8,351.00     |              | 8,351.00     | 740.62       | 6.00       |           | 8.869   | 7,610.38     |
| 100-5410-10-07        | Professional Services         | 3,500.00     |              | 3,500.00     | 650.00       | 150.00     |           | 18.571  | 2,850.00     |
| 100-5418-10-07        | IT Fees                       |              |              |              | 3,441.92     |            |           | 0       | (3,441.92)   |
| 100-5419-10-07        | IT Licenses                   | 7,400.00     |              | 7,400.00     |              |            |           | 0       | 7,400.00     |
| 100-5420-10-07        | Municipal Court/Judge Fees    | 39,400.00    |              | 39,400.00    | 12,800.00    | 3,200.00   | 25600     | 32.487  | 1,000.00     |
| 100-5425-10-07        | State Fines Expense           | 3,000.00     |              | 3,000.00     | 1,700.46     | 377.88     |           | 56.682  | 1,299.54     |
| 100-5430-10-07        | Legal Fees                    | 43,200.00    |              | 43,200.00    | 9,314.75     | 2,886.69   |           | 21.562  | 33,885.25    |
|                       | Subtotal object - 05          | 96,500.00    |              | 96,500.00    | 27,907.13    | 6,614.57   | 25600     | 28.919  | 42,992.87    |
| 100-5530-10-07        | Travel                        | 900.00       |              | 900.00       | 473.96       |            |           | 52.662  | 426.04       |
| 100-5533-10-07        | Mileage Expense               | 800.00       |              | 800.00       |              |            |           | 0       | 800.00       |
| 100-5536-10-07        | Training/Seminars             | 1,000.00     |              | 1,000.00     | 250.00       |            |           | 25      | 750.00       |
|                       | Subtotal object - 05          | 2,700.00     |              | 2,700.00     | 723.96       |            |           | 26.813  | 1,976.04     |
| 100-7145-10-07        | Transfer to VERF              | 97.00        |              | 97.00        | 32.32        | 8.08       |           | 33.32   | 64.68        |
|                       | Subtotal object - 07          | 97.00        |              | 97.00        | 32.32        | 8.08       |           | 33.32   | 64.68        |
| Program number: 7     | MUNICIPAL COURT               | 393,117.00   | 8,502.10     | 401,619.10   | 137,548.17   | 40,550.40  | 25600     | 34.248  | 238,470.93   |
| 100-5110-10-99        | Salaries & Wages              | (205,272.00) | (127,672.00) | (332,944.00) |              |            |           | 0       | (332,944.00) |
| 100-5176-10-99        | TML Prop. & Liab. Insurance   | 206,000.00   |              | 206,000.00   | 228,101.37   |            |           | 110.729 | (22,101.37)  |
|                       | Subtotal object - 05          | 728.00       | (127,672.00) | (126,944.00) | 228,101.37   |            |           |         | (355,045.37) |
| 100-5210-10-99        | OFFICE SUPPLIES               | 1,000.00     |              | 1,000.00     |              |            |           | 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   | 14,250.58    | 1,798.51   |           | 2.121   | 657,759.42   |
| 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    | 845.54       | 635.59     |           | 4.45    | 18,154.46    |
| 100-5352-10-99        | Fuel                          | 1,250.00     |              | 1,250.00     | 185.29       | 21.10      |           | 14.823  | 1,064.71     |
| 100-5353-10-99        | Oil/Grease/Inspections        | 50.00        |              | 50.00        |              |            |           | 0       | 50.00        |
|                       | Subtotal object - 05          | 717,310.00   |              | 717,310.00   | 15,281.41    | 2,455.20   |           | 2.13    | 702,028.59   |
| 100-5410-10-99        | Professional Services         | 71,500.00    |              | 71,500.00    | 12,022.08    | 5,272.08   | 27000     | 16.814  | 32,477.92    |
| 100-5415-10-99        | Tuition Reimbursement         | 54,207.00    |              | 54,207.00    | 8,173.64     | 8,173.64   |           | 15.079  | 46,033.36    |
| 100-5480-10-99        | Contracted Services           | 86,000.00    |              | 86,000.00    | 12,000.00    | 3,000.00   | 24000     | 13.953  | 50,000.00    |
| 100-5489-10-99        | Developer Reimbursement       |              |              |              | 18,750.00    |            |           | 0       | (18,750.00)  |
|                       | Subtotal object - 05          | 211,707.00   |              | 211,707.00   | 50,945.72    | 16,445.72  | 51000     | 24.064  | 109,761.28   |
| 100-5600-10-99        | Special Events                | 10,000.00    |              | 10,000.00    | 8,013.92     | 4,099.31   |           | 80.139  | 1,986.08     |
|                       | Subtotal object - 05          | 10,000.00    |              | 10,000.00    | 8,013.92     | 4,099.31   |           | 80.139  | 1,986.08     |
| 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   |              |            | 114528.89 | 0       | 85,471.11    |
|                       | Subtotal object - 06          | 200,000.00   |              | 200,000.00   |              |            | 114528.89 | 0       | 85,471.11    |
| 100-7000-10-99        | Contingency                   | 50,000.00    | (12,180.00)  | 37,820.00    |              |            | 5937.5    | 0       | 31,882.50    |
|                       | Subtotal object - 07          | 50,000.00    | (12,180.00)  | 37,820.00    |              |            | 5937.5    | 0       | 31,882.50    |
| 100-7145-10-99        | Transfer to VERF              | 3,731.00     |              | 3,731.00     | 1,243.68     | 310.92     |           | 33.334  | 2,487.32     |
|                       | Subtotal object - 07          | 3,731.00     |              | 3,731.00     | 1,243.68     | 310.92     |           | 33.334  | 2,487.32     |
| Program number: 99    | NON-DEPARTMENTAL              | 1,260,776.00 | (139,852.00) | 1,120,924.00 | 304,086.10   | 23,311.15  | 171466.39 | 27.128  | 645,371.51   |
| Department number: 10 | ADMINISTRATION                | 5,442,762.00 | (53,995.60)  | 5,388,766.40 | 1,726,117.13 | 449,706.09 | 754578.81 | 32.032  | 2,908,070.46 |
| 100-5110-20-01        | Salaries & Wages              | 2,127,340.00 | 71,677.52    | 2,199,017.52 | 599,079.45   | 211,791.18 |           | 27.243  | 1,599,938.07 |
| 100-5115-20-01        | Salaries - Overtime           | 190,106.00   |              | 190,106.00   | 21,300.13    | 7,647.01   |           | 11.204  | 168,805.87   |
| 100-5126-20-01        | Salaries-Vacation Buy-Out     | 3,331.00     |              | 3,331.00     | 3,432.40     |            |           | 103.044 | (101.40)     |
| 100-5127-20-01        | Salaries-Certification Pay    | 21,420.00    |              | 21,420.00    | 9,144.90     | 2,990.61   |           | 42.693  | 12,275.10    |
| 100-5140-20-01        | Salaries - Longevity Pay      | 4,665.00     |              | 4,665.00     | 4,430.00     |            |           | 94.962  | 235.00       |
| 100-5143-20-01        | Cell Phone Allowance          | 8,190.00     |              | 8,190.00     | 625.00       | 250.00     |           | 7.631   | 7,565.00     |
| 100-5145-20-01        | Social Security Expense       | 146,014.00   |              | 146,014.00   | 37,164.40    | 13,539.84  |           | 25.453  | 108,849.60   |
| 100-5150-20-01        | Medicare Expense              | 34,148.00    |              | 34,148.00    | 9,025.17     | 3,166.55   |           | 26.43   | 25,122.83    |
| 100-5155-20-01        | SUTA Expense                  | 5,184.00     |              | 5,184.00     | 190.83       | 179.56     |           | 3.681   | 4,993.17     |
| 100-5160-20-01        | Health Insurance              | 252,439.00   |              | 252,439.00   | 58,658.17    | 24,523.27  |           | 23.237  | 193,780.83   |
| 100-5165-20-01        | Dental Insurance              | 10,489.00    |              | 10,489.00    | 2,565.20     | 675.46     |           | 24.456  | 7,923.80     |

|                   |                                |              |            |              |              |            |           |         |              |
|-------------------|--------------------------------|--------------|------------|--------------|--------------|------------|-----------|---------|--------------|
| 100-5170-20-01    | Life Insurance/AD&D            | 9,580.00     |            | 9,580.00     | 2,450.80     | 643.96     |           | 25.582  | 7,129.20     |
| 100-5175-20-01    | Liability (TML)/Workers' Comp  | 46,799.00    |            | 46,799.00    | 12,562.95    | 5,508.70   |           | 26.844  | 34,236.05    |
| 100-5180-20-01    | TMRS Expense                   | 319,110.00   |            | 319,110.00   | 86,487.56    | 30,159.12  |           | 27.103  | 232,622.44   |
| 100-5185-20-01    | Long/Short Term Disability     | 4,148.00     |            | 4,148.00     | 956.35       | 248.37     |           | 23.056  | 3,191.65     |
| 100-5186-20-01    | WELLE-Wellness Prog Reimb Empl | 6,600.00     |            | 6,600.00     | 1,062.06     | 312.06     |           | 16.092  | 5,537.94     |
| 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       |            |           | 19.685  | 2,040.00     |
|                   | Subtotal object - 05           | 3,192,158.00 | 71,677.52  | 3,263,835.52 | 849,657.37   | 301,635.69 |           | 26.032  | 2,414,178.15 |
| 100-5210-20-01    | Office Supplies                | 12,800.00    |            | 12,800.00    | 2,474.63     | 751.26     |           | 19.333  | 10,325.37    |
| 100-5214-20-01    | Tactical Supplies              | 36,875.00    | (848.00)   | 36,027.00    | 4,094.63     | 2,624.63   |           | 11.365  | 31,932.37    |
| 100-5215-20-01    | Ammunition                     | 66,560.00    |            | 66,560.00    |              |            | 48562.68  | 0       | 17,997.32    |
| 100-5230-20-01    | Dues,Fees,& Subscriptions      | 7,950.00     |            | 7,950.00     | 1,852.42     | 362.00     |           | 23.301  | 6,097.58     |
| 100-5240-20-01    | Postage and Delivery           | 1,426.00     |            | 1,426.00     | 516.29       | 82.45      |           | 36.205  | 909.71       |
| 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   | 8,937.97     | 3,820.34   | 48562.68  | 7.09    | 68,562.35    |
| 100-5310-20-01    | Rental Expense                 | 4,410.00     |            | 4,410.00     | 1,107.60     | 344.20     |           | 25.116  | 3,302.40     |
| 100-5320-20-01    | Repairs & Maintenance          | 800.00       |            | 800.00       | 536.18       | 45.00      |           | 67.023  | 263.82       |
| 100-5330-20-01    | Copier Expense                 | 2,100.00     |            | 2,100.00     | 130.29       |            |           | 6.204   | 1,969.71     |
| 100-5350-20-01    | Vehicle Expense                | 86,956.00    |            | 86,956.00    | 16,378.01    | 2,842.13   |           | 18.835  | 70,577.99    |
| 100-5352-20-01    | Fuel                           | 81,360.00    |            | 81,360.00    | 19,959.86    | 1,616.30   |           | 24.533  | 61,400.14    |
| 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   | 38,111.94    | 4,847.63   |           | 21.088  | 142,614.06   |
| 100-5400-20-01    | Uniform Expense                | 68,722.00    |            | 68,722.00    | 2,062.24     |            | 9743.84   | 3.001   | 56,915.92    |
| 100-5410-20-01    | Professional Services          | 17,660.00    |            | 17,660.00    | 12,099.25    | 7,000.00   | 7471.5    | 68.512  | (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    | 4,984.00     | 216.00     |           | 34.611  | 9,416.00     |
| 100-5480-20-01    | Contracted Services            | 49,322.00    |            | 49,322.00    | 26,484.94    | 1,945.00   |           | 53.698  | 22,837.06    |
|                   | Subtotal object - 05           | 166,694.00   |            | 166,694.00   | 45,630.43    | 9,161.00   | 17215.34  | 27.374  | 103,848.23   |
| 100-5520-20-01    | Telephones                     | 4,000.00     |            | 4,000.00     | 855.39       |            |           | 21.385  | 3,144.61     |
| 100-5523-20-01    | Water/Sewer Charges            | 1,400.00     |            | 1,400.00     | 399.07       | 85.37      |           | 28.505  | 1,000.93     |
| 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    | 2,321.19     | 736.24     |           | 20.671  | 8,907.81     |
| 100-5526-20-01    | Data Network                   | 7,425.00     |            | 7,425.00     | 3,853.69     |            |           | 51.902  | 3,571.31     |
| 100-5530-20-01    | Travel                         | 4,000.00     |            | 4,000.00     | 2,060.59     | 7.20       |           | 51.515  | 1,939.41     |
| 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    | 5,470.20     | 765.00     |           | 10.4    | 47,129.80    |
|                   | Subtotal object - 05           | 83,454.00    |            | 83,454.00    | 15,194.45    | 1,593.81   |           | 18.207  | 68,259.55    |
| 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   | 3,190.42     |            |           | 2.637   | 117,792.58   |
| 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   | 3,190.42     |            |           | 2.277   | 136,916.58   |
| 100-6140-20-01    | Capital Expense-Equipment      | 65,694.00    | 38,174.43  | 103,868.43   |              |            | 38174.43  | 0       | 65,694.00    |
| 100-6160-20-01    | Capital Expense-Vehicles       | 142,654.00   |            | 142,654.00   |              |            | 131175.43 | 0       | 11,478.57    |
|                   | Subtotal object - 06           | 208,348.00   | 38,174.43  | 246,522.43   |              |            | 169349.86 | 0       | 77,172.57    |
| 100-7145-20-01    | Transfer to VERF               | 350,015.00   |            | 350,015.00   | 116,671.68   | 29,167.92  |           | 33.333  | 233,343.32   |
|                   | Subtotal object - 07           | 350,015.00   |            | 350,015.00   | 116,671.68   | 29,167.92  |           | 33.333  | 233,343.32   |
| Program number: 1 | OPERATIONS                     | 4,448,413.00 | 109,003.95 | 4,557,416.95 | 1,077,394.26 | 350,226.39 | 235127.88 | 23.64   | 3,244,894.81 |
| 100-5110-20-05    | Salaries & Wages               | 534,637.00   | 25,540.98  | 560,177.98   | 174,573.30   | 59,203.97  |           | 31.164  | 385,604.68   |
| 100-5115-20-05    | Salaries - Overtime            | 10,545.00    |            | 10,545.00    | 14,871.33    | 5,724.73   |           | 141.027 | (4,326.33)   |
| 100-5126-20-05    | Salaries-Vacation Buy-Out      | 7,049.00     |            | 7,049.00     | 2,647.76     |            |           | 37.562  | 4,401.24     |
| 100-5127-20-05    | Salaries-Certification Pay     | 10,800.00    |            | 10,800.00    | 4,109.79     | 1,779.14   |           | 38.054  | 6,690.21     |
| 100-5140-20-05    | Salaries - Longevity Pay       | 1,905.00     |            | 1,905.00     | 1,295.00     |            |           | 67.979  | 610.00       |
| 100-5145-20-05    | Social Security Expense        | 35,064.00    |            | 35,064.00    | 11,951.71    | 4,064.81   |           | 34.085  | 23,112.29    |
| 100-5150-20-05    | Medicare Expense               | 8,200.00     |            | 8,200.00     | 2,795.18     | 950.65     |           | 34.088  | 5,404.82     |
| 100-5155-20-05    | SUTA Expense                   | 1,782.00     |            | 1,782.00     | 96.19        | 65.39      |           | 5.398   | 1,685.81     |

|                       |                                |              |            |              |              |            |           |        |              |
|-----------------------|--------------------------------|--------------|------------|--------------|--------------|------------|-----------|--------|--------------|
| 100-5160-20-05        | Health Insurance               | 99,490.00    |            | 99,490.00    | 27,379.48    | 12,247.96  |           | 27.52  | 72,110.52    |
| 100-5165-20-05        | Dental Insurance               | 4,797.00     |            | 4,797.00     | 1,184.28     | 322.38     |           | 24.688 | 3,612.72     |
| 100-5170-20-05        | Life Insurance/AD&D            | 1,239.00     |            | 1,239.00     | 370.51       | 93.80      |           | 29.904 | 868.49       |
| 100-5175-20-05        | Liability (TML)/Workers' Comp  | 1,146.00     |            | 1,146.00     | 413.93       | 175.49     |           | 36.12  | 732.07       |
| 100-5180-20-05        | TMRS Expense                   | 76,630.00    |            | 76,630.00    | 26,833.78    | 9,058.75   |           | 35.017 | 49,796.22    |
| 100-5185-20-05        | Long/Short Term Disability     | 1,017.00     |            | 1,017.00     | 278.03       | 69.26      |           | 27.338 | 738.97       |
| 100-5186-20-05        | WELLE-Wellness Prog Reimb Empl | 3,000.00     |            | 3,000.00     | 587.40       | 195.80     |           | 19.58  | 2,412.60     |
|                       | Subtotal object - 05           | 797,301.00   | 25,540.98  | 822,841.98   | 269,387.67   | 93,952.13  |           | 32.739 | 553,454.31   |
| 100-5210-20-05        | Office Supplies                | 4,079.00     |            | 4,079.00     | 515.61       | 164.88     |           | 12.641 | 3,563.39     |
| 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     | 657.75       | 617.75     |           | 18.686 | 2,862.25     |
| 100-5240-20-05        | Postage and Delivery           |              |            |              | 17.50        |            |           | 0      | (17.50)      |
| 100-5250-20-05        | Publications                   | 300.00       |            | 300.00       |              |            |           | 0      | 300.00       |
|                       | Subtotal object - 05           | 14,098.00    |            | 14,098.00    | 1,190.86     | 782.63     |           | 8.447  | 12,907.14    |
| 100-5330-20-05        | Copier Expense                 | 600.00       |            | 600.00       | 100.56       |            |           | 16.76  | 499.44       |
| 100-5340-20-05        | Building Repairs               | 3,000.00     |            | 3,000.00     | 464.54       | 142.50     |           | 15.485 | 2,535.46     |
|                       | Subtotal object - 05           | 3,600.00     |            | 3,600.00     | 565.10       | 142.50     |           | 15.697 | 3,034.90     |
| 100-5400-20-05        | Uniform Expense                | 1,600.00     |            | 1,600.00     | 635.74       | 139.90     |           | 39.734 | 964.26       |
| 100-5419-20-05        | IT Licenses                    | 115,592.00   |            | 115,592.00   | 69,470.76    | 8,940.00   | 2400      | 60.1   | 43,721.24    |
| 100-5430-20-05        | Legal Fees                     |              |            |              | 247.00       |            |           | 0      | (247.00)     |
| 100-5480-20-05        | Contracted Services            | 89,453.00    |            | 89,453.00    | 70,823.63    | 22,179.75  |           | 79.174 | 18,629.37    |
|                       | Subtotal object - 05           | 206,645.00   |            | 206,645.00   | 141,177.13   | 31,259.65  | 2400      | 68.319 | 63,067.87    |
| 100-5520-20-05        | Telephones                     | 1,200.00     |            | 1,200.00     | 409.17       |            |           | 34.098 | 790.83       |
| 100-5524-20-05        | Gas                            | 1,000.00     |            | 1,000.00     | 308.08       |            |           | 30.808 | 691.92       |
| 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     | 588.90       |            |           | 7.665  | 7,094.10     |
|                       | Subtotal object - 05           | 15,150.00    |            | 15,150.00    | 1,306.15     |            |           | 8.621  | 13,843.85    |
| 100-5600-20-05        | Special Events                 | 1,000.00     |            | 1,000.00     | 327.82       | 327.82     |           | 32.782 | 672.18       |
|                       | Subtotal object - 05           | 1,000.00     |            | 1,000.00     | 327.82       | 327.82     |           | 32.782 | 672.18       |
| 100-7145-20-05        | Transfer to VERF               | 10,455.00    |            | 10,455.00    | 3,485.00     | 871.25     |           | 33.333 | 6,970.00     |
|                       | Subtotal object - 07           | 10,455.00    |            | 10,455.00    | 3,485.00     | 871.25     |           | 33.333 | 6,970.00     |
| Program number: 5     | DISPATCH                       | 1,048,249.00 | 25,540.98  | 1,073,789.98 | 417,439.73   | 127,335.98 | 2400      | 38.875 | 653,950.25   |
| Department number: 20 | POLICE                         | 5,496,662.00 | 134,544.93 | 5,631,206.93 | 1,494,833.99 | 477,562.37 | 237527.88 | 26.546 | 3,898,845.06 |
| 100-5110-30-01        | Salaries & Wages               | 2,618,606.00 | 559,003.34 | 3,177,609.34 | 1,028,724.60 | 361,260.94 |           | 32.374 | 2,148,884.74 |
| 100-5115-30-01        | Salaries - Overtime            | 449,699.00   | 86,400.00  | 536,099.00   | 174,725.40   | 55,291.72  |           | 32.592 | 361,373.60   |
| 100-5116-30-01        | Salaries - FLSA Overtime       | 80,452.00    | 11,946.00  | 92,398.00    | 18,943.10    | 8,231.10   |           | 20.502 | 73,454.90    |
| 100-5126-30-01        | Salaries-Vacation Buy-Out      | 5,586.00     |            | 5,586.00     | 2,977.28     |            |           | 53.299 | 2,608.72     |
| 100-5127-30-01        | Salaries-Certification Pay     | 55,260.00    | 9,000.00   | 64,260.00    | 15,434.39    | 5,257.12   |           | 24.019 | 48,825.61    |
| 100-5140-30-01        | Salaries - Longevity Pay       | 12,315.00    |            | 12,315.00    | 12,185.00    |            |           | 98.944 | 130.00       |
| 100-5143-30-01        | Cell Phone Allowance           | 6,600.00     | 3,060.00   | 9,660.00     | 2,965.00     | 805.00     |           | 30.694 | 6,695.00     |
| 100-5145-30-01        | Social Security Expense        | 200,168.00   | 32,499.00  | 232,667.00   | 73,237.98    | 25,661.11  |           | 31.478 | 159,429.02   |
| 100-5150-30-01        | Medicare Expense               | 46,813.00    | 7,600.00   | 54,413.00    | 17,360.65    | 6,001.42   |           | 31.905 | 37,052.35    |
| 100-5155-30-01        | SUTA Expense                   | 7,128.00     | 972.00     | 8,100.00     | 371.77       | 308.12     |           | 4.59   | 7,728.23     |
| 100-5160-30-01        | Health Insurance               | 280,234.00   | 58,680.00  | 338,914.00   | 128,688.48   | 55,507.40  |           | 37.971 | 210,225.52   |
| 100-5165-30-01        | Dental Insurance               | 12,361.00    | 2,520.00   | 14,881.00    | 4,607.80     | 1,211.94   |           | 30.964 | 10,273.20    |
| 100-5170-30-01        | Life Insurance/AD&D            | 10,354.00    | 945.00     | 11,299.00    | 3,873.13     | 1,019.08   |           | 34.279 | 7,425.87     |
| 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    | 21,641.75    | 10,797.88  |           | 38.38  | 34,746.25    |
| 100-5180-30-01        | TMRS Expense                   | 412,445.00   | 71,026.00  | 483,471.00   | 163,722.82   | 56,923.95  |           | 33.864 | 319,748.18   |
| 100-5185-30-01        | Long/Short Term Disability     | 4,625.00     | 889.00     | 5,514.00     | 1,581.51     | 410.03     |           | 28.682 | 3,932.49     |
| 100-5186-30-01        | WELLE-Wellness Prog Reimb Empl | 6,000.00     | 3,600.00   | 9,600.00     | 2,202.78     | 806.64     |           | 22.946 | 7,397.22     |
| 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    |              |            | 25380     | 0      | 6,662.00     |
|                       | Subtotal object - 05           | 4,271,346.00 | 874,870.34 | 5,146,216.34 | 1,679,484.44 | 589,493.45 | 25380     | 32.635 | 3,441,351.90 |

|                        |                                |              |              |              |              |            |           |         |              |
|------------------------|--------------------------------|--------------|--------------|--------------|--------------|------------|-----------|---------|--------------|
| 100-5210-30-01         | Office Supplies                | 7,500.00     | 300.00       | 7,800.00     | 2,157.22     | 424.27     |           | 27.657  | 5,642.78     |
| 100-5212-30-01         | Building Supplies              | 12,000.00    |              | 12,000.00    | 2,216.73     | 855.62     |           | 18.473  | 9,783.27     |
| 100-5220-30-01         | Office Equipment               | 5,000.00     | 6,870.00     | 11,870.00    | 8,094.29     | 6,547.00   | -728      | 68.191  | 4,503.71     |
| 100-5230-30-01         | Dues,Fees,& Subscriptions      | 12,050.00    | 1,200.00     | 13,250.00    | 5,837.47     | 549.35     |           | 44.056  | 7,412.53     |
| 100-5240-30-01         | Postage and Delivery           | 397.00       |              | 397.00       | 216.84       | 114.57     |           | 54.62   | 180.16       |
| 100-5250-30-01         | Publications                   | 700.00       |              | 700.00       |              |            |           | 0       | 700.00       |
| 100-5280-30-01         | Printing and Reproduction      | 1,900.00     |              | 1,900.00     | 1,130.45     | 722.48     |           | 59.497  | 769.55       |
| 100-5290-30-01         | Other Charges and Services     | 4,500.00     |              | 4,500.00     | 943.86       | 878.20     |           | 20.975  | 3,556.14     |
|                        | Subtotal object - 05           | 44,047.00    | 8,370.00     | 52,417.00    | 20,596.86    | 10,091.49  | -728      | 39.294  | 32,548.14    |
| 100-5320-30-01         | Repairs & Maintenance          | 20,000.00    |              | 20,000.00    | 1,377.01     | 186.34     |           | 6.885   | 18,622.99    |
| 100-5330-30-01         | Copier Expense                 | 3,613.00     |              | 3,613.00     | 491.00       |            |           | 13.59   | 3,122.00     |
| 100-5335-30-01         | Radio/Video Equip. and Repairs | 6,760.00     |              | 6,760.00     | 360.00       |            |           | 5.325   | 6,400.00     |
| 100-5340-30-01         | Building Repairs               | 45,000.00    |              | 45,000.00    | 7,441.25     | 1,168.40   |           | 16.536  | 37,558.75    |
| 100-5350-30-01         | Vehicle Expense                | 78,000.00    |              | 78,000.00    | 14,042.75    | 2,720.40   |           | 18.004  | 63,957.25    |
| 100-5352-30-01         | Fuel                           | 33,000.00    |              | 33,000.00    | 9,825.89     | 1,477.06   |           | 29.775  | 23,174.11    |
| 100-5353-30-01         | Oil/Grease/Inspections         | 950.00       |              | 950.00       | 37.50        |            |           | 3.947   | 912.50       |
|                        | Subtotal object - 05           | 187,323.00   |              | 187,323.00   | 33,575.40    | 5,552.20   |           | 17.924  | 153,747.60   |
| 100-5400-30-01         | Uniform Expense                | 41,500.00    | 9,000.00     | 50,500.00    | 29,019.46    | 1,302.85   | 15082.14  | 57.464  | 6,398.40     |
| 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     | 57.00        |            |           | 1.425   | 3,943.00     |
| 100-5440-30-01         | EMS                            | 121,000.00   |              | 121,000.00   | 74,684.52    | 9,707.44   | 16449.46  | 61.723  | 29,866.02    |
| 100-5445-30-01         | Emergency Management           | 15,000.00    |              | 15,000.00    | 7,062.52     | 14.99      |           | 47.083  | 7,937.48     |
| 100-5480-30-01         | Contracted Services            | 20,750.00    |              | 20,750.00    | 8,198.90     | 180.00     | 7250      | 39.513  | 5,301.10     |
|                        | Subtotal object - 05           | 215,670.00   | 9,000.00     | 224,670.00   | 119,022.40   | 11,205.28  | 38781.6   | 52.977  | 66,866.00    |
| 100-5520-30-01         | Telephones                     | 2,292.00     |              | 2,292.00     | 556.05       |            |           | 24.26   | 1,735.95     |
| 100-5523-30-01         | Water/Sewer Charges            | 15,800.00    |              | 15,800.00    | 5,949.70     | 608.54     |           | 37.656  | 9,850.30     |
| 100-5524-30-01         | Gas                            | 4,500.00     |              | 4,500.00     | 862.07       |            |           | 19.157  | 3,637.93     |
| 100-5525-30-01         | Electricity                    | 41,500.00    |              | 41,500.00    | 8,629.65     | 1,322.03   |           | 20.794  | 32,870.35    |
| 100-5526-30-01         | Data Network                   | 9,820.00     |              | 9,820.00     | 2,692.73     |            |           | 27.421  | 7,127.27     |
| 100-5530-30-01         | Travel                         | 9,778.00     | 1,800.00     | 11,578.00    | 974.58       | 820.00     |           | 8.418   | 10,603.42    |
| 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    | 20,317.07    | 1,920.88   |           | 45.381  | 24,452.93    |
|                        | Subtotal object - 05           | 125,190.00   | 6,570.00     | 131,760.00   | 39,981.85    | 4,671.45   |           | 30.344  | 91,778.15    |
| 100-5610-30-01         | Fire Fighting Equipment        | 20,000.00    |              | 20,000.00    | 4,649.39     | 96.77      |           | 23.247  | 15,350.61    |
| 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    | 21,237.62    | 483.36     | 22455.42  | 29.053  | 29,406.96    |
|                        | Subtotal object - 05           | 71,000.00    | 23,100.00    | 94,100.00    | 25,887.01    | 580.13     | 22455.42  | 27.51   | 45,757.57    |
| 100-6140-30-01         | Capital Expense-Equipment      | 31,500.00    |              | 31,500.00    | 478.45       | 478.45     | 27895     | 1.519   | 3,126.55     |
| 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    |              |            | 25885.91  | 0       | (2,785.91)   |
|                        | Subtotal object - 06           | 204,600.00   |              | 204,600.00   | 478.45       | 478.45     | 53780.91  | 0.234   | 150,340.64   |
| 100-7145-30-01         | Transfer to VERF               | 833,359.00   | 108,969.00   | 942,328.00   | 314,109.32   | 78,527.33  |           | 33.333  | 628,218.68   |
|                        | Subtotal object - 07           | 833,359.00   | 108,969.00   | 942,328.00   | 314,109.32   | 78,527.33  |           | 33.333  | 628,218.68   |
| Program number: 1      | OPERATIONS                     | 5,952,535.00 | 1,030,879.34 | 6,983,414.34 | 2,233,135.73 | 700,599.78 | 139669.93 | 31.978  | 4,610,608.68 |
| 100-5110-30-05         | Salaries & Wages               | 252,792.00   | 12,521.36    | 265,313.36   | 96,110.03    | 34,328.30  |           | 36.225  | 169,203.33   |
| 100-5115-30-05         | Salaries - Overtime            | 24,404.00    |              | 24,404.00    | 6,415.24     | 643.02     |           | 26.288  | 17,988.76    |
| 100-5126-30-05         | Salaries-Vacation Buy-Out      | 1,230.00     |              | 1,230.00     | 1,266.80     |            |           | 102.992 | (36.80)      |
| 100-5140-30-05         | Salaries - Longevity Pay       | 1,160.00     |              | 1,160.00     | 1,105.00     |            |           | 95.259  | 55.00        |
| 100-5143-30-05         | Cell Phone Allowance           | 3,060.00     |              | 3,060.00     | 1,020.00     | 255.00     |           | 33.333  | 2,040.00     |
| 100-5145-30-05         | Social Security Expense        | 17,525.00    |              | 17,525.00    | 6,155.73     | 2,077.64   |           | 35.125  | 11,369.27    |
| 100-5150-30-05         | Medicare Expense               | 4,099.00     |              | 4,099.00     | 1,439.65     | 485.90     |           | 35.122  | 2,659.35     |
| 100-5155-30-05         | SUTA Expense                   | 486.00       |              | 486.00       | 25.04        | 25.04      |           | 5.152   | 460.96       |
| 100-5160-30-05         | Health Insurance               | 23,500.00    |              | 23,500.00    | 7,833.12     | 1,958.28   |           | 33.332  | 15,666.88    |
| 100-5165-30-05         | Dental Insurance               | 1,324.00     |              | 1,324.00     | 441.10       | 110.26     |           | 33.316  | 882.90       |
| 100-5170-30-05         | Life Insurance/AD&D            | 1,126.00     |              | 1,126.00     | 375.12       | 93.78      |           | 33.314  | 750.88       |
| 100-5175-30-05         | Liability (TML)/Workers' Comp  | 3,822.00     |              | 3,822.00     | 1,596.30     | 795.92     |           | 41.766  | 2,225.70     |

|                       |                                |              |              |              |              |            |           |        |              |
|-----------------------|--------------------------------|--------------|--------------|--------------|--------------|------------|-----------|--------|--------------|
| 100-5180-30-05        | TMRS Expense                   | 38,299.00    |              | 38,299.00    | 14,210.05    | 4,735.12   |           | 37.103 | 24,088.95    |
| 100-5185-30-05        | Long/Short Term Disability     | 481.00       |              | 481.00       | 155.40       | 38.05      |           | 32.308 | 325.60       |
| 100-5194-30-05        | FD Annual Phy & Screening      | 1,678.00     |              | 1,678.00     |              |            | 1425      | 0      | 253.00       |
|                       | Subtotal object - 05           | 374,986.00   | 12,521.36    | 387,507.36   | 138,148.58   | 45,546.31  | 1425      | 35.651 | 247,933.78   |
| 100-5210-30-05        | Office Supplies                | 350.00       |              | 350.00       | 58.11        | 14.98      |           | 16.603 | 291.89       |
| 100-5215-30-05        | Ammunition                     | 1,250.00     |              | 1,250.00     | 1,182.03     |            |           | 94.562 | 67.97        |
| 100-5220-30-05        | Office Equipment               | 1,000.00     |              | 1,000.00     | 219.98       |            |           | 21.998 | 780.02       |
| 100-5230-30-05        | Dues,Fees,& Subscriptions      | 750.00       |              | 750.00       | 482.17       | 87.17      |           | 64.289 | 267.83       |
| 100-5240-30-05        | Postage and Delivery           | 100.00       |              | 100.00       | 14.60        |            |           | 14.6   | 85.40        |
| 100-5250-30-05        | Publications                   | 2,545.00     |              | 2,545.00     |              |            |           | 0      | 2,545.00     |
| 100-5280-30-05        | Printing and Reproduction      | 500.00       |              | 500.00       | 149.52       | 149.52     |           | 29.904 | 350.48       |
| 100-5295-30-05        | Public Education/Fire Prevent  | 7,500.00     |              | 7,500.00     | 2,594.68     |            |           | 34.596 | 4,905.32     |
|                       | Subtotal object - 05           | 13,995.00    |              | 13,995.00    | 4,701.09     | 251.67     |           | 33.591 | 9,293.91     |
| 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     | 479.46       | 171.11     |           | 15.982 | 2,520.54     |
| 100-5352-30-05        | Fuel                           | 3,000.00     |              | 3,000.00     | 657.23       | 133.92     |           | 21.908 | 2,342.77     |
| 100-5353-30-05        | Oil/Grease/Inspections         | 500.00       |              | 500.00       |              |            |           | 0      | 500.00       |
|                       | Subtotal object - 05           | 7,000.00     |              | 7,000.00     | 1,136.69     | 305.03     |           | 16.238 | 5,863.31     |
| 100-5400-30-05        | Uniform Expense                | 3,300.00     |              | 3,300.00     | 30.00        |            |           | 0.909  | 3,270.00     |
| 100-5430-30-05        | Legal Fees                     | 2,500.00     |              | 2,500.00     | 228.00       |            |           | 9.12   | 2,272.00     |
| 100-5480-30-05        | Contracted Services            | 2,650.00     |              | 2,650.00     |              |            |           | 0      | 2,650.00     |
|                       | Subtotal object - 05           | 8,450.00     |              | 8,450.00     | 258.00       |            |           | 3.053  | 8,192.00     |
| 100-5526-30-05        | Data Network                   | 1,845.00     |              | 1,845.00     | 341.91       |            |           | 18.532 | 1,503.09     |
| 100-5530-30-05        | Travel                         | 3,674.00     |              | 3,674.00     | 2,549.84     | 818.04     |           | 69.402 | 1,124.16     |
| 100-5536-30-05        | Training/Seminars              | 5,700.00     |              | 5,700.00     | 2,711.28     | (128.50)   |           | 47.566 | 2,988.72     |
|                       | Subtotal object - 05           | 11,219.00    |              | 11,219.00    | 5,603.03     | 689.54     |           | 49.942 | 5,615.97     |
| 100-5620-30-05        | Tools & Equipment              | 500.00       |              | 500.00       |              |            |           | 0      | 500.00       |
| 100-5630-30-05        | Safety Equipment               | 4,000.00     |              | 4,000.00     | 595.53       |            | 285.58    | 14.888 | 3,118.89     |
| 100-5640-30-05        | Signs & Hardware               | 350.00       |              | 350.00       |              |            |           | 0      | 350.00       |
|                       | Subtotal object - 05           | 4,850.00     |              | 4,850.00     | 595.53       |            | 285.58    | 12.279 | 3,968.89     |
| 100-7145-30-05        | Transfer to VERF               | 11,076.00    |              | 11,076.00    | 3,692.00     | 923.00     |           | 33.333 | 7,384.00     |
|                       | Subtotal object - 07           | 11,076.00    |              | 11,076.00    | 3,692.00     | 923.00     |           | 33.333 | 7,384.00     |
| Program number: 5     | MARSHAL                        | 431,576.00   | 12,521.36    | 444,097.36   | 154,134.92   | 47,715.55  | 1710.58   | 34.707 | 288,251.86   |
| Department number: 30 | FIRE                           | 6,384,111.00 | 1,043,400.70 | 7,427,511.70 | 2,387,270.65 | 748,315.33 | 141380.51 | 32.141 | 4,898,860.54 |
| 100-5110-40-01        | Salaries & Wages               | 987,210.00   | 4,737.09     | 991,947.09   | 327,013.89   | 102,600.31 |           | 32.967 | 664,933.20   |
| 100-5115-40-01        | Salaries - Overtime            | 8,500.00     |              | 8,500.00     | 28.14        | 28.14      |           | 0.331  | 8,471.86     |
| 100-5126-40-01        | Salaries-Vacation Buy-Out      | 6,705.00     |              | 6,705.00     | 4,655.80     |            |           | 69.438 | 2,049.20     |
| 100-5140-40-01        | Salaries - Longevity Pay       | 3,360.00     |              | 3,360.00     | 3,240.00     |            |           | 96.429 | 120.00       |
| 100-5143-40-01        | Cell Phone Allowance           | 4,860.00     |              | 4,860.00     | 1,620.00     | 405.00     |           | 33.333 | 3,240.00     |
| 100-5145-40-01        | Social Security Expense        | 62,598.00    |              | 62,598.00    | 19,490.12    | 6,115.03   |           | 31.135 | 43,107.88    |
| 100-5150-40-01        | Medicare Expense               | 14,640.00    |              | 14,640.00    | 4,558.16     | 1,430.12   |           | 31.135 | 10,081.84    |
| 100-5155-40-01        | SUTA Expense                   | 2,592.00     |              | 2,592.00     | 104.69       | 98.77      |           | 4.039  | 2,487.31     |
| 100-5160-40-01        | Health Insurance               | 120,721.00   |              | 120,721.00   | 38,505.32    | 11,344.28  |           | 31.896 | 82,215.68    |
| 100-5165-40-01        | Dental Insurance               | 6,520.00     |              | 6,520.00     | 2,074.35     | 444.57     |           | 31.815 | 4,445.65     |
| 100-5170-40-01        | Life Insurance/AD&D            | 1,801.00     |              | 1,801.00     | 576.87       | 126.63     |           | 32.031 | 1,224.13     |
| 100-5175-40-01        | Liability (TML)/Workers' Comp  | 3,352.00     |              | 3,352.00     | 1,358.49     | 556.17     |           | 40.528 | 1,993.51     |
| 100-5180-40-01        | TMRS Expense                   | 136,806.00   |              | 136,806.00   | 45,457.83    | 13,911.81  |           | 33.228 | 91,348.17    |
| 100-5185-40-01        | Long/Short Term Disability     | 1,876.00     |              | 1,876.00     | 551.67       | 125.37     |           | 29.407 | 1,324.33     |
| 100-5186-40-01        | WELLE-Wellness Prog Reimb Empl | 1,800.00     |              | 1,800.00     | 619.92       | 117.48     |           | 34.44  | 1,180.08     |
|                       | Subtotal object - 05           | 1,363,341.00 | 4,737.09     | 1,368,078.09 | 449,855.25   | 137,303.68 |           | 32.882 | 918,222.84   |
| 100-5210-40-01        | Office Supplies                | 5,000.00     |              | 5,000.00     | 724.39       | 481.02     |           | 14.488 | 4,275.61     |
| 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     | 1,034.00     | 265.00     |           | 51.7   | 966.00       |
| 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     | 205.45       | 205.45     |           | 6.848  | 2,794.55     |
| 100-5280-40-01        | Printing and Reproduction      | 1,000.00     |              | 1,000.00     | 100.00       | 100.00     |           | 10     | 900.00       |

|                   |                                |              |          |              |            |            |           |        |              |
|-------------------|--------------------------------|--------------|----------|--------------|------------|------------|-----------|--------|--------------|
| 100-5290-40-01    | Other Charges and Services     | 500.00       |          | 500.00       |            |            |           | 0      | 500.00       |
|                   | Subtotal object - 05           | 14,525.00    |          | 14,525.00    | 2,063.84   | 1,051.47   |           | 14.209 | 12,461.16    |
| 100-5330-40-01    | Copier Expense                 | 2,500.00     |          | 2,500.00     | 234.48     |            |           | 9.379  | 2,265.52     |
| 100-5350-40-01    | Vehicle Expense                | 10,555.00    |          | 10,555.00    | 1,918.93   | 103.78     |           | 18.18  | 8,636.07     |
| 100-5352-40-01    | Fuel                           | 6,500.00     |          | 6,500.00     | 1,950.26   | 595.42     |           | 30.004 | 4,549.74     |
|                   | Subtotal object - 05           | 19,555.00    |          | 19,555.00    | 4,103.67   | 699.20     |           | 20.985 | 15,451.33    |
| 100-5400-40-01    | Uniform Expense                | 3,000.00     |          | 3,000.00     | 1,707.53   |            |           | 56.918 | 1,292.47     |
| 100-5410-40-01    | Professional Services          | 533,397.00   |          | 533,397.00   |            |            | 533397    | 0      |              |
| 100-5418-40-01    | IT Fees                        | 54,410.00    |          | 54,410.00    |            |            | 52900.58  | 0      | 1,509.42     |
| 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    | 4,550.48   | 1,008.84   |           | 30.337 | 10,449.52    |
| 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   | 6,258.01   | 1,008.84   | 586297.58 | 1.024  | 18,751.41    |
| 100-5526-40-01    | Data Network                   | 4,320.00     |          | 4,320.00     | 1,025.73   |            |           | 23.744 | 3,294.27     |
| 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    | 1,460.20   | 200.20     |           | 8.936  | 14,879.80    |
|                   | Subtotal object - 05           | 27,100.00    |          | 27,100.00    | 2,607.71   | 200.20     |           | 9.623  | 24,492.29    |
| 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     | 1,077.07   | 144.25     |           | 61.547 | 672.93       |
|                   | Subtotal object - 05           | 3,200.00     |          | 3,200.00     | 1,077.07   | 144.25     |           | 33.658 | 2,122.93     |
| 100-7145-40-01    | Transfer to VERF               | 31,026.00    |          | 31,026.00    | 10,342.00  | 2,585.50   |           | 33.333 | 20,684.00    |
|                   | Subtotal object - 07           | 31,026.00    |          | 31,026.00    | 10,342.00  | 2,585.50   |           | 33.333 | 20,684.00    |
| Program number: 1 | INSPECTIONS                    | 2,070,054.00 | 4,737.09 | 2,074,791.09 | 476,307.55 | 142,993.14 | 586297.58 | 22.957 | 1,012,185.96 |
| 100-5110-40-02    | Salaries & Wages               | 163,433.00   | 4,440.05 | 167,873.05   | 42,452.55  | 13,872.01  |           | 25.288 | 125,420.50   |
| 100-5115-40-02    | Salaries - Overtime            | 760.00       |          | 760.00       | 355.92     |            |           | 46.832 | 404.08       |
| 100-5140-40-02    | Salaries - Longevity Pay       | 650.00       |          | 650.00       | 645.00     |            |           | 99.231 | 5.00         |
| 100-5143-40-02    | Cell Phone Allowance           | 765.00       |          | 765.00       |            |            |           | 0      | 765.00       |
| 100-5145-40-02    | Social Security Expense        | 10,269.00    |          | 10,269.00    | 2,523.83   | 816.84     |           | 24.577 | 7,745.17     |
| 100-5150-40-02    | Medicare Expense               | 2,402.00     |          | 2,402.00     | 590.26     | 191.04     |           | 24.574 | 1,811.74     |
| 100-5155-40-02    | SUTA Expense                   | 486.00       |          | 486.00       | 13.93      | 13.93      |           | 2.866  | 472.07       |
| 100-5160-40-02    | Health Insurance               | 23,059.00    |          | 23,059.00    | 5,241.28   | 1,310.32   |           | 22.73  | 17,817.72    |
| 100-5165-40-02    | Dental Insurance               | 1,161.00     |          | 1,161.00     | 281.46     | 70.08      |           | 24.243 | 879.54       |
| 100-5170-40-02    | Life Insurance/AD&D            | 262.00       |          | 262.00       | 75.04      | 18.76      |           | 28.641 | 186.96       |
| 100-5175-40-02    | Liability (TML)/Workers' Comp  | 691.00       |          | 691.00       | 209.30     | 84.93      |           | 30.289 | 481.70       |
| 100-5180-40-02    | TMRS Expense                   | 22,441.00    |          | 22,441.00    | 5,913.65   | 1,885.04   |           | 26.352 | 16,527.35    |
| 100-5185-40-02    | Long/Short Term Disability     | 313.00       |          | 313.00       | 71.92      | 17.58      |           | 22.978 | 241.08       |
| 100-5186-40-02    | WELLE-Wellness Prog Reimb Empl | 1,050.00     |          | 1,050.00     | 200.00     | 50.00      |           | 19.048 | 850.00       |
|                   | Subtotal object - 05           | 227,742.00   | 4,440.05 | 232,182.05   | 58,574.14  | 18,330.53  |           | 25.228 | 173,607.91   |
| 100-5210-40-02    | Office Supplies                | 850.00       |          | 850.00       | 17.78      | 11.79      |           | 2.092  | 832.22       |
| 100-5220-40-02    | Office Equipment               | 8,327.00     |          | 8,327.00     | 260.88     | 260.88     | 7661.6    | 3.133  | 404.52       |
| 100-5230-40-02    | Dues,Fees,& Subscriptions      | 1,240.00     |          | 1,240.00     | 95.00      | 75.00      |           | 7.661  | 1,145.00     |
| 100-5240-40-02    | Postage and Delivery           | 850.00       |          | 850.00       | 93.35      | 19.15      |           | 10.982 | 756.65       |
| 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    | 467.01     | 366.82     | 7661.6    | 3.392  | 5,638.39     |
| 100-5330-40-02    | Copier Expense                 | 50.00        |          | 50.00        | 1.34       |            |           | 2.68   | 48.66        |
| 100-5350-40-02    | Vehicle Expense                | 1,573.00     |          | 1,573.00     | 400.96     | 146.42     |           | 25.49  | 1,172.04     |
| 100-5352-40-02    | Fuel                           | 2,079.00     |          | 2,079.00     | 316.49     | 91.08      |           | 15.223 | 1,762.51     |
| 100-5353-40-02    | Oil/Grease/Inspections         | 225.00       |          | 225.00       |            |            |           | 0      | 225.00       |
|                   | Subtotal object - 05           | 3,927.00     |          | 3,927.00     | 718.79     | 237.50     |           | 18.304 | 3,208.21     |
| 100-5400-40-02    | Uniform Expense                | 550.00       |          | 550.00       | 104.00     |            |           | 18.909 | 446.00       |
| 100-5418-40-02    | IT Fees                        | 440.00       |          | 440.00       | (135.96)   |            |           | -30.9  | 575.96       |
| 100-5419-40-02    | IT Licenses                    | 6,140.00     |          | 6,140.00     |            |            |           | 0      | 6,140.00     |
| 100-5430-40-02    | Legal Fees                     | 2,250.00     |          | 2,250.00     | 228.00     | 38.00      |           | 10.133 | 2,022.00     |
| 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 | 41,041.50  | 19,230.75 | 38250.5  | 35.387  | 36,688.00  |
|                   | Subtotal object - 05           | 125,610.00 |           | 125,610.00 | 41,237.54  | 19,268.75 | 38250.5  | 32.83   | 46,121.96  |
| 100-5520-40-02    | Telephones                     | 912.00     |           | 912.00     | 230.08     |           |          | 25.228  | 681.92     |
| 100-5526-40-02    | Data Network                   | 912.00     |           | 912.00     | 227.96     |           |          | 24.996  | 684.04     |
| 100-5530-40-02    | Travel                         | 4,075.00   |           | 4,075.00   | 610.55     |           |          | 14.983  | 3,464.45   |
| 100-5533-40-02    | Mileage Expense                | 800.00     |           | 800.00     |            |           |          | 0       | 800.00     |
| 100-5536-40-02    | Training/Seminars              | 3,651.00   |           | 3,651.00   | 228.10     | 3.10      |          | 6.248   | 3,422.90   |
|                   | Subtotal object - 05           | 10,350.00  |           | 10,350.00  | 1,296.69   | 3.10      |          | 12.528  | 9,053.31   |
| 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  |           |          | 101.823 | (430.45)   |
|                   | Subtotal object - 06           | 23,616.00  |           | 23,616.00  | 24,046.45  |           |          | 101.823 | (430.45)   |
| 100-7145-40-02    | Transfer to VERF               | 6,077.00   |           | 6,077.00   | 2,025.68   | 506.42    |          | 33.334  | 4,051.32   |
|                   | Subtotal object - 07           | 6,077.00   |           | 6,077.00   | 2,025.68   | 506.42    |          | 33.334  | 4,051.32   |
| Program number: 2 | CODE COMPLIANCE                | 412,439.00 | 4,440.05  | 416,879.05 | 128,455.58 | 38,713.12 | 45912.1  | 30.814  | 242,511.37 |
| 100-5110-40-03    | Salaries & Wages               | 383,010.00 | 17,225.64 | 400,235.64 | 137,025.64 | 46,006.08 |          | 34.236  | 263,210.00 |
| 100-5115-40-03    | Salaries - Overtime            | 2,000.00   |           | 2,000.00   | 530.37     | 111.54    |          | 26.519  | 1,469.63   |
| 100-5126-40-03    | Salaries-Vacation Buy-Out      | 5,487.00   |           | 5,487.00   | 3,622.32   |           |          | 66.016  | 1,864.68   |
| 100-5140-40-03    | Salaries - Longevity Pay       | 1,680.00   |           | 1,680.00   | 1,670.00   |           |          | 99.405  | 10.00      |
| 100-5143-40-03    | Cell Phone Allowance           | 2,760.00   |           | 2,760.00   | 920.00     | 230.00    |          | 33.333  | 1,840.00   |
| 100-5145-40-03    | Social Security Expense        | 24,487.00  |           | 24,487.00  | 8,285.32   | 2,718.40  |          | 33.836  | 16,201.68  |
| 100-5150-40-03    | Medicare Expense               | 5,727.00   |           | 5,727.00   | 1,937.70   | 635.75    |          | 33.834  | 3,789.30   |
| 100-5155-40-03    | SUTA Expense                   | 810.00     |           | 810.00     | 38.09      | 38.09     |          | 4.702   | 771.91     |
| 100-5160-40-03    | Health Insurance               | 57,882.00  |           | 57,882.00  | 24,087.12  | 11,084.28 |          | 41.614  | 33,794.88  |
| 100-5165-40-03    | Dental Insurance               | 2,299.00   |           | 2,299.00   | 762.14     | 187.40    |          | 33.151  | 1,536.86   |
| 100-5170-40-03    | Life Insurance/AD&D            | 544.00     |           | 544.00     | 205.68     | 51.42     |          | 37.809  | 338.32     |
| 100-5175-40-03    | Liability (TML)/Workers' Comp  | 1,044.00   |           | 1,044.00   | 423.91     | 176.76    |          | 40.604  | 620.09     |
| 100-5180-40-03    | TMRS Expense                   | 53,514.00  |           | 53,514.00  | 19,426.76  | 6,263.17  |          | 36.302  | 34,087.24  |
| 100-5185-40-03    | Long/Short Term Disability     | 728.00     |           | 728.00     | 231.00     | 58.08     |          | 31.731  | 497.00     |
| 100-5186-40-03    | WELLE-Wellness Prog Reimb Empl | 1,800.00   |           | 1,800.00   | 556.64     | 139.16    |          | 30.924  | 1,243.36   |
|                   | Subtotal object - 05           | 543,772.00 | 17,225.64 | 560,997.64 | 199,722.69 | 67,700.13 |          | 35.601  | 361,274.95 |
| 100-5210-40-03    | Office Supplies                | 4,643.00   |           | 4,643.00   | 745.53     | 280.82    |          | 16.057  | 3,897.47   |
| 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   | 516.00     | 240.00    |          | 16.125  | 2,684.00   |
| 100-5240-40-03    | Postage and Delivery           | 550.00     |           | 550.00     | 122.30     | 63.80     |          | 22.236  | 427.70     |
| 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   | 122.69     | 86.65     |          | 6.135   | 1,877.31   |
| 100-5290-40-03    | Other Charges and Services     | 300.00     |           | 300.00     |            |           |          | 0       | 300.00     |
|                   | Subtotal object - 05           | 12,474.00  |           | 12,474.00  | 1,506.52   | 671.27    |          | 12.077  | 10,967.48  |
| 100-5330-40-03    | Copier Expense                 | 3,000.00   |           | 3,000.00   | 286.82     |           |          | 9.561   | 2,713.18   |
|                   | Subtotal object - 05           | 3,000.00   |           | 3,000.00   | 286.82     |           |          | 9.561   | 2,713.18   |
| 100-5400-40-03    | Uniform Expense                | 750.00     |           | 750.00     | 401.90     |           |          | 53.587  | 348.10     |
| 100-5410-40-03    | Professional Services          | 115,830.00 |           | 115,830.00 | 27,500.00  |           | 70000    | 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  | 6,631.00   | 2,280.00  |          | 44.207  | 8,369.00   |
| 100-5435-40-03    | Legal Notices/Filings          | 2,000.00   |           | 2,000.00   | 1,143.50   |           |          | 57.175  | 856.50     |
| 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 | 52,175.18  | 2,280.00  | 70000.07 | 34.24   | 30,204.75  |
| 100-5526-40-03    | Data Network                   | 3,360.00   |           | 3,360.00   | 911.76     |           |          | 27.136  | 2,448.24   |
| 100-5530-40-03    | Travel                         | 7,352.00   |           | 7,352.00   | 1,723.42   |           |          | 23.442  | 5,628.58   |
| 100-5533-40-03    | Mileage Expense                | 1,650.00   |           | 1,650.00   | 359.60     |           |          | 21.794  | 1,290.40   |
| 100-5536-40-03    | Training/Seminars              | 4,350.00   |           | 4,350.00   | 147.14     | 52.14     |          | 3.383   | 4,202.86   |
|                   | Subtotal object - 05           | 16,712.00  |           | 16,712.00  | 3,141.92   | 52.14     |          | 18.8    | 13,570.08  |

|                        |                                |              |                |              |              |            |           |         |              |
|------------------------|--------------------------------|--------------|----------------|--------------|--------------|------------|-----------|---------|--------------|
| 100-7145-40-03         | Transfer to VERF               | 1,005.00     |                | 1,005.00     | 335.00       | 83.75      |           | 33.333  | 670.00       |
|                        | Subtotal object - 07           | 1,005.00     |                | 1,005.00     | 335.00       | 83.75      |           | 33.333  | 670.00       |
| Program number: 3      | PLANNING                       | 729,343.00   | 17,225.64      | 746,568.64   | 257,168.13   | 70,787.29  | 70000.07  | 34.447  | 419,400.44   |
| Department number: 40  | DEVELOPMENT SERVICES           | 3,211,836.00 | 26,402.78      | 3,238,238.78 | 861,931.26   | 252,493.55 | 702209.75 | 26.617  | 1,674,097.77 |
| 100-5110-50-01         | Salaries & Wages               | 361,096.00   | 9,458.10       | 370,554.10   | 106,155.77   | 38,157.69  |           | 28.648  | 264,398.33   |
| 100-5115-50-01         | Salaries - Overtime            | 14,763.00    |                | 14,763.00    | 5,778.75     | 1,968.34   |           | 39.143  | 8,984.25     |
| 100-5140-50-01         | Salaries - Longevity Pay       | 2,040.00     |                | 2,040.00     | 1,995.00     |            |           | 97.794  | 45.00        |
| 100-5145-50-01         | Social Security Expense        | 23,430.00    |                | 23,430.00    | 6,633.64     | 2,365.78   |           | 28.313  | 16,796.36    |
| 100-5150-50-01         | Medicare Expense               | 5,480.00     |                | 5,480.00     | 1,551.41     | 553.28     |           | 28.31   | 3,928.59     |
| 100-5155-50-01         | SUTA Expense                   | 1,296.00     |                | 1,296.00     | 42.07        | 39.39      |           | 3.246   | 1,253.93     |
| 100-5160-50-01         | Health Insurance               | 67,327.00    |                | 67,327.00    | 20,299.63    | 9,781.98   |           | 30.151  | 47,027.37    |
| 100-5165-50-01         | Dental Insurance               | 2,827.00     |                | 2,827.00     | 798.66       | 220.42     |           | 28.251  | 2,028.34     |
| 100-5170-50-01         | Life Insurance/AD&D            | 748.00       |                | 748.00       | 206.36       | 56.28      |           | 27.588  | 541.64       |
| 100-5175-50-01         | Liability (TML)/Workers' Comp  | 14,841.00    |                | 14,841.00    | 4,370.35     | 1,760.48   |           | 29.448  | 10,470.65    |
| 100-5180-50-01         | TMRS Expense                   | 51,206.00    |                | 51,206.00    | 15,487.62    | 5,446.59   |           | 30.246  | 35,718.38    |
| 100-5185-50-01         | Long/Short Term Disability     | 686.00       |                | 686.00       | 164.94       | 45.88      |           | 24.044  | 521.06       |
| 100-5186-50-01         | WELLE-Wellness Prog Reimb Empl | 2,700.00     |                | 2,700.00     | 400.00       | 100.00     |           | 14.815  | 2,300.00     |
|                        | Subtotal object - 05           | 548,440.00   | 9,458.10       | 557,898.10   | 163,884.20   | 60,496.11  |           | 29.375  | 394,013.90   |
| 100-5210-50-01         | Office Supplies                | 1,300.00     |                | 1,300.00     | 317.33       | 317.33     |           | 24.41   | 982.67       |
| 100-5220-50-01         | Office Equipment               | 2,310.00     |                | 2,310.00     | 185.86       | 185.86     | 2090.03   | 8.046   | 34.11        |
| 100-5230-50-01         | Dues,Fees,& Subscriptions      | 500.00       |                | 500.00       | 1,765.00     | 100.00     |           | 353     | (1,265.00)   |
|                        | Subtotal object - 05           | 4,110.00     |                | 4,110.00     | 2,268.19     | 603.19     | 2090.03   | 55.187  | (248.22)     |
| 100-5310-50-01         | Rental Expense                 | 36,000.00    |                | 36,000.00    | 7,808.96     | 2,175.00   |           | 21.692  | 28,191.04    |
| 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    | 6,039.89     | 3,545.00   | 5546.25   | 27.454  | 10,413.86    |
| 100-5340-50-01         | Building Repairs               | 1,000.00     |                | 1,000.00     |              |            |           | 0       | 1,000.00     |
| 100-5350-50-01         | Vehicle Expense                | 10,440.00    |                | 10,440.00    | 4,625.25     | 2,819.01   |           | 44.303  | 5,814.75     |
| 100-5351-50-01         | Equipment Expense/Repair       | 4,000.00     |                | 4,000.00     | 4,052.93     |            |           | 101.323 | (52.93)      |
| 100-5352-50-01         | Fuel                           | 7,500.00     |                | 7,500.00     | 3,184.64     | 593.53     |           | 42.462  | 4,315.36     |
| 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    | 25,711.67    | 9,132.54   | 5546.25   | 30.385  | 53,362.08    |
| 100-5400-50-01         | Uniform Expense                | 5,900.00     |                | 5,900.00     | 1,728.40     | 457.94     |           | 29.295  | 4,171.60     |
| 100-5419-50-01         | IT LICENSES                    | 1,000.00     |                | 1,000.00     |              |            |           | 0       | 1,000.00     |
| 100-5430-50-01         | Legal Fees                     | 952.00       |                | 952.00       | 76.00        |            |           | 7.983   | 876.00       |
| 100-5480-50-01         | Contracted Services            | 232,850.00   | 240,381.40     | 473,231.40   | 244,248.48   | 154,776.98 | 126128.02 | 51.613  | 102,854.90   |
| 100-5480-50-01-1941-TR | Contr Svcs-PT/Coit Pole Repair |              |                |              |              |            | 23150     | 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   | 246,052.88   | 155,234.92 | 149278.02 | 51.146  | 85,752.50    |
| 100-5520-50-01         | Telephones                     | 3,000.00     |                | 3,000.00     | 626.00       |            |           | 20.867  | 2,374.00     |
| 100-5523-50-01         | Water/Sewer Charges            | 300.00       |                | 300.00       | 139.55       | 36.98      |           | 46.517  | 160.45       |
| 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       | 638.19       | 592.20     |           | 212.73  | (338.19)     |
| 100-5527-50-01         | Electricity - Street Lights    | 224,000.00   |                | 224,000.00   | 60,360.92    | 20,216.92  |           | 26.947  | 163,639.08   |
| 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   | 62,059.66    | 20,846.10  |           | 26.42   | 172,840.34   |
| 100-5620-50-01         | Tools & Equipment              | 9,000.00     |                | 9,000.00     | 1,505.48     | 477.50     |           | 16.728  | 7,494.52     |
| 100-5630-50-01         | Safety Equipment               | 5,000.00     |                | 5,000.00     | 288.98       | 108.98     |           | 5.78    | 4,711.02     |
| 100-5640-50-01         | Signs & Hardware               | 55,000.00    |                | 55,000.00    | 13,299.95    | 2,470.05   |           | 24.182  | 41,700.05    |
| 100-5650-50-01         | Maintenance Materials          | 100,000.00   |                | 100,000.00   | 29,518.17    | 14,557.38  | 26541.99  | 29.518  | 43,939.84    |
|                        | Subtotal object - 05           | 169,000.00   |                | 169,000.00   | 44,612.58    | 17,613.91  | 26541.99  | 26.398  | 97,845.43    |
| 100-6160-50-01         | Capital Expense-Vehicles       | 29,100.00    |                | 29,100.00    |              |            | 31307.95  | 0       | (2,207.95)   |
|                        | Subtotal object - 06           | 29,100.00    |                | 29,100.00    |              |            | 31307.95  | 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    | 22,748.00    | 5,687.00   |           | 33.333  | 45,496.00    |
|                        | Subtotal object - 07           | 68,244.00    | 1,250,000.00   | 1,318,244.00 | 1,272,748.00 | 5,687.00   |           | 96.549  | 45,496.00    |

|                        |                                |              |            |              |              |            |           |         |              |
|------------------------|--------------------------------|--------------|------------|--------------|--------------|------------|-----------|---------|--------------|
| Program number: 1      | STREETS                        | 2,629,116.00 | 249,839.50 | 2,878,955.50 | 1,817,337.18 | 269,613.77 | 214764.24 | 63.125  | 846,854.08   |
| 100-5212-50-05         | BUILDING SUPPLIES              | 3,000.00     |            | 3,000.00     | 668.63       | 354.38     |           | 22.288  | 2,331.37     |
|                        | Subtotal object - 05           | 3,000.00     |            | 3,000.00     | 668.63       | 354.38     |           | 22.288  | 2,331.37     |
| 100-5340-50-05         | BUILDING REPAIRS               | 13,000.00    |            | 13,000.00    | 2,086.66     |            |           | 16.051  | 10,913.34    |
|                        | Subtotal object - 05           | 13,000.00    |            | 13,000.00    | 2,086.66     |            |           | 16.051  | 10,913.34    |
| 100-5480-50-05         | CONTRACTED SERVICES            | 190,780.00   |            | 190,780.00   | 6,470.29     |            | 128767.71 | 3.391   | 55,542.00    |
|                        | Subtotal object - 05           | 190,780.00   |            | 190,780.00   | 6,470.29     |            | 128767.71 | 3.391   | 55,542.00    |
| 100-5523-50-05         | WATER/SEWER CHARGES            | 8,000.00     |            | 8,000.00     | 3,683.35     | 367.01     |           | 46.042  | 4,316.65     |
| 100-5525-50-05         | ELECTRICITY                    | 120,000.00   |            | 120,000.00   | 19,272.44    | 6,543.15   |           | 16.06   | 100,727.56   |
|                        | Subtotal object - 05           | 128,000.00   |            | 128,000.00   | 22,955.79    | 6,910.16   |           | 17.934  | 105,044.21   |
| Program number: 5      | FACILITIES MANAGEMENT          | 334,780.00   |            | 334,780.00   | 32,181.37    | 7,264.54   | 128767.71 | 9.613   | 173,830.92   |
| Department number: 50  | PUBLIC WORKS                   | 2,963,896.00 | 249,839.50 | 3,213,735.50 | 1,849,518.55 | 276,878.31 | 343531.95 | 57.55   | 1,020,685.00 |
| 100-5110-60-01         | Salaries & Wages               | 326,600.00   | 11,619.80  | 338,219.80   | 115,301.61   | 39,780.35  |           | 34.091  | 222,918.19   |
| 100-5115-60-01         | Salaries - Overtime            | 500.00       |            | 500.00       | 1,439.11     |            |           | 287.822 | (939.11)     |
| 100-5126-60-01         | Salaries-Vacation Buy-Out      | 3,598.00     |            | 3,598.00     | 3,700.12     |            |           | 102.838 | (102.12)     |
| 100-5140-60-01         | Salaries - Longevity Pay       | 850.00       |            | 850.00       | 810.00       |            |           | 95.294  | 40.00        |
| 100-5143-60-01         | Cell Phone Allowance           | 2,940.00     |            | 2,940.00     | 1,080.00     | 270.00     |           | 36.735  | 1,860.00     |
| 100-5145-60-01         | Social Security Expense        | 20,739.00    |            | 20,739.00    | 7,395.04     | 2,559.99   |           | 35.658  | 13,343.96    |
| 100-5150-60-01         | Medicare Expense               | 4,851.00     |            | 4,851.00     | 1,729.48     | 598.71     |           | 35.652  | 3,121.52     |
| 100-5155-60-01         | SUTA Expense                   | 648.00       |            | 648.00       | 33.70        | 33.70      |           | 5.201   | 614.30       |
| 100-5160-60-01         | Health Insurance               | 37,372.00    |            | 37,372.00    | 14,561.84    | 6,123.98   |           | 38.965  | 22,810.16    |
| 100-5165-60-01         | Dental Insurance               | 1,758.00     |            | 1,758.00     | 578.98       | 140.62     |           | 32.934  | 1,179.02     |
| 100-5170-60-01         | Life Insurance/AD&D            | 451.00       |            | 451.00       | 118.56       | 29.64      |           | 26.288  | 332.44       |
| 100-5175-60-01         | Liability (TML)/Workers' Comp  | 635.00       |            | 635.00       | 1,095.97     | 456.49     |           | 172.594 | (460.97)     |
| 100-5180-60-01         | TMRS Expense                   | 45,324.00    |            | 45,324.00    | 16,472.35    | 5,396.87   |           | 36.344  | 28,851.65    |
| 100-5185-60-01         | Long/Short Term Disability     | 621.00       |            | 621.00       | 191.56       | 48.08      |           | 30.847  | 429.44       |
| 100-5186-60-01         | WELLE-Wellness Prog Reimb Empl | 2,400.00     |            | 2,400.00     | 345.80       | 78.32      |           | 14.408  | 2,054.20     |
| 100-5190-60-01         | Contract Labor                 |              |            |              | 2,814.00     | 2,814.00   |           | 0       | (2,814.00)   |
|                        | Subtotal object - 05           | 449,287.00   | 11,619.80  | 460,906.80   | 167,668.12   | 58,330.75  |           | 36.378  | 293,238.68   |
| 100-5210-60-01         | Office Supplies                | 2,000.00     |            | 2,000.00     | 580.00       | 239.40     |           | 29      | 1,420.00     |
| 100-5212-60-01         | Building Supplies              | 1,000.00     |            | 1,000.00     | 74.90        | 45.00      |           | 7.49    | 925.10       |
| 100-5220-60-01         | Office Equipment               | 3,210.00     |            | 3,210.00     | 99.95        |            |           | 3.114   | 3,110.05     |
| 100-5230-60-01         | Dues,Fees,& Subscriptions      | 2,160.00     |            | 2,160.00     | (3.55)       |            |           | -0.164  | 2,163.55     |
| 100-5240-60-01         | Postage and Delivery           | 50.00        |            | 50.00        | 50.10        |            |           | 100.2   | (0.10)       |
| 100-5280-60-01         | Printing and Reproduction      | 200.00       |            | 200.00       | 333.49       |            |           | 166.745 | (133.49)     |
|                        | Subtotal object - 05           | 8,620.00     |            | 8,620.00     | 1,134.89     | 284.40     |           | 13.166  | 7,485.11     |
| 100-5320-60-01         | Repairs & Maintenance          | 20,000.00    |            | 20,000.00    | 542.00       |            |           | 2.71    | 19,458.00    |
| 100-5330-60-01         | Copier Expense                 | 2,800.00     |            | 2,800.00     | 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       |            |           | 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     | 250.00       |            | 8760      | 2.854   | (250.00)     |
| 100-5410-60-01-1921-PK | Prof Svcs. Town Hall Open Spac |              | 9,177.80   | 9,177.80     |              |            | 9177.8    | 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     | 3,458.00     | 437.00     |           | 46.107  | 4,042.00     |
| 100-5435-60-01         | Legal Notices/Filings          | 500.00       |            | 500.00       | 86.00        |            |           | 17.2    | 414.00       |
| 100-5480-60-01         | Contracted Services            | 108,500.00   | 15,000.00  | 123,500.00   | 17,130.00    | 1,130.00   | 34425     | 13.87   | 71,945.00    |
|                        | Subtotal object - 05           | 118,100.00   | 32,937.80  | 151,037.80   | 20,924.00    | 1,567.00   | 52362.8   | 13.853  | 77,751.00    |
| 100-5520-60-01         | Telephones                     |              |            |              | 108.99       |            |           | 0       | (108.99)     |
| 100-5523-60-01         | Water/Sewer Charges            | 1,560.00     |            | 1,560.00     | 246.25       | 61.22      |           | 15.785  | 1,313.75     |
| 100-5524-60-01         | GAS                            | 2,000.00     |            | 2,000.00     | 202.60       |            |           | 10.13   | 1,797.40     |
| 100-5525-60-01         | Electricity                    | 5,300.00     |            | 5,300.00     | 1,046.51     | 595.95     |           | 19.745  | 4,253.49     |
| 100-5526-60-01         | Data Network                   | 2,500.00     |            | 2,500.00     | 238.41       | 100.00     |           | 9.536   | 2,261.59     |
| 100-5530-60-01         | Travel                         | 5,915.00     |            | 5,915.00     | 367.01       | 367.01     |           | 6.205   | 5,547.99     |

|                   |                                |              |              |              |            |            |           |        |            |
|-------------------|--------------------------------|--------------|--------------|--------------|------------|------------|-----------|--------|------------|
| 100-5533-60-01    | Mileage Expense                | 2,000.00     |              | 2,000.00     | 576.24     |            |           | 28.812 | 1,423.76   |
| 100-5536-60-01    | Training/Seminars              | 5,230.00     |              | 5,230.00     | 325.00     |            |           | 6.214  | 4,905.00   |
|                   | Subtotal object - 05           | 24,505.00    |              | 24,505.00    | 3,111.01   | 1,124.18   |           | 12.695 | 21,393.99  |
| 100-5601-60-01    | Event - Prosper Christmas      | 66,000.00    |              | 66,000.00    | 46,542.48  | 2,163.78   |           | 70.519 | 19,457.52  |
|                   | Subtotal object - 05           | 66,000.00    |              | 66,000.00    | 46,542.48  | 2,163.78   |           | 70.519 | 19,457.52  |
| 100-5995-60-01    | Recreation Activities          | 50,000.00    |              | 50,000.00    |            |            |           | 0      | 50,000.00  |
|                   | Subtotal object - 05           | 50,000.00    |              | 50,000.00    |            |            |           | 0      | 50,000.00  |
| 100-6110-60-01    | Capital Expenditure            | 162,927.00   | (162,927.00) |              |            |            |           | 0      |            |
| 100-6160-60-01    | Capital Expense-Vehicles       | 23,800.00    |              | 23,800.00    |            |            | 23656.45  | 0      | 143.55     |
|                   | Subtotal object - 06           | 186,727.00   | (162,927.00) | 23,800.00    |            |            | 23656.45  | 0      | 143.55     |
| 100-7144-60-01    | Transfer to Bond Fund          |              | 147,927.00   | 147,927.00   | 147,927.00 |            |           | 100    |            |
| 100-7145-60-01    | Transfer to VERF               | 657.00       |              | 657.00       | 219.00     | 54.75      |           | 33.333 | 438.00     |
|                   | Subtotal object - 07           | 657.00       | 147,927.00   | 148,584.00   | 148,146.00 | 54.75      |           | 99.705 | 438.00     |
| Program number: 1 | PARKS ADMINISTRATION           | 932,441.00   | 29,557.60    | 961,998.60   | 388,193.38 | 63,524.86  | 76019.25  | 40.353 | 497,785.97 |
| 100-5110-60-02    | Salaries & Wages               | 921,751.00   | 29,753.99    | 951,504.99   | 317,994.87 | 107,680.44 |           | 33.42  | 633,510.12 |
| 100-5115-60-02    | Salaries - Overtime            | 16,117.00    |              | 16,117.00    | 6,215.93   |            |           | 38.568 | 9,901.07   |
| 100-5126-60-02    | Salaries-Vacation Buy-Out      | 12,472.00    |              | 12,472.00    | 4,354.72   |            |           | 34.916 | 8,117.28   |
| 100-5140-60-02    | Salaries - Longevity Pay       | 5,545.00     |              | 5,545.00     | 5,395.00   |            |           | 97.295 | 150.00     |
| 100-5143-60-02    | Cell Phone Allowance           | 9,540.00     |              | 9,540.00     | 3,240.00   | 780.00     |           | 33.962 | 6,300.00   |
| 100-5145-60-02    | Social Security Expense        | 59,857.00    |              | 59,857.00    | 19,511.02  | 6,399.73   |           | 32.596 | 40,345.98  |
| 100-5150-60-02    | Medicare Expense               | 14,000.00    |              | 14,000.00    | 4,563.07   | 1,496.72   |           | 32.593 | 9,436.93   |
| 100-5155-60-02    | SUTA Expense                   | 3,402.00     |              | 3,402.00     | 109.85     | 102.18     |           | 3.229  | 3,292.15   |
| 100-5160-60-02    | Health Insurance               | 222,911.00   |              | 222,911.00   | 75,526.32  | 31,660.48  |           | 33.882 | 147,384.68 |
| 100-5165-60-02    | Dental Insurance               | 8,156.00     |              | 8,156.00     | 2,521.62   | 610.14     |           | 30.917 | 5,634.38   |
| 100-5170-60-02    | Life Insurance/AD&D            | 2,288.00     |              | 2,288.00     | 731.64     | 178.22     |           | 31.977 | 1,556.36   |
| 100-5175-60-02    | Liability (TML)/Workers' Comp  | 17,210.00    |              | 17,210.00    | 7,271.49   | 2,904.97   |           | 42.252 | 9,938.51   |
| 100-5180-60-02    | TMRS Expense                   | 130,816.00   |              | 130,816.00   | 45,453.59  | 14,643.24  |           | 34.746 | 85,362.41  |
| 100-5185-60-02    | Long/Short Term Disability     | 1,753.00     |              | 1,753.00     | 518.14     | 127.78     |           | 29.557 | 1,234.86   |
| 100-5186-60-02    | WELLE-Wellness Prog Reimb Empl | 7,050.00     |              | 7,050.00     | 1,569.92   | 467.48     |           | 22.268 | 5,480.08   |
|                   | Subtotal object - 05           | 1,432,868.00 | 29,753.99    | 1,462,621.99 | 494,977.18 | 167,051.38 |           | 33.842 | 967,644.81 |
| 100-5210-60-02    | Office Supplies                | 550.00       |              | 550.00       | 21.14      | 21.14      |           | 3.844  | 528.86     |
| 100-5212-60-02    | Building Supplies              | 20,200.00    |              | 20,200.00    | 2,720.23   |            |           | 13.466 | 17,479.77  |
| 100-5213-60-02    | Custodial Supplies             | 5,500.00     |              | 5,500.00     | 460.98     |            |           | 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     | 1,379.29   | 929.00     |           | 41.721 | 1,926.71   |
| 100-5240-60-02    | Postage and Delivery           |              |              |              | 7.35       | 7.35       |           | 0      | (7.35)     |
|                   | Subtotal object - 05           | 33,017.00    |              | 33,017.00    | 4,588.99   | 957.49     |           | 13.899 | 28,428.01  |
| 100-5310-60-02    | Rental Expense                 | 38,000.00    |              | 38,000.00    | 14,217.00  | 5,802.00   | 19938     | 37.413 | 3,845.00   |
| 100-5320-60-02    | Repairs & Maintenance          | 48,410.00    |              | 48,410.00    | 13,918.99  | 4,094.53   |           | 28.752 | 34,491.01  |
| 100-5322-60-02    | Irrigation Repairs             | 10,200.00    |              | 10,200.00    | 2,056.18   | 6.07       |           | 20.159 | 8,143.82   |
| 100-5323-60-02    | Field Maintenance              | 51,150.00    |              | 51,150.00    | 15,658.49  | 1,440.79   | 3060      | 30.613 | 32,431.51  |
| 100-5324-60-02    | Landscape Maintenance          | 15,000.00    |              | 15,000.00    | 9,051.98   |            |           | 60.347 | 5,948.02   |
| 100-5330-60-02    | Copier Expense                 | 237.00       |              | 237.00       | 6.63       |            |           | 2.797  | 230.37     |
| 100-5350-60-02    | Vehicle Expense                | 8,000.00     |              | 8,000.00     | 2,443.97   | 962.37     |           | 30.55  | 5,556.03   |
| 100-5351-60-02    | Equipment Expense/Repair       | 4,000.00     |              | 4,000.00     | 963.13     |            |           | 24.078 | 3,036.87   |
| 100-5352-60-02    | Fuel                           | 15,920.00    |              | 15,920.00    | 3,783.13   | 931.05     |           | 23.763 | 12,136.87  |
| 100-5353-60-02    | Oil/Grease/Inspections         | 1,800.00     |              | 1,800.00     | 422.94     | 335.72     |           | 23.497 | 1,377.06   |
| 100-5355-60-02    | Chemicals/Fertilizer           | 131,335.00   |              | 131,335.00   | 4,487.19   | 2,014.12   | 15000     | 3.417  | 111,847.81 |
|                   | Subtotal object - 05           | 324,052.00   |              | 324,052.00   | 67,009.63  | 15,586.65  | 37998     | 20.679 | 219,044.37 |
| 100-5400-60-02    | Uniform Expense                | 13,435.00    |              | 13,435.00    | 4,631.66   | 538.50     |           | 34.475 | 8,803.34   |
| 100-5480-60-02    | Contracted Services            | 338,132.00   |              | 338,132.00   | 60,491.58  | 18,363.00  | 125947.01 | 17.89  | 151,693.41 |
|                   | Subtotal object - 05           | 351,567.00   |              | 351,567.00   | 65,123.24  | 18,901.50  | 125947.01 | 18.524 | 160,496.75 |
| 100-5520-60-02    | Telephones                     | 3,165.00     |              | 3,165.00     | 870.15     |            |           | 27.493 | 2,294.85   |
| 100-5523-60-02    | Water/Sewer Charges            | 179,788.00   |              | 179,788.00   | 54,037.51  | 2,372.79   |           | 30.056 | 125,750.49 |
| 100-5525-60-02    | Electricity                    | 158,857.00   |              | 158,857.00   | 46,940.54  | 14,581.10  |           | 29.549 | 111,916.46 |
| 100-5526-60-02    | Data Network                   | 550.00       |              | 550.00       | 113.97     |            |           | 20.722 | 436.03     |

|                   |                                |              |           |              |            |            |           |            |
|-------------------|--------------------------------|--------------|-----------|--------------|------------|------------|-----------|------------|
| 100-5530-60-02    | Travel                         | 5,805.00     |           | 5,805.00     | 279.30     |            | 4.811     | 5,525.70   |
| 100-5533-60-02    | Mileage Expense                | 450.00       |           | 450.00       |            |            | 0         | 450.00     |
| 100-5536-60-02    | Training/Seminars              | 4,320.00     |           | 4,320.00     | 2,330.85   | 435.85     | 53.955    | 1,989.15   |
|                   | Subtotal object - 05           | 352,935.00   |           | 352,935.00   | 104,572.32 | 17,389.74  | 29.629    | 248,362.68 |
| 100-5600-60-02    | Special Events                 |              |           |              | 2,953.53   | 75.91      | 0         | (2,953.53) |
| 100-5620-60-02    | Tools & Equipment              | 4,350.00     |           | 4,350.00     | 92.96      |            | 2.137     | 4,257.04   |
| 100-5630-60-02    | Safety Equipment               | 4,345.00     |           | 4,345.00     | 1,089.28   | 391.48     | 25.07     | 3,255.72   |
| 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    | 4,135.77   | 467.39     | 29.342    | 9,959.23   |
| 100-6120-60-02    | Capital Expense-Park Impr      | 80,000.00    | 15,000.00 | 95,000.00    |            |            | 93554     | 0          |
| 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  |            | -125.7    | 99.863     |
|                   | Subtotal object - 06           | 142,689.00   | 15,000.00 | 157,689.00   | 23,656.45  |            | 93428.3   | 15.002     |
| 100-7145-60-02    | Transfer to VERF               | 230,113.00   |           | 230,113.00   | 76,704.32  | 19,176.08  | 33.333    | 153,408.68 |
|                   | Subtotal object - 07           | 230,113.00   |           | 230,113.00   | 76,704.32  | 19,176.08  | 33.333    | 153,408.68 |
| Program number: 2 | PARKS OPERATIONS               | 2,881,336.00 | 44,753.99 | 2,926,089.99 | 840,767.90 | 239,530.23 | 257373.31 | 28.733     |
| 100-5110-60-03    | Salaries & Wages               | 94,787.00    | 4,287.04  | 99,074.04    | 31,773.87  | 10,634.64  | 32.071    | 67,300.17  |
| 100-5140-60-03    | Salaries - Longevity Pay       | 70.00        |           | 70.00        | 65.00      |            | 92.857    | 5.00       |
| 100-5145-60-03    | Social Security Expense        | 5,882.00     |           | 5,882.00     | 1,960.05   | 656.75     | 33.323    | 3,921.95   |
| 100-5150-60-03    | Medicare Expense               | 1,376.00     |           | 1,376.00     | 458.40     | 153.59     | 33.314    | 917.60     |
| 100-5155-60-03    | SUTA Expense                   | 324.00       |           | 324.00       | 10.68      | 10.68      | 3.296     | 313.32     |
| 100-5160-60-03    | Health Insurance               | 23,418.00    |           | 23,418.00    | 2,836.52   | 1,279.76   | 12.113    | 20,581.48  |
| 100-5165-60-03    | Dental Insurance               | 875.00       |           | 875.00       | 272.16     | 68.04      | 31.104    | 602.84     |
| 100-5170-60-03    | Life Insurance/AD&D            | 226.00       |           | 226.00       | 75.04      | 18.76      | 33.204    | 150.96     |
| 100-5175-60-03    | Liability (TML)/Workers' Comp  | 942.00       |           | 942.00       | 627.28     | 256.18     | 66.59     | 314.72     |
| 100-5180-60-03    | TMRS Expense                   | 12,854.00    |           | 12,854.00    | 4,318.41   | 1,445.23   | 33.596    | 8,535.59   |
| 100-5185-60-03    | Long/Short Term Disability     | 181.00       |           | 181.00       | 53.67      | 13.48      | 29.652    | 127.33     |
| 100-5186-60-03    | WELLE-Wellness Prog Reimb Empl | 600.00       |           | 600.00       | 39.16      | 39.16      | 6.527     | 560.84     |
|                   | Subtotal object - 05           | 141,535.00   | 4,287.04  | 145,822.04   | 42,490.24  | 14,576.27  | 29.138    | 103,331.80 |
| 100-5210-60-03    | Office Supplies                | 225.00       |           | 225.00       | 79.39      | 79.39      | 35.284    | 145.61     |
| 100-5220-60-03    | Office Equipment               | 3,700.00     |           | 3,700.00     | 496.81     | 496.81     | 13.427    | 3,203.19   |
| 100-5230-60-03    | Dues,Fees,& Subscriptions      |              |           |              | 40.00      |            | 0         | (40.00)    |
| 100-5240-60-03    | Postage and Delivery           | 3,700.00     |           | 3,700.00     |            |            | 0         | 3,700.00   |
| 100-5260-60-03    | Advertising                    | 1,900.00     |           | 1,900.00     |            |            | 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    | 616.20     | 576.20     | 4.556     | 12,908.80  |
| 100-5475-60-03    | Credit Card Fees               | 4,000.00     |           | 4,000.00     | 778.90     | 34.91      | 19.473    | 3,221.10   |
|                   | Subtotal object - 05           | 4,000.00     |           | 4,000.00     | 778.90     | 34.91      | 19.473    | 3,221.10   |
| 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    | 4,694.88   | 294.00     | 14500     | 14.171     |
|                   | Subtotal object - 05           | 33,130.00    |           | 33,130.00    | 4,694.88   | 294.00     | 14500     | 14.171     |
| 100-5995-60-03    | Recreation Activities          | 84,400.00    |           | 84,400.00    | 13,536.43  | 109.50     | 16.038    | 70,863.57  |
|                   | Subtotal object - 05           | 84,400.00    |           | 84,400.00    | 13,536.43  | 109.50     | 16.038    | 70,863.57  |
| Program number: 3 | RECREATION                     | 277,240.00   | 4,287.04  | 281,527.04   | 62,116.65  | 15,590.88  | 14500     | 22.064     |
| 100-5110-60-05    | Salaries & Wages               | 344,753.00   | 26,461.51 | 371,214.51   | 100,633.11 | 31,460.96  | 27.109    | 270,581.40 |
| 100-5126-60-05    | Salaries-Vacation Buy-Out      | 4,412.00     |           | 4,412.00     | 2,206.20   |            | 50.005    | 2,205.80   |
| 100-5140-60-05    | Salaries - Longevity Pay       | 455.00       |           | 455.00       | 405.00     |            | 89.011    | 50.00      |
| 100-5145-60-05    | Social Security Expense        | 21,677.00    |           | 21,677.00    | 6,193.94   | 1,910.59   | 28.574    | 15,483.06  |
| 100-5150-60-05    | Medicare Expense               | 5,070.00     |           | 5,070.00     | 1,448.61   | 446.84     | 28.572    | 3,621.39   |
| 100-5155-60-05    | SUTA Expense                   | 2,430.00     |           | 2,430.00     | 37.87      | 27.07      | 1.558     | 2,392.13   |
| 100-5160-60-05    | Health Insurance               | 40,284.00    |           | 40,284.00    | 8,442.74   | 3,044.48   | 20.958    | 31,841.26  |
| 100-5165-60-05    | Dental Insurance               | 1,723.00     |           | 1,723.00     | 418.56     | 104.64     | 24.293    | 1,304.44   |
| 100-5170-60-05    | Life Insurance/AD&D            | 446.00       |           | 446.00       | 81.04      | 20.26      | 18.17     | 364.96     |
| 100-5175-60-05    | Liability (TML)/Workers' Comp  | 723.00       |           | 723.00       | 248.35     | 99.96      | 34.35     | 474.65     |
| 100-5180-60-05    | TMRS Expense                   | 28,521.00    |           | 28,521.00    | 9,509.39   | 3,081.74   | 33.342    | 19,011.61  |

|                       |                                |              |            |              |              |            |           |         |              |
|-----------------------|--------------------------------|--------------|------------|--------------|--------------|------------|-----------|---------|--------------|
| 100-5185-60-05        | Long/Short Term Disability     | 391.00       |            | 391.00       | 113.65       | 28.52      |           | 29.066  | 277.35       |
| 100-5186-60-05        | WELLE-Wellness Prog Reimb Empl | 600.00       |            | 600.00       | 58.74        | 58.74      |           | 9.79    | 541.26       |
|                       | Subtotal object - 05           | 451,485.00   | 26,461.51  | 477,946.51   | 129,797.20   | 40,283.80  |           | 27.157  | 348,149.31   |
| 100-5210-60-05        | Office Supplies                | 4,500.00     |            | 4,500.00     | 1,994.38     | 335.04     |           | 44.32   | 2,505.62     |
| 100-5220-60-05        | Office Equipment               |              |            |              | 524.92       |            |           | 0       | (524.92)     |
| 100-5230-60-05        | Dues,Fees,& Subscriptions      | 6,488.00     |            | 6,488.00     | 484.19       | 47.99      |           | 7.463   | 6,003.81     |
| 100-5240-60-05        | Postage and Delivery           | 500.00       |            | 500.00       | 196.26       | 12.36      |           | 39.252  | 303.74       |
| 100-5280-60-05        | Printing and Reproduction      | 1,400.00     |            | 1,400.00     | 564.26       | 495.00     |           | 40.304  | 835.74       |
| 100-5281-60-05        | Book Purchases                 | 41,000.00    |            | 41,000.00    | 10,015.89    | 2,322.73   | 21076.6   | 24.429  | 9,907.51     |
| 100-5282-60-05        | DVD Purchases                  | 2,000.00     |            | 2,000.00     | 867.13       | 30.84      |           | 43.357  | 1,132.87     |
| 100-5283-60-05        | Audiobook Purchases            | 1,500.00     |            | 1,500.00     | 487.33       |            |           | 32.489  | 1,012.67     |
| 100-5284-60-05        | Other Collect. Item Purchases  | 2,000.00     |            | 2,000.00     | 418.85       | 19.98      |           | 20.943  | 1,581.15     |
| 100-5290-60-05        | Other Charges and Services     | 2,000.00     |            | 2,000.00     | 1,266.91     | 218.49     |           | 63.346  | 733.09       |
|                       | Subtotal object - 05           | 61,388.00    |            | 61,388.00    | 16,820.12    | 3,482.43   | 21076.6   | 27.4    | 23,491.28    |
| 100-5330-60-05        | Copier Expense                 | 1,854.00     |            | 1,854.00     | 151.89       |            |           | 8.193   | 1,702.11     |
|                       | Subtotal object - 05           | 1,854.00     |            | 1,854.00     | 151.89       |            |           | 8.193   | 1,702.11     |
| 100-5400-60-05        | Uniform Expense                | 1,300.00     |            | 1,300.00     | 812.30       |            |           | 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     | 5,500.00     |            |           | 67.901  | 2,600.00     |
|                       | Subtotal object - 05           | 9,650.00     |            | 9,650.00     | 6,312.30     |            |           | 65.412  | 3,337.70     |
| 100-5520-60-05        | Telephones                     | 450.00       |            | 450.00       | 104.97       |            |           | 23.327  | 345.03       |
| 100-5530-60-05        | Travel                         | 3,500.00     |            | 3,500.00     | 387.57       |            |           | 11.073  | 3,112.43     |
| 100-5533-60-05        | Mileage Expense                | 750.00       |            | 750.00       | 181.04       |            |           | 24.139  | 568.96       |
| 100-5536-60-05        | Training/Seminars              | 1,250.00     |            | 1,250.00     | 1,394.51     | 19.49      |           | 111.561 | (144.51)     |
|                       | Subtotal object - 05           | 5,950.00     |            | 5,950.00     | 2,068.09     | 19.49      |           | 34.758  | 3,881.91     |
| 100-5600-60-05        | Special Events                 | 3,000.00     |            | 3,000.00     | 1,178.89     | 16.24      |           | 39.296  | 1,821.11     |
|                       | Subtotal object - 05           | 3,000.00     |            | 3,000.00     | 1,178.89     | 16.24      |           | 39.296  | 1,821.11     |
| 100-7145-60-05        | Transfer to VEF                | 6,794.00     |            | 6,794.00     | 2,264.68     | 566.17     |           | 33.334  | 4,529.32     |
|                       | Subtotal object - 07           | 6,794.00     |            | 6,794.00     | 2,264.68     | 566.17     |           | 33.334  | 4,529.32     |
| Program number: 5     | LIBRARY                        | 540,121.00   | 26,461.51  | 566,582.51   | 158,593.17   | 44,368.13  | 21076.6   | 27.991  | 386,912.74   |
| Department number: 60 | COMMUNITY SERVICES             | 4,631,138.00 | 105,060.14 | 4,736,198.14 | 1,449,671.10 | 363,014.10 | 368969.16 | 30.608  | 2,917,557.88 |
| 100-5110-98-01        | Salaries & Wages               | 1,049,961.00 | 15,831.62  | 1,065,792.62 | 304,382.37   | 111,603.09 |           | 28.559  | 761,410.25   |
| 100-5115-98-01        | Salaries - Overtime            | 700.00       |            | 700.00       | 235.77       |            |           | 33.681  | 464.23       |
| 100-5126-98-01        | Salaries-Vacation Buy-Out      | 14,190.00    |            | 14,190.00    | 6,431.84     |            |           | 45.327  | 7,758.16     |
| 100-5140-98-01        | Salaries - Longevity Pay       | 2,285.00     |            | 2,285.00     | 1,910.00     |            |           | 83.589  | 375.00       |
| 100-5143-98-01        | Cell Phone Allowance           | 935.00       |            | 935.00       | 300.00       | 120.00     |           | 32.086  | 635.00       |
| 100-5145-98-01        | Social Security Expense        | 66,221.00    |            | 66,221.00    | 16,205.47    | 6,584.32   |           | 24.472  | 50,015.53    |
| 100-5150-98-01        | Medicare Expense               | 15,487.00    |            | 15,487.00    | 4,279.49     | 1,539.87   |           | 27.633  | 11,207.51    |
| 100-5155-98-01        | SUTA Expense                   | 1,782.00     |            | 1,782.00     | 86.82        | 80.71      |           | 4.872   | 1,695.18     |
| 100-5160-98-01        | Health Insurance               | 155,093.00   |            | 155,093.00   | 30,466.16    | 12,555.98  |           | 19.644  | 124,626.84   |
| 100-5165-98-01        | Dental Insurance               | 5,316.00     |            | 5,316.00     | 1,117.17     | 290.73     |           | 21.015  | 4,198.83     |
| 100-5170-98-01        | Life Insurance/AD&D            | 1,202.00     |            | 1,202.00     | 372.63       | 103.71     |           | 31.001  | 829.37       |
| 100-5175-98-01        | Liability (TML)/Workers' Comp  | 11,964.00    |            | 11,964.00    | 2,713.77     | 1,021.85   |           | 22.683  | 9,250.23     |
| 100-5180-98-01        | TMRS Expense                   | 144,724.00   |            | 144,724.00   | 42,522.26    | 15,141.54  |           | 29.382  | 102,201.74   |
| 100-5185-98-01        | Long/Short Term Disability     | 1,997.00     |            | 1,997.00     | 506.47       | 140.12     |           | 25.362  | 1,490.53     |
| 100-5186-98-01        | WELLE-Wellness Prog Reimb Empl | 5,350.00     |            | 5,350.00     | 925.00       | 225.00     |           | 17.29   | 4,425.00     |
|                       | Subtotal object - 05           | 1,477,207.00 | 15,831.62  | 1,493,038.62 | 412,455.22   | 149,406.92 |           | 27.625  | 1,080,583.40 |
| 100-5210-98-01        | Office Supplies                | 2,775.00     |            | 2,775.00     | 593.64       | 519.43     |           | 21.392  | 2,181.36     |
| 100-5220-98-01        | Office Equipment               | 6,410.00     | 3,824.96   | 10,234.96    | 4,196.95     | 371.99     | 3125.64   | 41.006  | 2,912.37     |
| 100-5230-98-01        | Dues,Fees,& Subscriptions      | 2,175.00     |            | 2,175.00     | 292.00       | 252.00     |           | 13.425  | 1,883.00     |
| 100-5240-98-01        | Postage and Delivery           | 280.00       |            | 280.00       | 33.95        | 16.60      |           | 12.125  | 246.05       |
| 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       |
| 100-5290-98-01        | Other Charges and Services     |              |            |              | 134.86       |            |           | 0       | (134.86)     |
|                       | Subtotal object - 05           | 12,140.00    | 3,824.96   | 15,964.96    | 5,251.40     | 1,160.02   | 3125.64   | 32.893  | 7,587.92     |
| 100-5330-98-01        | Copier Expense                 | 1,075.00     |            | 1,075.00     | 284.15       |            |           | 26.433  | 790.85       |

|                        |                                |                |              |                |                |                |            |         |               |
|------------------------|--------------------------------|----------------|--------------|----------------|----------------|----------------|------------|---------|---------------|
| 100-5350-98-01         | Vehicle Expense                | 870.00         |              | 870.00         | 1,009.16       | 125.79         |            | 115.995 | (139.16)      |
| 100-5352-98-01         | Fuel                           | 2,700.00       |              | 2,700.00       | 882.37         | 273.12         |            | 32.68   | 1,817.63      |
|                        | Subtotal object - 05           | 4,645.00       |              | 4,645.00       | 2,175.68       | 398.91         |            | 46.839  | 2,469.32      |
| 100-5400-98-01         | Uniform Expense                | 900.00         |              | 900.00         | 903.06         | 125.86         |            | 100.34  | (3.06)        |
| 100-5410-98-01         | Professional Services          | 40,719.00      | 1,060.00     | 41,779.00      | 2,958.89       |                |            | 7.082   | 38,820.11     |
| 100-5410-98-01-1831-ST | First/BNSF RR Overpass         |                | 27,407.00    | 27,407.00      | 11,205.18      | 6,313.12       | 16966.07   | 40.884  | (764.25)      |
| 100-5410-98-01-1832-ST | Prosper Trl/BNSF RR Overpass   |                | 36,452.51    | 36,452.51      | 41,309.33      | 21,161.88      | 11563      | 113.324 | (16,419.82)   |
| 100-5410-98-01-1942-TR | Traffic Signal Warrant Study   |                | 20,000.00    | 20,000.00      | 15,000.00      |                | 20000      | 75      | (15,000.00)   |
| 100-5419-98-01         | IT Licenses                    | 11,830.00      |              | 11,830.00      | 1,531.52       |                | 3028       | 12.946  | 7,270.48      |
| 100-5430-98-01         | Legal Fees                     | 11,000.00      |              | 11,000.00      | 2,330.95       | 198.70         |            | 21.19   | 8,669.05      |
| 100-5435-98-01         | Legal Notices/Filings          | 2,400.00       |              | 2,400.00       | 749.60         | 331.20         |            | 31.233  | 1,650.40      |
| 100-5480-98-01         | Contracted Services            | 150,000.00     |              | 150,000.00     |                |                |            | 0       | 150,000.00    |
|                        | Subtotal object - 05           | 216,849.00     | 84,919.51    | 301,768.51     | 75,988.53      | 28,130.76      | 51557.07   | 25.181  | 174,222.91    |
| 100-5520-98-01         | Telephones                     | 4,995.00       |              | 4,995.00       | 423.13         |                |            | 8.471   | 4,571.87      |
| 100-5526-98-01         | Data Network                   |                |              |                | 629.82         |                |            | 0       | (629.82)      |
| 100-5530-98-01         | Travel                         | 3,850.00       |              | 3,850.00       | 571.11         |                |            | 14.834  | 3,278.89      |
| 100-5533-98-01         | Mileage Expense                | 1,275.00       |              | 1,275.00       | 41.59          | 41.59          |            | 3.262   | 1,233.41      |
| 100-5536-98-01         | Training/Seminars              | 5,100.00       |              | 5,100.00       | 1,214.40       | 107.40         |            | 23.812  | 3,885.60      |
|                        | Subtotal object - 05           | 15,220.00      |              | 15,220.00      | 2,880.05       | 148.99         |            | 18.923  | 12,339.95     |
| 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       | 2,777.32       | 694.33         |            | 33.333  | 5,554.68      |
|                        | Subtotal object - 07           | 8,332.00       |              | 8,332.00       | 2,777.32       | 694.33         |            | 33.333  | 5,554.68      |
| Program number: 1      | ENGINEERING                    | 1,734,793.00   | 104,576.09   | 1,839,369.09   | 501,528.20     | 179,939.93     | 54682.71   | 27.266  | 1,283,158.18  |
| Department number: 98  | ENGINEERING                    | 1,734,793.00   | 104,576.09   | 1,839,369.09   | 501,528.20     | 179,939.93     | 54682.71   | 27.266  | 1,283,158.18  |
|                        | Expense                        | 29,865,198.00  | 1,609,828.54 | 31,475,026.54  | 10,270,870.88  | 2,747,909.68   | 2602880.77 | 32.632  | 18,601,274.89 |
| Fund number: 100       | GENERAL                        | (447,622.00)   | 1,190,156.54 | 742,534.54     | (9,340,320.41) | (3,119,791.93) | 2602880.77 |         | 7,479,974.18  |
| 120-4120-20-01         | Sales Taxes                    | (1,338,204.00) |              | (1,338,204.00) | (473,778.88)   | (109,168.38)   |            | 35.404  | (864,425.12)  |
|                        | Subtotal object - 04           | (1,338,204.00) |              | (1,338,204.00) | (473,778.88)   | (109,168.38)   |            | 35.404  | (864,425.12)  |
| 120-4610-20-01         | Interest Income                | (5,000.00)     |              | (5,000.00)     | (57.08)        |                |            | 1.142   | (4,942.92)    |
|                        | Subtotal object - 04           | (5,000.00)     |              | (5,000.00)     | (57.08)        |                |            | 1.142   | (4,942.92)    |
| Program number: 1      | OPERATIONS                     | (1,343,204.00) |              | (1,343,204.00) | (473,835.96)   | (109,168.38)   |            | 35.277  | (869,368.04)  |
| Department number: 20  | POLICE                         | (1,343,204.00) |              | (1,343,204.00) | (473,835.96)   | (109,168.38)   |            | 35.277  | (869,368.04)  |
|                        | Revenue                        | (1,343,204.00) |              | (1,343,204.00) | (473,835.96)   | (109,168.38)   |            | 35.277  | (869,368.04)  |
| 120-5110-20-01         | Salaries & Wages               | 825,126.00     | 18,951.00    | 844,077.00     | 272,794.87     | 91,005.79      |            | 32.319  | 571,282.13    |
| 120-5115-20-01         | Salaries - Overtime            | 135,636.00     |              | 135,636.00     | 16,498.37      | 4,293.78       |            | 12.164  | 119,137.63    |
| 120-5126-20-01         | Salaries-Vacation Buy-Out      | 2,742.00       |              | 2,742.00       | 2,862.80       |                |            | 104.406 | (120.80)      |
| 120-5127-20-01         | Salaries-Certification Pay     | 17,220.00      |              | 17,220.00      | 5,671.95       | 1,806.81       |            | 32.938  | 11,548.05     |
| 120-5140-20-01         | Salaries - Longevity Pay       | 3,055.00       |              | 3,055.00       | 2,880.00       |                |            | 94.272  | 175.00        |
| 120-5145-20-01         | Social Security Expense        | 51,993.00      |              | 51,993.00      | 17,918.71      | 5,851.65       |            | 34.464  | 34,074.29     |
| 120-5150-20-01         | Medicare Expense               | 12,160.00      |              | 12,160.00      | 4,190.67       | 1,368.53       |            | 34.463  | 7,969.33      |
| 120-5155-20-01         | SUTA Expense                   | 1,944.00       |              | 1,944.00       | 86.73          | 86.73          |            | 4.461   | 1,857.27      |
| 120-5160-20-01         | Health Insurance               | 115,788.00     |              | 115,788.00     | 31,267.67      | 11,010.82      |            | 27.004  | 84,520.33     |
| 120-5165-20-01         | Dental Insurance               | 5,280.00       |              | 5,280.00       | 1,468.30       | 362.20         |            | 27.809  | 3,811.70      |
| 120-5170-20-01         | Life Insurance/AD&D            | 4,502.00       |              | 4,502.00       | 1,266.03       | 312.60         |            | 28.122  | 3,235.97      |
| 120-5175-20-01         | Liability (TML) Workers' Comp  | 15,179.00      |              | 15,179.00      | 6,064.49       | 2,499.45       |            | 39.953  | 9,114.51      |
| 120-5180-20-01         | TMRS Expense                   | 113,629.00     |              | 113,629.00     | 40,787.94      | 13,160.29      |            | 35.896  | 72,841.06     |
| 120-5185-20-01         | Long/Short Term Disability     | 1,550.00       |              | 1,550.00       | 438.34         | 102.45         |            | 28.28   | 1,111.66      |
| 120-5186-20-01         | WELLE-Wellness Prog Reimb Empl | 2,400.00       |              | 2,400.00       | 381.64         | 89.16          |            | 15.902  | 2,018.36      |
| 120-5191-20-01         | Hiring Cost                    |                |              |                | 22.00          |                |            | 0       | (22.00)       |
|                        | Subtotal object - 05           | 1,308,204.00   | 18,951.00    | 1,327,155.00   | 404,600.51     | 131,950.26     |            | 30.486  | 922,554.49    |
| 120-5410-20-01         | Professional Services          |                |              |                | 48.03          | 48.03          |            | 0       | (48.03)       |
|                        | Subtotal object - 05           |                |              |                | 48.03          | 48.03          |            | 0       | (48.03)       |
| Program number: 1      | OPERATIONS                     | 1,308,204.00   | 18,951.00    | 1,327,155.00   | 404,648.54     | 131,998.29     |            | 30.49   | 922,506.46    |
| Department number: 20  | POLICE                         | 1,308,204.00   | 18,951.00    | 1,327,155.00   | 404,648.54     | 131,998.29     |            | 30.49   | 922,506.46    |

|                       |                                |                    |                |           |                |                |              |         |                |
|-----------------------|--------------------------------|--------------------|----------------|-----------|----------------|----------------|--------------|---------|----------------|
|                       | Expense                        | Subtotal - - - - - | 1,308,204.00   | 18,951.00 | 1,327,155.00   | 404,648.54     | 131,998.29   | 30.49   | 922,506.46     |
| Fund number: 120      | POLICE SPD                     |                    | (35,000.00)    | 18,951.00 | (16,049.00)    | (69,187.42)    | 22,829.91    | 431.101 | 53,138.42      |
| 130-4120-30-01        | Sales Taxes                    |                    | (1,338,204.00) |           | (1,338,204.00) | (472,877.82)   | (108,650.51) | 35.337  | (865,326.18)   |
|                       | Subtotal object - 04           |                    | (1,338,204.00) |           | (1,338,204.00) | (472,877.82)   | (108,650.51) | 35.337  | (865,326.18)   |
| 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) | (472,877.82)   | (108,650.51) | 35.205  | (870,326.18)   |
| Department number: 30 | FIRE                           |                    | (1,343,204.00) |           | (1,343,204.00) | (472,877.82)   | (108,650.51) | 35.205  | (870,326.18)   |
|                       | Revenue                        | Subtotal - - - - - | (1,343,204.00) |           | (1,343,204.00) | (472,877.82)   | (108,650.51) | 35.205  | (870,326.18)   |
| 130-5110-30-01        | Salaries & Wages               |                    | 816,877.00     | 18,070.00 | 834,947.00     | 286,527.24     | 98,078.16    | 34.317  | 548,419.76     |
| 130-5115-30-01        | Salaries - Overtime            |                    | 134,415.00     |           | 134,415.00     | 46,102.10      | 11,703.08    | 34.298  | 88,312.90      |
| 130-5116-30-01        | Salaries - FLSA Overtime       |                    |                |           |                | 6,148.40       | 2,441.59     | 0       | (6,148.40)     |
| 130-5127-30-01        | Salaries-Certification Pay     |                    | 11,280.00      |           | 11,280.00      | 3,754.67       | 1,204.62     | 33.286  | 7,525.33       |
| 130-5140-30-01        | Salaries - Longevity Pay       |                    | 2,090.00       |           | 2,090.00       | 1,830.00       |              | 87.56   | 260.00         |
| 130-5145-30-01        | Social Security Expense        |                    | 50,883.00      |           | 50,883.00      | 19,792.62      | 6,629.59     | 38.898  | 31,090.38      |
| 130-5150-30-01        | Medicare Expense               |                    | 11,901.00      |           | 11,901.00      | 4,628.91       | 1,550.46     | 38.895  | 7,272.09       |
| 130-5155-30-01        | SUTA Expense                   |                    | 1,944.00       |           | 1,944.00       | 104.70         | 104.70       | 5.386   | 1,839.30       |
| 130-5160-30-01        | Health Insurance               |                    | 141,558.00     |           | 141,558.00     | 58,238.98      | 24,294.22    | 41.141  | 83,319.02      |
| 130-5165-30-01        | Dental Insurance               |                    | 4,869.00       |           | 4,869.00       | 1,665.29       | 444.44       | 34.202  | 3,203.71       |
| 130-5170-30-01        | Life Insurance/AD&D            |                    | 4,502.00       |           | 4,502.00       | 1,500.48       | 375.12       | 33.329  | 3,001.52       |
| 130-5175-30-01        | Liability (TML) Workers' Comp  |                    | 12,147.00      |           | 12,147.00      | 6,347.66       | 3,086.91     | 52.257  | 5,799.34       |
| 130-5180-30-01        | TMRS Expense                   |                    | 111,204.00     |           | 111,204.00     | 46,795.00      | 15,402.53    | 42.08   | 64,409.00      |
| 130-5185-30-01        | Long/Short Term Disability     |                    | 1,534.00       |           | 1,534.00       | 473.88         | 121.99       | 30.892  | 1,060.12       |
| 130-5186-30-01        | WELLE-Wellness Prog Reimb Empl |                    | 3,000.00       |           | 3,000.00       | 1,072.02       | 328.32       | 35.734  | 1,927.98       |
|                       | Subtotal object - 05           |                    | 1,308,204.00   | 18,070.00 | 1,326,274.00   | 484,981.95     | 165,765.73   | 36.567  | 841,292.05     |
| 130-5410-30-01        | Professional Services          |                    |                |           |                | 48.03          | 48.03        | 0       | (48.03)        |
|                       | Subtotal object - 05           |                    |                |           |                | 48.03          | 48.03        | 0       | (48.03)        |
| Program number: 1     | OPERATIONS                     |                    | 1,308,204.00   | 18,070.00 | 1,326,274.00   | 485,029.98     | 165,813.76   | 36.571  | 841,244.02     |
| Department number: 30 | FIRE                           |                    | 1,308,204.00   | 18,070.00 | 1,326,274.00   | 485,029.98     | 165,813.76   | 36.571  | 841,244.02     |
|                       | Expense                        | Subtotal - - - - - | 1,308,204.00   | 18,070.00 | 1,326,274.00   | 485,029.98     | 165,813.76   | 36.571  | 841,244.02     |
| Fund number: 130      | FIRE SPD                       |                    | (35,000.00)    | 18,070.00 | (16,930.00)    | 12,152.16      | 57,163.25    | -71.779 | (29,082.16)    |
| 150-4015-10-00        | Water Impact Fees              |                    | (100,000.00)   |           | (100,000.00)   | (267,302.00)   | (36,678.00)  | 267.302 | 167,302.00     |
| 150-4020-10-00        | Wastewater Impact Fees         |                    | (50,000.00)    |           | (50,000.00)    | (180,412.00)   | (27,090.00)  | 360.824 | 130,412.00     |
| 150-4040-10-00        | East Thoroughfare Impact Fees  |                    | (200,000.00)   |           | (200,000.00)   | (1,060,797.45) | (337,075.20) | 530.399 | 860,797.45     |
|                       | Subtotal object - 04           |                    | (350,000.00)   |           | (350,000.00)   | (1,508,511.45) | (400,843.20) | 431.003 | 1,158,511.45   |
| 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)   | (174,526.34)   | (45,730.26)  | 35.231  | (320,845.66)   |
| 150-4121-10-00        | Sales Taxes (PEDC)             |                    | (415,259.00)   |           | (415,259.00)   | (146,165.80)   | (38,299.09)  | 35.199  | (269,093.20)   |
|                       | Subtotal object - 04           |                    | (1,409,215.00) |           | (1,409,215.00) | (320,692.14)   | (84,029.35)  | 22.757  | (1,088,522.86) |
| 150-4610-10-00        | Interest Income                |                    | (7,500.00)     |           | (7,500.00)     | (12,186.79)    | (3,841.27)   | 162.491 | 4,686.79       |
|                       | Subtotal object - 04           |                    | (7,500.00)     |           | (7,500.00)     | (12,186.79)    | (3,841.27)   | 162.491 | 4,686.79       |
| Program number:       | DEFAULT PROGRAM                |                    | (1,766,715.00) |           | (1,766,715.00) | (1,841,390.38) | (488,713.82) | 104.227 | 74,675.38      |
| Department number: 10 | ADMINISTRATION                 |                    | (1,766,715.00) |           | (1,766,715.00) | (1,841,390.38) | (488,713.82) | 104.227 | 74,675.38      |
|                       | Revenue                        | Subtotal - - - - - | (1,766,715.00) |           | (1,766,715.00) | (1,841,390.38) | (488,713.82) | 104.227 | 74,675.38      |
| 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            |                    |                |           |                | (1,841,390.38) | (488,713.82) | 0       | 1,841,390.38   |
| 160-4041-10-00        | W Thoro Impact Fee             |                    | (325,500.00)   |           | (325,500.00)   |                |              | 0       | (325,500.00)   |
|                       | Subtotal object - 04           |                    | (325,500.00)   |           | (325,500.00)   |                |              | 0       | (325,500.00)   |
| 160-4110-10-00        | Property Taxes (Town)          |                    | (12,633.00)    |           | (12,633.00)    |                |              | 0       | (12,633.00)    |
| 160-4111-10-00        | Property Taxes (County)        |                    | (3,616.00)     |           | (3,616.00)     |                |              | 0       | (3,616.00)     |
| 160-4120-10-00        | Sales Taxes (Town)             |                    | (150.00)       |           | (150.00)       | (4.69)         | (0.78)       | 3.127   | (145.31)       |



|                       |                                |                 |                 |                |                |        |                 |
|-----------------------|--------------------------------|-----------------|-----------------|----------------|----------------|--------|-----------------|
| 160-4121-10-00        | Sales Taxes (PEDC)             | (150.00)        | (150.00)        | (4.69)         | (0.78)         | 3.127  | (145.31)        |
|                       | Subtotal object - 04           | (16,549.00)     | (16,549.00)     | (9.38)         | (1.56)         | 0.057  | (16,539.62)     |
| 160-4610-10-00        | Interest Income                | (500.00)        | (500.00)        | (240.41)       | (55.46)        | 48.082 | (259.59)        |
|                       | Subtotal object - 04           | (500.00)        | (500.00)        | (240.41)       | (55.46)        | 48.082 | (259.59)        |
| Program number:       | DEFAULT PROGRAM                | (342,549.00)    | (342,549.00)    | (249.79)       | (57.02)        | 0.073  | (342,299.21)    |
| Department number: 10 | ADMINISTRATION                 | (342,549.00)    | (342,549.00)    | (249.79)       | (57.02)        | 0.073  | (342,299.21)    |
|                       | Revenue Subtotal - - - - -     | (342,549.00)    | (342,549.00)    | (249.79)       | (57.02)        | 0.073  | (342,299.21)    |
| 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   |                 |                 | (249.79)       | (57.02)        | 0      | 249.79          |
| 200-4000-10-08        | W/S Service Initiation         | (82,400.00)     | (82,400.00)     | (31,060.00)    | (8,385.00)     | 37.694 | (51,340.00)     |
| 200-4007-10-08        | Sanitation                     | (1,377,830.00)  | (1,377,830.00)  | (435,688.98)   | (110,320.72)   | 31.621 | (942,141.02)    |
| 200-4009-10-08        | Late Fee-W/S                   | (112,200.00)    | (112,200.00)    | (34,681.57)    | (10,835.16)    | 30.91  | (77,518.43)     |
|                       | Subtotal object - 04           | (1,572,430.00)  | (1,572,430.00)  | (501,430.55)   | (129,540.88)   | 31.889 | (1,070,999.45)  |
| Program number: 8     | UTILITY BILLING                | (1,572,430.00)  | (1,572,430.00)  | (501,430.55)   | (129,540.88)   | 31.889 | (1,070,999.45)  |
| 200-4200-10-99        | T-Mobile Fees                  | (39,795.00)     | (39,795.00)     | (24,800.24)    | (6,200.06)     | 62.32  | (14,994.76)     |
| 200-4201-10-99        | Tierone Converged Network      | (22,777.00)     | (22,777.00)     | (7,592.00)     | (1,898.00)     | 33.332 | (15,185.00)     |
| 200-4205-10-99        | Rise Broadband                 | (27,376.00)     | (27,376.00)     | (4,957.56)     | (1,239.39)     | 18.109 | (22,418.44)     |
| 200-4206-10-99        | Verizon Antennae Lease         | (66,805.00)     | (66,805.00)     | (43,735.00)    | (2,883.75)     | 65.467 | (23,070.00)     |
|                       | Subtotal object - 04           | (156,753.00)    | (156,753.00)    | (81,084.80)    | (12,221.20)    | 51.728 | (75,668.20)     |
| 200-4930-10-99        | Insurance Proceeds             |                 |                 | (4,641.48)     | (266.62)       | 0      | 4,641.48        |
|                       | Subtotal object - 04           |                 |                 | (4,641.48)     | (266.62)       | 0      | 4,641.48        |
| Program number: 99    | NON-DEPARTMENTAL               | (156,753.00)    | (156,753.00)    | (85,726.28)    | (12,487.82)    | 54.689 | (71,026.72)     |
| Department number: 10 | ADMINISTRATION                 | (1,729,183.00)  | (1,729,183.00)  | (587,156.83)   | (142,028.70)   | 33.956 | (1,142,026.17)  |
| 200-4005-50-02        | Water Revenue                  | (12,823,413.00) | (12,823,413.00) | (3,625,804.48) | (558,535.33)   | 28.275 | (9,197,608.52)  |
| 200-4010-50-02        | Connection Tap & Construction  | (800,000.00)    | (800,000.00)    | (284,764.00)   | (68,025.00)    | 35.596 | (515,236.00)    |
| 200-4012-50-02        | Saturday Inspection Fee        | (2,500.00)      | (2,500.00)      | (3,450.00)     | (900.00)       | 138    | 950.00          |
| 200-4018-50-02        | Internet Cr. Card Fees         |                 |                 | (33,983.27)    | (7,436.07)     | 0      | 33,983.27       |
| 200-4019-50-02        | Cr. Card Pmt Fees              |                 |                 | (10,659.52)    | (1,955.76)     | 0      | 10,659.52       |
| 200-4060-50-02        | NSF Fees                       | (1,675.00)      | (1,675.00)      | (700.00)       | (225.00)       | 41.791 | (975.00)        |
|                       | Subtotal object - 04           | (13,627,588.00) | (13,627,588.00) | (3,959,361.27) | (637,077.16)   | 29.054 | (9,668,226.73)  |
| 200-4243-50-02        | Backflow Prevention Inspection | (51,758.00)     | (51,758.00)     | (14,500.00)    | (3,875.00)     | 28.015 | (37,258.00)     |
|                       | Subtotal object - 04           | (51,758.00)     | (51,758.00)     | (14,500.00)    | (3,875.00)     | 28.015 | (37,258.00)     |
| 200-4610-50-02        | Interest Income                | (142,024.00)    | (142,024.00)    | (68,972.84)    | (16,419.05)    | 48.564 | (73,051.16)     |
|                       | Subtotal object - 04           | (142,024.00)    | (142,024.00)    | (68,972.84)    | (16,419.05)    | 48.564 | (73,051.16)     |
| 200-4910-50-02        | Other Revenue                  | (2,351,275.00)  | (2,351,275.00)  | (55,211.40)    | (9,256.03)     | 2.348  | (2,296,063.60)  |
|                       | Subtotal object - 04           | (2,351,275.00)  | (2,351,275.00)  | (55,211.40)    | (9,256.03)     | 2.348  | (2,296,063.60)  |
| Program number: 2     | WATER                          | (16,172,645.00) | (16,172,645.00) | (4,098,045.51) | (666,627.24)   | 25.339 | (12,074,599.49) |
| 200-4006-50-03        | Sewer                          | (6,751,798.00)  | (6,751,798.00)  | (2,292,215.96) | (554,523.41)   | 33.95  | (4,459,582.04)  |
| 200-4010-50-03        | Connection Tap & Construction  | (300,000.00)    | (300,000.00)    | (130,200.00)   | (30,600.00)    | 43.4   | (169,800.00)    |
|                       | Subtotal object - 04           | (7,051,798.00)  | (7,051,798.00)  | (2,422,415.96) | (585,123.41)   | 34.352 | (4,629,382.04)  |
| Program number: 3     | WASTEWATER                     | (7,051,798.00)  | (7,051,798.00)  | (2,422,415.96) | (585,123.41)   | 34.352 | (4,629,382.04)  |
| Department number: 50 | PUBLIC WORKS                   | (23,224,443.00) | (23,224,443.00) | (6,520,461.47) | (1,251,750.65) | 28.076 | (16,703,981.53) |
|                       | Revenue Subtotal - - - - -     | (24,953,626.00) | (24,953,626.00) | (7,107,618.30) | (1,393,779.35) | 28.483 | (17,846,007.70) |
| 200-5110-10-08        | Salaries & Wages               | 196,018.00      | 199,345.83      | 66,475.07      | 22,146.07      | 33.347 | 132,870.76      |
| 200-5115-10-08        | Salaries - Overtime            | 3,500.00        | 3,500.00        | 538.72         | 249.76         | 15.392 | 2,961.28        |
| 200-5140-10-08        | Salaries - Longevity Pay       | 1,550.00        | 1,550.00        | 765.00         |                | 49.355 | 785.00          |
| 200-5145-10-08        | Social Security Expense        | 12,467.00       | 12,467.00       | 4,059.43       | 1,353.98       | 32.561 | 8,407.57        |
| 200-5150-10-08        | Medicare Expense               | 2,916.00        | 2,916.00        | 949.38         | 316.66         | 32.558 | 1,966.62        |
| 200-5155-10-08        | SUTA Expense                   | 648.00          | 648.00          | 24.20          | 22.51          | 3.735  | 623.80          |
| 200-5160-10-08        | Health Insurance               | 28,078.00       | 28,078.00       | 11,285.40      | 4,506.60       | 40.193 | 16,792.60       |
| 200-5165-10-08        | Dental Insurance               | 1,712.00        | 1,712.00        | 560.52         | 138.66         | 32.741 | 1,151.48        |
| 200-5170-10-08        | Life Insurance/AD&D            | 451.00          | 451.00          | 150.00         | 37.50          | 33.259 | 301.00          |

|                   |                               |              |             |              |            |            |         |         |              |
|-------------------|-------------------------------|--------------|-------------|--------------|------------|------------|---------|---------|--------------|
| 200-5175-10-08    | Liability (TML)/Workers' Comp | 376.00       |             | 376.00       | 147.20     | 60.59      |         | 39.149  | 228.80       |
| 200-5180-10-08    | TMRS Expense                  | 26,771.00    |             | 26,771.00    | 9,230.09   | 3,044.47   |         | 34.478  | 17,540.91    |
| 200-5185-10-08    | Long/Short Term Disability    | 373.00       |             | 373.00       | 110.90     | 27.90      |         | 29.732  | 262.10       |
| 200-5186-10-08    | WELLE-Wellness Prog Reimb-Emp | 1,200.00     |             | 1,200.00     | 356.64     | 89.16      |         | 29.72   | 843.36       |
|                   | Subtotal object - 05          | 276,060.00   | 3,327.83    | 279,387.83   | 94,652.55  | 31,993.86  |         | 33.879  | 184,735.28   |
| 200-5210-10-08    | Office Supplies               | 2,562.00     |             | 2,562.00     | 1,482.55   | 233.03     |         | 57.867  | 1,079.45     |
| 200-5220-10-08    | Office Equipment              | 2,324.00     |             | 2,324.00     | 1,926.00   |            | 276     | 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    | 13,792.08  | 4,679.57   |         | 31.346  | 30,207.92    |
| 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    | 17,253.07  | 4,912.60   | 276     | 32      | 36,386.93    |
| 200-5330-10-08    | Copier Expense                | 3,276.00     |             | 3,276.00     | 201.62     |            |         | 6.154   | 3,074.38     |
|                   | Subtotal object - 05          | 3,276.00     |             | 3,276.00     | 201.62     |            |         | 6.154   | 3,074.38     |
| 200-5400-10-08    | Uniform Expense               | 225.00       |             | 225.00       | 210.53     |            |         | 93.569  | 14.47        |
| 200-5418-10-08    | IT Fees                       | 8,000.00     |             | 8,000.00     | 5,283.50   |            |         | 66.044  | 2,716.50     |
| 200-5419-10-08    | IT Licenses                   | 10,300.00    |             | 10,300.00    |            |            | 16400   | 0       | (6,100.00)   |
| 200-5430-10-08    | Legal Fees                    | 2,500.00     |             | 2,500.00     | 76.00      |            |         | 3.04    | 2,424.00     |
| 200-5470-10-08    | Trash Collection              | 1,375,000.00 |             | 1,375,000.00 | 304,963.90 | 101,210.79 |         | 22.179  | 1,070,036.10 |
| 200-5475-10-08    | CREDIT CARD FEES              | 126,000.00   |             | 126,000.00   | 52,193.99  | 11,124.06  |         | 41.424  | 73,806.01    |
| 200-5479-10-08    | Household Haz. Waste Disposal | 7,800.00     |             | 7,800.00     | 1,225.00   | 300.00     |         | 15.705  | 6,575.00     |
| 200-5480-10-08    | Contracted Services           | 33,963.00    |             | 33,963.00    | 2,272.64   | 1,365.90   | 38500   | 6.692   | (6,809.64)   |
|                   | Subtotal object - 05          | 1,563,788.00 |             | 1,563,788.00 | 366,225.56 | 114,000.75 | 54900   | 23.419  | 1,142,662.44 |
| 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     | 479.32     | 119.83     |         | 33.332  | 958.68       |
| 200-7147-10-08    | Transfer to GF                | 43,494.00    |             | 43,494.00    | 14,498.00  | 3,624.50   |         | 33.333  | 28,996.00    |
|                   | Subtotal object - 07          | 44,932.00    |             | 44,932.00    | 14,977.32  | 3,744.33   |         | 33.333  | 29,954.68    |
| Program number: 8 | UTILITY BILLING               | 1,946,422.00 | 3,327.83    | 1,949,749.83 | 493,310.12 | 154,651.54 | 55176   | 25.301  | 1,401,263.71 |
| 200-5110-10-99    | Salaries & Wages              | (36,777.00)  | (19,903.00) | (56,680.00)  |            |            |         | 0       | (56,680.00)  |
| 200-5176-10-99    | TML-Prop & Liab Insurance     | 60,000.00    |             | 60,000.00    | 76,033.79  |            |         | 126.723 | (16,033.79)  |
|                   | Subtotal object - 05          | 23,223.00    | (19,903.00) | 3,320.00     | 76,033.79  |            |         |         | (72,713.79)  |
| 200-5295-10-99    | General Fund Franchise Fee    | 339,271.00   |             | 339,271.00   | 113,090.32 | 28,272.58  |         | 33.333  | 226,180.68   |
|                   | Subtotal object - 05          | 339,271.00   |             | 339,271.00   | 113,090.32 | 28,272.58  |         | 33.333  | 226,180.68   |
| 200-5410-10-99    | Professional Services         | 25,000.00    |             | 25,000.00    |            |            | 24880   | 0       | 120.00       |
| 200-5415-10-99    | Tuition Reimbursement         | 7,233.00     |             | 7,233.00     | 860.48     | 443.59     |         | 11.897  | 6,372.52     |
| 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    | 860.48     | 443.59     | 24880   | 2.262   | 12,292.52    |
| 200-5930-10-99    | Damage Claims Expense         |              |             |              | 8,941.92   | 3,729.59   |         | 0       | (8,941.92)   |
|                   | Subtotal object - 05          |              |             |              | 8,941.92   | 3,729.59   |         | 0       | (8,941.92)   |
| 200-6186-10-99    | 2013 Bond Payment             | 225,000.00   |             | 225,000.00   |            |            | 225000  | 0       |              |
| 200-6193-10-99    | 2012 CO Bond Payment          | 298,800.00   |             | 298,800.00   |            |            | 298800  | 0       |              |
|                   | Subtotal object - 06          | 523,800.00   |             | 523,800.00   |            |            | 523800  | 0       |              |
| 200-6201-10-99    | 2014 GO Bond Payment          | 385,000.00   |             | 385,000.00   |            |            | 385000  | 0       |              |
| 200-6202-10-99    | 2014 CO Bond Payment          | 505,000.00   |             | 505,000.00   |            |            | 505000  | 0       |              |
| 200-6203-10-99    | 2015 GO Debt payment          | 324,900.00   |             | 324,900.00   |            |            | 324900  | 0       |              |
| 200-6205-10-99    | 2016 GO Bond Payment          | 68,500.00    |             | 68,500.00    |            |            | 68500   | 0       |              |
| 200-6209-10-99    | 2018 GO Bond Payment          | 330,000.00   |             | 330,000.00   |            |            | 330000  | 0       |              |
| 200-6211-10-99    | 2019 CO Debt Payment          | 327,247.00   |             | 327,247.00   |            |            | 327247  | 0       |              |
| 200-6299-10-99    | Bond Interest Expense         | 1,465,790.00 |             | 1,465,790.00 |            |            | 1465790 | 0       |              |
|                   | Subtotal object - 06          | 3,406,437.00 |             | 3,406,437.00 |            |            | 3406437 | 0       |              |

|                       |                               |              |             |              |              |            |           |         |              |
|-----------------------|-------------------------------|--------------|-------------|--------------|--------------|------------|-----------|---------|--------------|
| 200-7000-10-99        | Contingency                   | 50,000.00    |             | 50,000.00    |              |            | 19312.5   | 0       | 30,687.50    |
|                       | Subtotal object - 07          | 50,000.00    |             | 50,000.00    |              |            | 19312.5   | 0       | 30,687.50    |
| Program number: 99    | NON-DEPARTMENTAL              | 4,380,764.00 | (19,903.00) | 4,360,861.00 | 198,926.51   | 32,445.76  | 3974429.5 | 4.562   | 187,504.99   |
| Department number: 10 | ADMINISTRATION                | 6,327,186.00 | (16,575.17) | 6,310,610.83 | 692,236.63   | 187,097.30 | 4029605.5 | 10.969  | 1,588,768.70 |
| 200-5110-50-02        | Salaries & Wages              | 1,186,709.00 | 29,787.39   | 1,216,496.39 | 412,080.59   | 141,002.26 |           | 33.874  | 804,415.80   |
| 200-5115-50-02        | Salaries - Overtime           | 38,400.00    |             | 38,400.00    | 25,110.70    | 8,576.07   |           | 65.392  | 13,289.30    |
| 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     |            |           | 94.551  | 270.00       |
| 200-5145-50-02        | Social Security Expense       | 76,377.00    |             | 76,377.00    | 26,198.28    | 8,984.03   |           | 34.301  | 50,178.72    |
| 200-5150-50-02        | Medicare Expense              | 17,863.00    |             | 17,863.00    | 6,186.26     | 2,101.10   |           | 34.632  | 11,676.74    |
| 200-5155-50-02        | SUTA Expense                  | 4,050.00     |             | 4,050.00     | 150.32       | 140.51     |           | 3.712   | 3,899.68     |
| 200-5160-50-02        | Health Insurance              | 183,134.00   |             | 183,134.00   | 62,718.58    | 29,744.21  |           | 34.247  | 120,415.42   |
| 200-5165-50-02        | Dental Insurance              | 7,981.00     |             | 7,981.00     | 2,574.38     | 814.75     |           | 32.256  | 5,406.62     |
| 200-5170-50-02        | Life Insurance/AD&D           | 2,432.00     |             | 2,432.00     | 842.84       | 217.24     |           | 34.656  | 1,589.16     |
| 200-5175-50-02        | Liability (TML)/Workers' Comp | 25,487.00    |             | 25,487.00    | 10,442.54    | 4,463.42   |           | 40.972  | 15,044.46    |
| 200-5180-50-02        | TMRS Expense                  | 166,921.00   |             | 166,921.00   | 60,056.33    | 20,302.68  |           | 35.979  | 106,864.67   |
| 200-5185-50-02        | Long/Short Term Disability    | 2,255.00     |             | 2,255.00     | 676.57       | 173.13     |           | 30.003  | 1,578.43     |
| 200-5186-50-02        | WELLE-Wellness Prog Reimb-Emp | 7,650.00     |             | 7,650.00     | 1,454.54     | 367.48     |           | 19.014  | 6,195.46     |
|                       | Subtotal object - 05          | 1,726,036.00 | 29,787.39   | 1,755,823.39 | 613,176.93   | 216,886.88 |           | 34.922  | 1,142,646.46 |
| 200-5210-50-02        | Office Supplies               | 2,900.00     |             | 2,900.00     | 458.35       | 319.02     |           | 15.805  | 2,441.65     |
| 200-5212-50-02        | Building Supplies             | 3,800.00     |             | 3,800.00     | 272.28       |            |           | 7.165   | 3,527.72     |
| 200-5220-50-02        | Office Equipment              | 12,230.00    |             | 12,230.00    | 957.57       | 957.57     | 6270.09   | 7.83    | 5,002.34     |
| 200-5230-50-02        | Dues,Fees,& Subscriptions     | 16,500.00    |             | 16,500.00    | 25,159.45    | 664.95     |           | 152.482 | (8,659.45)   |
| 200-5240-50-02        | Postage and Delivery          | 1,000.00     |             | 1,000.00     | 72.50        | 1.50       |           | 7.25    | 927.50       |
| 200-5260-50-02        | Advertising                   |              |             |              | 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    | 26,951.06    | 1,943.04   | 6270.09   | 71.055  | 4,708.85     |
| 200-5310-50-02        | Rental Expense                | 10,000.00    |             | 10,000.00    | 6,611.43     | 5,083.63   |           | 66.114  | 3,388.57     |
| 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       |            |           | 9.595   | 1,536.89     |
| 200-5340-50-02        | Building Repairs              | 35,000.00    |             | 35,000.00    | 523.62       | 523.62     |           | 1.496   | 34,476.38    |
| 200-5350-50-02        | Vehicle Expense               | 23,629.00    |             | 23,629.00    | 9,446.27     | 3,398.55   |           | 39.977  | 14,182.73    |
| 200-5351-50-02        | Equipment Expense/Repair      | 11,700.00    |             | 11,700.00    | 3,607.26     | 418.27     |           | 30.831  | 8,092.74     |
| 200-5352-50-02        | Fuel                          | 24,300.00    |             | 24,300.00    | 9,432.13     | 2,042.08   |           | 38.815  | 14,867.87    |
| 200-5353-50-02        | Oil/Grease/Inspections        | 1,380.00     |             | 1,380.00     | 25.50        |            |           | 1.848   | 1,354.50     |
|                       | Subtotal object - 05          | 111,309.00   |             | 111,309.00   | 29,809.32    | 11,466.15  |           | 26.781  | 81,499.68    |
| 200-5400-50-02        | Uniform Expense               | 17,750.00    |             | 17,750.00    | 5,355.94     | 1,072.68   |           | 30.174  | 12,394.06    |
| 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    | 25,000.00    |            | 22500     | 60.621  | (6,260.00)   |
| 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   | 43,030.14    | 6,598.96   | 10950     | 20.931  | 151,597.86   |
|                       | Subtotal object - 05          | 271,068.00   |             | 271,068.00   | 73,386.08    | 7,671.64   | 33450     | 27.073  | 164,231.92   |
| 200-5520-50-02        | Telephones                    | 10,160.00    |             | 10,160.00    | 3,008.77     |            |           | 29.614  | 7,151.23     |
| 200-5523-50-02        | Water/Sewer Charges           | 6,000.00     |             | 6,000.00     | 3,377.42     | 262.07     |           | 56.29   | 2,622.58     |
| 200-5524-50-02        | Gas                           | 2,000.00     |             | 2,000.00     | 60.00        | 60.00      |           | 3       | 1,940.00     |
| 200-5525-50-02        | Electricity                   | 309,000.00   |             | 309,000.00   | 86,853.39    | 18,808.05  |           | 28.108  | 222,146.61   |
| 200-5526-50-02        | Data Network                  | 4,000.00     |             | 4,000.00     | 1,667.68     | 100.00     |           | 41.692  | 2,332.32     |
| 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    | 6,634.96     | 3,429.96   |           | 29.887  | 15,565.04    |
| 200-5540-50-02        | Water Testing                 | 13,225.00    |             | 13,225.00    | 2,408.29     | 423.89     |           | 18.21   | 10,816.71    |
| 200-5545-50-02        | Meter Purchases               | 422,900.00   |             | 422,900.00   | 18,364.72    | 5,546.30   | 201018.5  | 4.343   | 203,516.78   |
| 200-5550-50-02        | Water Purchases               | 5,690,642.00 |             | 5,690,642.00 | 1,301,560.24 |            |           | 22.872  | 4,389,081.76 |
|                       | Subtotal object - 05          | 6,482,527.00 |             | 6,482,527.00 | 1,423,935.47 | 28,630.27  | 201018.5  | 21.966  | 4,857,573.03 |
| 200-5600-50-02        | Special Events                | 8,000.00     |             | 8,000.00     | 769.26       | 15.54      |           | 9.616   | 7,230.74     |
| 200-5620-50-02        | Tools & Equipment             | 14,000.00    |             | 14,000.00    | 4,333.11     | 3,039.53   |           | 30.951  | 9,666.89     |

|                   |                               |              |             |              |              |            |           |         |              |
|-------------------|-------------------------------|--------------|-------------|--------------|--------------|------------|-----------|---------|--------------|
| 200-5630-50-02    | Safety Equipment              | 12,500.00    |             | 12,500.00    | 939.63       | 41.94      |           | 7.517   | 11,560.37    |
| 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     | 1,713.11     | 18.96      |           | 24.473  | 5,286.89     |
| 200-5660-50-02    | Chemical Supplies             | 17,800.00    |             | 17,800.00    | 4,472.30     | 66.09      |           | 25.125  | 13,327.70    |
| 200-5670-50-02    | System Improvements           | 206,000.00   | (32,126.75) | 173,873.25   | 39,754.33    | 6,518.32   |           | 22.864  | 134,118.92   |
|                   | Subtotal object - 05          | 266,300.00   | (32,126.75) | 234,173.25   | 51,981.74    | 9,700.38   |           | 22.198  | 182,191.51   |
| 200-6110-50-02    | Capital Expenditure           |              | 32,126.75   | 32,126.75    | 11,505.59    |            | 32126.75  | 35.813  | (11,505.59)  |
| 200-6160-50-02    | Capital Expense-Vehicles      | 81,736.00    |             | 81,736.00    |              |            | 82998.45  | 0       | (1,262.45)   |
|                   | Subtotal object - 06          | 81,736.00    | 32,126.75   | 113,862.75   | 11,505.59    |            | 115125.2  | 10.105  | (12,768.04)  |
| 200-7145-50-02    | Transfer to VERF              | 225,192.00   |             | 225,192.00   | 75,064.00    | 18,766.00  |           | 33.333  | 150,128.00   |
| 200-7147-50-02    | Transfer to GF                | 640,504.00   |             | 640,504.00   | 213,501.32   | 53,375.33  |           | 33.333  | 427,002.68   |
|                   | Subtotal object - 07          | 865,696.00   |             | 865,696.00   | 288,565.32   | 72,141.33  |           | 33.333  | 577,130.68   |
| Program number: 2 | WATER                         | 9,842,602.00 | 29,787.39   | 9,872,389.39 | 2,519,311.51 | 348,439.69 | 355863.79 | 25.519  | 6,997,214.09 |
| 200-5110-50-03    | Salaries & Wages              | 557,709.00   | 18,925.61   | 576,634.61   | 145,139.85   | 49,980.45  |           | 25.17   | 431,494.76   |
| 200-5115-50-03    | Salaries - Overtime           | 25,700.00    |             | 25,700.00    | 11,696.66    | 2,891.39   |           | 45.512  | 14,003.34    |
| 200-5126-50-03    | Salaries-Vacation Buy-Out     | 2,210.00     |             | 2,210.00     | 1,160.00     |            |           | 52.489  | 1,050.00     |
| 200-5140-50-03    | Salaries - Longevity Pay      | 1,990.00     |             | 1,990.00     | 1,825.00     |            |           | 91.709  | 165.00       |
| 200-5145-50-03    | Social Security Expense       | 36,432.00    |             | 36,432.00    | 9,257.11     | 3,101.67   |           | 25.409  | 27,174.89    |
| 200-5150-50-03    | Medicare Expense              | 8,520.00     |             | 8,520.00     | 2,164.97     | 725.38     |           | 25.41   | 6,355.03     |
| 200-5155-50-03    | SUTA Expense                  | 2,268.00     |             | 2,268.00     | 53.04        | 53.04      |           | 2.339   | 2,214.96     |
| 200-5160-50-03    | Health Insurance              | 136,252.00   |             | 136,252.00   | 39,040.64    | 16,748.67  |           | 28.653  | 97,211.36    |
| 200-5165-50-03    | Dental Insurance              | 5,041.00     |             | 5,041.00     | 1,249.16     | 328.11     |           | 24.78   | 3,791.84     |
| 200-5170-50-03    | Life Insurance/AD&D           | 1,423.00     |             | 1,423.00     | 359.11       | 93.80      |           | 25.236  | 1,063.89     |
| 200-5175-50-03    | Liability (TML)/Workers' Comp | 11,208.00    |             | 11,208.00    | 3,952.25     | 1,484.47   |           | 35.263  | 7,255.75     |
| 200-5180-50-03    | TMRS Expense                  | 79,621.00    |             | 79,621.00    | 21,725.94    | 7,177.68   |           | 27.287  | 57,895.06    |
| 200-5185-50-03    | Long/Short Term Disability    | 1,060.00     |             | 1,060.00     | 231.72       | 61.38      |           | 21.86   | 828.28       |
| 200-5186-50-03    | WELLE-Wellness Prog Reimb-Emp | 3,300.00     |             | 3,300.00     | 556.64       | 139.16     |           | 16.868  | 2,743.36     |
|                   | Subtotal object - 05          | 872,734.00   | 18,925.61   | 891,659.61   | 238,412.09   | 82,785.20  |           | 26.738  | 653,247.52   |
| 200-5210-50-03    | Office Supplies               | 2,300.00     |             | 2,300.00     | 606.69       | 335.63     |           | 26.378  | 1,693.31     |
| 200-5212-50-03    | Building Supplies             | 600.00       |             | 600.00       | 1,073.81     | 183.99     |           | 178.968 | (473.81)     |
| 200-5220-50-03    | Office Equipment              | 500.00       |             | 500.00       | 89.95        | 89.95      |           | 17.99   | 410.05       |
| 200-5230-50-03    | Dues,Fees,& Subscriptions     | 19,800.00    |             | 19,800.00    | 908.50       | 124.50     |           | 4.588   | 18,891.50    |
| 200-5240-50-03    | Postage and Delivery          | 900.00       |             | 900.00       | 1.00         |            |           | 0.111   | 899.00       |
| 200-5280-50-03    | Printing and Reproduction     |              |             |              | 50.00        | 50.00      |           | 0       | (50.00)      |
|                   | Subtotal object - 05          | 24,100.00    |             | 24,100.00    | 2,729.95     | 784.07     |           | 11.328  | 21,370.05    |
| 200-5310-50-03    | Rental Expense                | 12,000.00    |             | 12,000.00    | 9,770.03     | 833.58     |           | 81.417  | 2,229.97     |
| 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     | 614.89       | 372.67     |           | 61.489  | 385.11       |
| 200-5350-50-03    | Vehicle Expense               | 16,000.00    |             | 16,000.00    | 3,704.38     | 1,318.50   |           | 23.152  | 12,295.62    |
| 200-5351-50-03    | Equipment Expense/Repair      | 3,000.00     |             | 3,000.00     | 4,575.58     | 335.20     |           | 152.519 | (1,575.58)   |
| 200-5352-50-03    | Fuel                          | 16,200.00    |             | 16,200.00    | 4,364.35     | 956.52     |           | 26.94   | 11,835.65    |
| 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    | 23,029.23    | 3,816.47   |           | 46.169  | 26,850.77    |
| 200-5400-50-03    | Uniform Expense               | 11,900.00    |             | 11,900.00    | 2,172.69     | 420.95     |           | 18.258  | 9,727.31     |
| 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   | 2,453.34     | 2,405.34   |           | 2.296   | 104,417.00   |
|                   | Subtotal object - 05          | 129,965.00   | 2,405.34    | 132,370.34   | 4,626.03     | 2,826.29   |           | 3.495   | 127,744.31   |
| 200-5520-50-03    | Telephones                    | 3,850.00     |             | 3,850.00     | 1,047.36     |            |           | 27.204  | 2,802.64     |
| 200-5523-50-03    | Water/Sewer Charges           | 550.00       |             | 550.00       | 205.24       | 54.39      |           | 37.316  | 344.76       |
| 200-5524-50-03    | Gas                           | 600.00       |             | 600.00       | 313.50       |            |           | 52.25   | 286.50       |
| 200-5525-50-03    | Electricity                   | 45,000.00    |             | 45,000.00    | 9,279.19     | 3,160.21   |           | 20.62   | 35,720.81    |
| 200-5526-50-03    | Data Network                  | 900.00       |             | 900.00       | 113.97       |            |           | 12.663  | 786.03       |
| 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    | 4,635.00     | 290.00     |           | 42.917  | 6,165.00     |

|                   |                                |              |                |              |              |            |           |         |              |
|-------------------|--------------------------------|--------------|----------------|--------------|--------------|------------|-----------|---------|--------------|
| 200-5560-50-03    | Sewer Management Fees          | 3,441,392.00 |                | 3,441,392.00 | 1,080,377.75 | 247,169.67 |           | 31.394  | 2,361,014.25 |
|                   | Subtotal object - 05           | 3,504,292.00 |                | 3,504,292.00 | 1,095,972.01 | 250,674.27 |           | 31.275  | 2,408,319.99 |
| 200-5620-50-03    | Tools & Equipment              | 9,000.00     |                | 9,000.00     | 5,497.27     | 2,687.59   |           | 61.081  | 3,502.73     |
| 200-5630-50-03    | Safety Equipment               | 11,000.00    |                | 11,000.00    | 205.99       | 125.99     |           | 1.873   | 10,794.01    |
| 200-5650-50-03    | Maintenance Materials          | 2,000.00     |                | 2,000.00     | 1,313.61     | 156.49     |           | 65.681  | 686.39       |
| 200-5660-50-03    | Chemical Supplies              | 1,000.00     |                | 1,000.00     | 1,103.53     | 1,103.53   |           | 110.353 | (103.53)     |
| 200-5670-50-03    | System Improvements            | 145,000.00   |                | 145,000.00   | 5,473.16     | 1,038.67   |           | 3.775   | 139,526.84   |
| 200-5680-50-03    | Lift Station Expense           | 20,000.00    |                | 20,000.00    | 18,270.06    | 10,592.10  |           | 91.35   | 1,729.94     |
|                   | Subtotal object - 05           | 188,000.00   |                | 188,000.00   | 31,863.62    | 15,704.37  |           | 16.949  | 156,136.38   |
| 200-6140-50-03    | Capital Expense-Equipment      | 103,000.00   | 4,810.66       | 107,810.66   | 82,685.62    | 45,581.62  | 7717      | 76.695  | 17,408.04    |
| 200-6160-50-03    | Capital Expense-Vehicles       | 200,000.00   |                | 200,000.00   |              |            | 199752.24 | 0       | 247.76       |
|                   | Subtotal object - 06           | 303,000.00   | 4,810.66       | 307,810.66   | 82,685.62    | 45,581.62  | 207469.24 | 26.862  | 17,655.80    |
| 200-7145-50-03    | Transfer to VEF                | 85,599.00    |                | 85,599.00    | 28,533.00    | 7,133.25   |           | 33.333  | 57,066.00    |
| 200-7147-50-03    | Transfer to GF                 | 208,917.00   |                | 208,917.00   | 69,639.00    | 17,409.75  |           | 33.333  | 139,278.00   |
|                   | Subtotal object - 07           | 294,516.00   |                | 294,516.00   | 98,172.00    | 24,543.00  |           | 33.333  | 196,344.00   |
| Program number: 3 | WASTEWATER                     | 5,366,487.00 | 26,141.61      | 5,392,628.61 | 1,577,490.55 | 426,715.29 | 207469.24 | 29.253  | 3,607,668.82 |
| 200-5110-50-98    | Salaries & Wages               | 214,858.00   | 9,192.17       | 224,050.17   | 61,799.29    | 23,147.61  |           | 27.583  | 162,250.88   |
| 200-5115-50-98    | Salaries - Overtime            |              |                |              | 5,592.11     | 1,495.94   |           | 0       | (5,592.11)   |
| 200-5126-50-98    | Salaries-Vacation Buy-Out      | 4,311.00     |                | 4,311.00     | 1,286.00     |            |           | 29.831  | 3,025.00     |
| 200-5140-50-98    | Salaries - Longevity           | 920.00       |                | 920.00       | 915.00       |            |           | 99.457  | 5.00         |
| 200-5145-50-98    | Social Security Expense        | 13,646.00    |                | 13,646.00    | 4,030.12     | 1,445.53   |           | 29.533  | 9,615.88     |
| 200-5150-50-98    | Medicare Expense               | 3,192.00     |                | 3,192.00     | 942.52       | 338.06     |           | 29.528  | 2,249.48     |
| 200-5155-50-98    | SUTA Expense                   | 648.00       |                | 648.00       | 24.75        | 24.75      |           | 3.819   | 623.25       |
| 200-5160-50-98    | Health Insurance               | 38,936.00    |                | 38,936.00    | 11,709.59    | 4,725.70   |           | 30.074  | 27,226.41    |
| 200-5165-50-98    | Dental Insurance               | 1,339.00     |                | 1,339.00     | 390.44       | 111.54     |           | 29.159  | 948.56       |
| 200-5170-50-98    | Life Insurance/ADD             | 902.00       |                | 902.00       | 112.56       | 28.14      |           | 12.479  | 789.44       |
| 200-5175-50-98    | Liability (TML)/Workers Comp   | 7,848.00     |                | 7,848.00     | 1,077.39     | 486.91     |           | 13.728  | 6,770.61     |
| 200-5180-50-98    | TMRS Expense                   | 29,822.00    |                | 29,822.00    | 9,482.68     | 3,350.28   |           | 31.798  | 20,339.32    |
| 200-5185-50-98    | Long/Short Term Disability     | 409.00       |                | 409.00       | 98.68        | 25.26      |           | 24.127  | 310.32       |
| 200-5186-50-98    | WELLE-Wellness Prog Reimb Empl | 1,800.00     |                | 1,800.00     | 408.74       | 100.00     |           | 22.708  | 1,391.26     |
|                   | Subtotal object - 05           | 318,631.00   | 9,192.17       | 327,823.17   | 97,869.87    | 35,279.72  |           | 29.854  | 229,953.30   |
| 200-5210-50-98    | Office Supplies                | 400.00       |                | 400.00       | 79.91        | 79.91      |           | 19.978  | 320.09       |
| 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     | 79.91        | 79.91      |           | 3.073   | 2,520.09     |
| 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     | 1,632.79     | 1,384.62   |           | 63.781  | 927.21       |
| 200-5352-50-98    | Fuel                           | 5,600.00     |                | 5,600.00     | 1,098.46     | 397.04     |           | 19.615  | 4,501.54     |
| 200-5353-50-98    | Oil/Grease/Inspections         | 800.00       |                | 800.00       |              |            |           | 0       | 800.00       |
|                   | Subtotal object - 05           | 9,760.00     |                | 9,760.00     | 2,731.25     | 1,781.66   |           | 27.984  | 7,028.75     |
| 200-5400-50-98    | Uniform Expense                | 5,660.00     |                | 5,660.00     | 494.93       | 494.93     |           | 8.744   | 5,165.07     |
| 200-5480-50-98    | Contracted Services            | 25,000.00    |                | 25,000.00    | 48.00        |            |           | 0.192   | 24,952.00    |
|                   | Subtotal object - 05           | 30,660.00    |                | 30,660.00    | 542.93       | 494.93     |           | 1.771   | 30,117.07    |
| 200-5520-50-98    | Telephones                     | 1,200.00     |                | 1,200.00     |              |            |           | 0       | 1,200.00     |
| 200-5526-50-98    | Data Network                   | 200.00       |                | 200.00       |              |            |           | 0       | 200.00       |
| 200-5530-50-98    | Travel                         | 1,000.00     |                | 1,000.00     |              |            |           | 0       | 1,000.00     |
| 200-5536-50-98    | Training/Seminars              | 1,600.00     |                | 1,600.00     | 94.80        | 94.80      |           | 5.925   | 1,505.20     |
|                   | Subtotal object - 05           | 4,000.00     |                | 4,000.00     | 94.80        | 94.80      |           | 2.37    | 3,905.20     |
| 200-5620-50-98    | Tools & Equipment              | 1,000.00     |                | 1,000.00     | 414.46       |            |           | 41.446  | 585.54       |
| 200-5630-50-98    | Safety Equipment               | 2,000.00     |                | 2,000.00     | 144.99       | 144.99     |           | 7.25    | 1,855.01     |
|                   | Subtotal object - 05           | 3,000.00     |                | 3,000.00     | 559.45       | 144.99     |           | 18.648  | 2,440.55     |
| 200-6610-50-98    | CONSTRUCTION                   | 3,051,275.00 | (3,051,275.00) |              |              |            |           | 0       |              |
|                   | Subtotal object - 06           | 3,051,275.00 | (3,051,275.00) |              |              |            |           | 0       |              |
| 200-7144-50-98    | Transfer to Capital Projects   |              | 3,051,275.00   | 3,051,275.00 | 3,051,275.00 |            |           | 100     |              |

|                       |                                |                |              |                |                |                |            |         |                |
|-----------------------|--------------------------------|----------------|--------------|----------------|----------------|----------------|------------|---------|----------------|
|                       | Subtotal object - 07           |                | 3,051,275.00 | 3,051,275.00   | 3,051,275.00   |                |            | 100     |                |
| Program number: 98    | CONSTRUCTION INSPECTIONS       | 3,419,926.00   | 9,192.17     | 3,429,118.17   | 3,153,153.21   | 37,876.01      |            | 91.952  | 275,964.96     |
| Department number: 50 | PUBLIC WORKS                   | 18,629,015.00  | 65,121.17    | 18,694,136.17  | 7,249,955.27   | 813,030.99     | 563333.03  | 38.782  | 10,880,847.87  |
|                       | Expense Subtotal - - - - -     | 24,956,201.00  | 48,546.00    | 25,004,747.00  | 7,942,191.90   | 1,000,128.29   | 4592938.53 | 31.763  | 12,469,616.57  |
| Fund number: 200      | WATER/SEWER                    | 2,575.00       | 48,546.00    | 51,121.00      | 834,573.60     | (393,651.06)   | 4592938.53 |         | (5,376,391.13) |
| 300-4105-10-00        | Property Taxes -Delinquent     | (185,713.00)   |              | (185,713.00)   | (121,058.37)   | (87,475.94)    |            | 65.186  | (64,654.63)    |
| 300-4110-10-00        | Property Taxes -Current        | (6,625,000.00) |              | (6,625,000.00) | (6,017,924.62) | (1,788,229.15) |            | 90.837  | (607,075.38)   |
| 300-4115-10-00        | Taxes -Penalties               | (45,000.00)    |              | (45,000.00)    | (19,136.31)    | (12,708.31)    |            | 42.525  | (25,863.69)    |
|                       | Subtotal object - 04           | (6,855,713.00) |              | (6,855,713.00) | (6,158,119.30) | (1,888,413.40) |            | 89.825  | (697,593.70)   |
| 300-4610-10-00        | Interest Income                | (45,000.00)    |              | (45,000.00)    | (48,311.23)    | (17,237.22)    |            | 107.358 | 3,311.23       |
|                       | Subtotal object - 04           | (45,000.00)    |              | (45,000.00)    | (48,311.23)    | (17,237.22)    |            | 107.358 | 3,311.23       |
| Program number:       | DEFAULT PROGRAM                | (6,900,713.00) |              | (6,900,713.00) | (6,206,430.53) | (1,905,650.62) |            | 89.939  | (694,282.47)   |
| Department number: 10 | ADMINISTRATION                 | (6,900,713.00) |              | (6,900,713.00) | (6,206,430.53) | (1,905,650.62) |            | 89.939  | (694,282.47)   |
|                       | Revenue Subtotal - - - - -     | (6,900,713.00) |              | (6,900,713.00) | (6,206,430.53) | (1,905,650.62) |            | 89.939  | (694,282.47)   |
| 300-6186-10-00        | 2013 GO Ref Bond               | 165,000.00     |              | 165,000.00     |                |                | 165000     | 0       |                |
| 300-6189-10-00        | 2012 GO TX Bond Payment        | 190,000.00     |              | 190,000.00     |                |                | 190000     | 0       |                |
|                       | Subtotal object - 06           | 355,000.00     |              | 355,000.00     |                |                | 355000     | 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     |                |                | 280000     | 0       |                |
| 300-6203-10-00        | 2015 GO Debt Payment           | 500,100.00     |              | 500,100.00     |                |                | 500100     | 0       |                |
| 300-6204-10-00        | 2015 CO Debt Payment           | 215,000.00     |              | 215,000.00     |                |                | 215000     | 0       |                |
| 300-6205-10-00        | 2016 GO Debt Payment           | 616,500.00     |              | 616,500.00     |                |                | 616500     | 0       |                |
| 300-6206-10-00        | 2016 CO Debt Payment           | 45,000.00      |              | 45,000.00      |                |                | 45000      | 0       |                |
| 300-6208-10-00        | 2017 GO Bond Payment           | 405,000.00     |              | 405,000.00     |                |                | 405000     | 0       |                |
| 300-6209-10-00        | 2018 GO Bond Payment           | 135,000.00     |              | 135,000.00     |                |                | 135000     | 0       |                |
| 300-6210-10-00        | 2018 CO Bond Payment           | 160,000.00     |              | 160,000.00     |                |                | 160000     | 0       |                |
| 300-6211-10-00        | 2019 CO Debt Payment           | 967,754.00     |              | 967,754.00     |                |                | 967754     | 0       |                |
| 300-6212-10-00        | 2019 GO Debt Payment           | 140,000.00     |              | 140,000.00     |                |                | 140000     | 0       |                |
| 300-6299-10-00        | Bond Interest Expense          | 3,183,386.00   |              | 3,183,386.00   |                |                | 3183386    | 0       |                |
|                       | Subtotal object - 06           | 6,667,740.00   |              | 6,667,740.00   |                |                | 6647740    | 0       | 20,000.00      |
| Program number:       | DEFAULT PROGRAM                | 7,022,740.00   |              | 7,022,740.00   |                |                | 7002740    | 0       | 20,000.00      |
| Department number: 10 | ADMINISTRATION                 | 7,022,740.00   |              | 7,022,740.00   |                |                | 7002740    | 0       | 20,000.00      |
|                       | Expense Subtotal - - - - -     | 7,022,740.00   |              | 7,022,740.00   |                |                | 7002740    | 0       | 20,000.00      |
| Fund number: 300      | INTEREST AND SINKING           | 122,027.00     |              | 122,027.00     | (6,206,430.53) | (1,905,650.62) | 7002740    |         | (674,282.47)   |
| 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)    | (27,582.13)    | (6,281.95)     |            | 91.94   | (2,417.87)     |
|                       | Subtotal object - 04           | (30,000.00)    |              | (30,000.00)    | (27,582.13)    | (6,281.95)     |            | 91.94   | (2,417.87)     |
| 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) | (674,227.32)   | (168,556.83)   |            | 33.333  | (1,348,454.68) |
|                       | Subtotal object - 04           | (2,038,313.00) | (108,969.00) | (2,147,282.00) | (674,447.32)   | (168,556.83)   |            | 31.409  | (1,472,834.68) |
| Program number: 99    | NON-DEPARTMENTAL               | (2,251,101.00) | (108,969.00) | (2,360,070.00) | (702,029.45)   | (174,838.78)   |            | 29.746  | (1,658,040.55) |
| Department number: 10 | ADMINISTRATION                 | (2,251,101.00) | (108,969.00) | (2,360,070.00) | (702,029.45)   | (174,838.78)   |            | 29.746  | (1,658,040.55) |
|                       | Revenue Subtotal - - - - -     | (2,251,101.00) | (108,969.00) | (2,360,070.00) | (702,029.45)   | (174,838.78)   |            | 29.746  | (1,658,040.55) |
| 410-5220-10-03        | Office Equipment               | 1,800.00       |              | 1,800.00       |                |                | 889.11     | 0       | 910.89         |
|                       | Subtotal object - 05           | 1,800.00       |              | 1,800.00       |                |                | 889.11     | 0       | 910.89         |
| Program number: 3     | FINANCE                        | 1,800.00       |              | 1,800.00       |                |                | 889.11     | 0       | 910.89         |
| 410-5220-10-05        | Office Equipment               | 10,500.00      |              | 10,500.00      |                |                | 1469.98    | 0       | 9,030.02       |
|                       | Subtotal object - 05           | 10,500.00      |              | 10,500.00      |                |                | 1469.98    | 0       | 9,030.02       |
| 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      |                |                | 1469.98    | 0       | 19,780.02      |
| 410-5220-10-07        | Office Equipment               | 1,800.00       |              | 1,800.00       | 185.86         | 185.86         | 1738.29    | 10.326  | (124.15)       |
|                       | Subtotal object - 05           | 1,800.00       |              | 1,800.00       | 185.86         | 185.86         | 1738.29    | 10.326  | (124.15)       |
| Program number: 7     | MUNICIPAL COURT                | 1,800.00       |              | 1,800.00       | 185.86         | 185.86         | 1738.29    | 10.326  | (124.15)       |
| 410-5220-10-08        | Office Equipment               | 2,700.00       |              | 2,700.00       |                |                | 2667.33    | 0       | 32.67          |

|                        |                                |            |             |            |            |           |           |         |            |
|------------------------|--------------------------------|------------|-------------|------------|------------|-----------|-----------|---------|------------|
|                        | Subtotal object - 05           | 2,700.00   |             | 2,700.00   |            |           | 2667.33   | 0       | 32.67      |
| Program number: 8      | UTILITY BILLING                | 2,700.00   |             | 2,700.00   |            |           | 2667.33   | 0       | 32.67      |
| Department number: 10  | ADMINISTRATION                 | 27,550.00  |             | 27,550.00  | 185.86     | 185.86    | 6764.71   | 0.675   | 20,599.43  |
| 410-5220-20-01         | Office Equipment               | 3,600.00   |             | 3,600.00   | 185.86     | 185.86    | 3516.51   | 5.163   | (102.37)   |
|                        | Subtotal object - 05           | 3,600.00   |             | 3,600.00   | 185.86     | 185.86    | 3516.51   | 5.163   | (102.37)   |
| 410-6125-20-01         | Capital-Equipment (Technology) | 10,000.00  |             | 10,000.00  |            |           |           | 0       | 10,000.00  |
| 410-6140-20-01         | CAPITAL EXPENSE-EQUIPMENT      | 6,000.00   |             | 6,000.00   |            |           |           | 0       | 6,000.00   |
| 410-6160-20-01         | Capital-Vehicles               | 91,966.00  |             | 91,966.00  | 45,623.50  |           | 49426.33  | 49.609  | (3,083.83) |
|                        | Subtotal object - 06           | 107,966.00 |             | 107,966.00 | 45,623.50  |           | 49426.33  | 42.257  | 12,916.17  |
| Program number: 1      | OPERATIONS                     | 111,566.00 |             | 111,566.00 | 45,809.36  | 185.86    | 52942.84  | 41.06   | 12,813.80  |
| 410-5220-20-05         | Office Equipment               | 900.00     |             | 900.00     |            |           | 889.11    | 0       | 10.89      |
|                        | Subtotal object - 05           | 900.00     |             | 900.00     |            |           | 889.11    | 0       | 10.89      |
| 410-6125-20-05         | Capital-Equipment (Technology) | 10,000.00  |             | 10,000.00  |            |           |           | 0       | 10,000.00  |
|                        | Subtotal object - 06           | 10,000.00  |             | 10,000.00  |            |           |           | 0       | 10,000.00  |
| Program number: 5      | DISPATCH                       | 10,900.00  |             | 10,900.00  |            |           | 889.11    | 0       | 10,010.89  |
| Department number: 20  | POLICE                         | 122,466.00 |             | 122,466.00 | 45,809.36  | 185.86    | 53831.95  | 37.406  | 2,824.69   |
| 410-5220-30-01         | Office Equipment               | 3,600.00   |             | 3,600.00   |            |           | 3556.44   | 0       | 43.56      |
|                        | Subtotal object - 05           | 3,600.00   |             | 3,600.00   |            |           | 3556.44   | 0       | 43.56      |
| 410-6160-30-01         | Capital-Vehicles               | 354,870.00 | 108,969.00  | 463,839.00 | 55,123.00  |           | 174165    | 11.884  | 234,551.00 |
| 410-6160-30-01-1931-EQ | Replacement Fire Engine        |            | 415,305.57  | 415,305.57 |            |           | 415305.57 | 0       |            |
|                        | Subtotal object - 06           | 354,870.00 | 524,274.57  | 879,144.57 | 55,123.00  |           | 589470.57 | 6.27    | 234,551.00 |
| Program number: 1      | OPERATIONS                     | 358,470.00 | 524,274.57  | 882,744.57 | 55,123.00  |           | 593027.01 | 6.245   | 234,594.56 |
| 410-6160-30-05         | Capital-vehicles               | 40,823.00  |             | 40,823.00  | 41,596.40  | 41,596.40 |           | 101.895 | (773.40)   |
|                        | Subtotal object - 06           | 40,823.00  |             | 40,823.00  | 41,596.40  | 41,596.40 |           | 101.895 | (773.40)   |
| Program number: 5      | MARSHAL                        | 40,823.00  |             | 40,823.00  | 41,596.40  | 41,596.40 |           | 101.895 | (773.40)   |
| Department number: 30  | FIRE                           | 399,293.00 | 524,274.57  | 923,567.57 | 96,719.40  | 41,596.40 | 593027.01 | 10.472  | 233,821.16 |
| 410-5220-40-01         | Office Equipment               | 7,200.00   |             | 7,200.00   | 260.88     | 260.88    | 7396.13   | 3.623   | (457.01)   |
|                        | Subtotal object - 05           | 7,200.00   |             | 7,200.00   | 260.88     | 260.88    | 7396.13   | 3.623   | (457.01)   |
| Program number: 1      | INSPECTIONS                    | 7,200.00   |             | 7,200.00   | 260.88     | 260.88    | 7396.13   | 3.623   | (457.01)   |
| 410-5220-40-02         | Office Equipment               | 900.00     |             | 900.00     |            |           | 2774.3    | 0       | (1,874.30) |
|                        | Subtotal object - 05           | 900.00     |             | 900.00     |            |           | 2774.3    | 0       | (1,874.30) |
| Program number: 2      | CODE COMPLIANCE                | 900.00     |             | 900.00     |            |           | 2774.3    | 0       | (1,874.30) |
| 410-5220-40-03         | Office Equipment               | 3,600.00   |             | 3,600.00   | 185.86     | 185.86    | 1738.29   | 5.163   | 1,675.85   |
|                        | Subtotal object - 05           | 3,600.00   |             | 3,600.00   | 185.86     | 185.86    | 1738.29   | 5.163   | 1,675.85   |
| Program number: 3      | PLANNING                       | 3,600.00   |             | 3,600.00   | 185.86     | 185.86    | 1738.29   | 5.163   | 1,675.85   |
| Department number: 40  | DEVELOPMENT SERVICES           | 11,700.00  |             | 11,700.00  | 446.74     | 446.74    | 11908.72  | 3.818   | (655.46)   |
| 410-5220-50-01         | Office Equipment               | 900.00     |             | 900.00     | 371.72     | 371.72    | 3476.58   | 41.302  | (2,948.30) |
|                        | Subtotal object - 05           | 900.00     |             | 900.00     | 371.72     | 371.72    | 3476.58   | 41.302  | (2,948.30) |
| 410-6160-50-01         | Capital-Vehicles               | 58,129.00  |             | 58,129.00  | 29,050.00  | 29,050.00 | 29051.2   | 49.975  | 27.80      |
|                        | Subtotal object - 06           | 58,129.00  |             | 58,129.00  | 29,050.00  | 29,050.00 | 29051.2   | 49.975  | 27.80      |
| Program number: 1      | STREETS                        | 59,029.00  |             | 59,029.00  | 29,421.72  | 29,421.72 | 32527.78  | 49.843  | (2,920.50) |
| 410-5220-50-02         | Office Equipment               | 3,600.00   |             | 3,600.00   | 929.30     | 929.30    | 5214.87   | 25.814  | (2,544.17) |
|                        | Subtotal object - 05           | 3,600.00   |             | 3,600.00   | 929.30     | 929.30    | 5214.87   | 25.814  | (2,544.17) |
| 410-6140-50-02         | Capital-Equipment              | 20,000.00  |             | 20,000.00  |            |           |           | 0       | 20,000.00  |
| 410-6160-50-02         | Capital-Vehicles               | 122,118.00 | (31,196.00) | 90,922.00  | 56,491.60  | 31,182.00 | 34666.17  | 62.132  | (235.77)   |
|                        | Subtotal object - 06           | 142,118.00 | (31,196.00) | 110,922.00 | 56,491.60  | 31,182.00 | 34666.17  | 50.929  | 19,764.23  |
| Program number: 2      | WATER                          | 145,718.00 | (31,196.00) | 114,522.00 | 57,420.90  | 32,111.30 | 39881.04  | 50.14   | 17,220.06  |
| 410-5220-50-03         | Office Equipment               | 900.00     |             | 900.00     |            |           | 3476.58   | 0       | (2,576.58) |
|                        | Subtotal object - 05           | 900.00     |             | 900.00     |            |           | 3476.58   | 0       | (2,576.58) |
| 410-6160-50-03         | Capital-Vehicles               | 25,269.00  |             | 25,269.00  | 25,319.60  |           |           | 100.2   | (50.60)    |
|                        | Subtotal object - 06           | 25,269.00  |             | 25,269.00  | 25,319.60  |           |           | 100.2   | (50.60)    |
| Program number: 3      | WASTEWATER                     | 26,169.00  |             | 26,169.00  | 25,319.60  |           | 3476.58   | 96.754  | (2,627.18) |
| 410-6160-50-98         | Capital Expense - vehicles     |            | 31,196.00   | 31,196.00  |            |           | 31333     | 0       | (137.00)   |
|                        | Subtotal object - 06           |            | 31,196.00   | 31,196.00  |            |           | 31333     | 0       | (137.00)   |
| Program number: 98     | CONSTRUCTION INSPECTIONS       |            | 31,196.00   | 31,196.00  |            |           | 31333     | 0       | (137.00)   |
| Department number: 50  | PUBLIC WORKS                   | 230,916.00 |             | 230,916.00 | 112,162.22 | 61,533.02 | 107218.4  | 48.573  | 11,535.38  |

|                        |                                |                |            |              |              |             |           |         |                |
|------------------------|--------------------------------|----------------|------------|--------------|--------------|-------------|-----------|---------|----------------|
| 410-5220-60-01         | Office Equipment               | 2,700.00       |            | 2,700.00     |              |             | 889.11    | 0       | 1,810.89       |
|                        | Subtotal object - 05           | 2,700.00       |            | 2,700.00     |              |             | 889.11    | 0       | 1,810.89       |
| Program number: 1      | PARK ADMINISTRATION            | 2,700.00       |            | 2,700.00     |              |             | 889.11    | 0       | 1,810.89       |
| 410-6160-60-02         | Capital-vehicles               | 94,342.00      |            | 94,342.00    | 58,055.00    | 31,589.15   | 36496.7   | 61.537  | (209.70)       |
|                        | Subtotal object - 06           | 94,342.00      |            | 94,342.00    | 58,055.00    | 31,589.15   | 36496.7   | 61.537  | (209.70)       |
| Program number: 2      | PARK OPERATIONS                | 94,342.00      |            | 94,342.00    | 58,055.00    | 31,589.15   | 36496.7   | 61.537  | (209.70)       |
| 410-5220-60-05         | Office Equipment               | 5,400.00       |            | 5,400.00     | 260.88       | 260.88      | 4552.06   | 4.831   | 587.06         |
|                        | Subtotal object - 05           | 5,400.00       |            | 5,400.00     | 260.88       | 260.88      | 4552.06   | 4.831   | 587.06         |
| Program number: 5      | LIBRARY                        | 5,400.00       |            | 5,400.00     | 260.88       | 260.88      | 4552.06   | 4.831   | 587.06         |
| Department number: 60  | COMMUNITY SERVICES             | 102,442.00     |            | 102,442.00   | 58,315.88    | 31,850.03   | 41937.87  | 56.926  | 2,188.25       |
| 410-5220-98-01         | Office Equipment               | 1,800.00       |            | 1,800.00     | 185.86       | 185.86      | 1738.29   | 10.326  | (124.15)       |
|                        | Subtotal object - 05           | 1,800.00       |            | 1,800.00     | 185.86       | 185.86      | 1738.29   | 10.326  | (124.15)       |
| Program number: 1      | ENGINEERING                    | 1,800.00       |            | 1,800.00     | 185.86       | 185.86      | 1738.29   | 10.326  | (124.15)       |
| Department number: 98  | ENGINEERING                    | 1,800.00       |            | 1,800.00     | 185.86       | 185.86      | 1738.29   | 10.326  | (124.15)       |
|                        | Expense Subtotal - - - - -     | 896,167.00     | 524,274.57 | 1,420,441.57 | 313,825.32   | 135,983.77  | 816426.95 | 22.094  | 290,189.30     |
| Fund number: 410       | VEHICLE/EQUIPMENT REPLACEMENT  | (1,354,934.00) | 415,305.57 | (939,628.43) | (388,204.13) | (38,855.01) | 816426.95 | 41.315  | (1,367,851.25) |
| 450-4001-98-02         | Storm Drainage Utility Fee     | (627,156.00)   |            | (627,156.00) | (216,018.68) | (54,385.65) |           | 34.444  | (411,137.32)   |
| 450-4002-98-02         | Drainage Review Fee            | (6,000.00)     |            | (6,000.00)   | (850.00)     |             |           | 14.167  | (5,150.00)     |
|                        | Subtotal object - 04           | (633,156.00)   |            | (633,156.00) | (216,868.68) | (54,385.65) |           | 34.252  | (416,287.32)   |
| 450-4610-98-02         | Interest Storm Utility         | (5,000.00)     |            | (5,000.00)   | (4,137.01)   | (1,012.32)  |           | 82.74   | (862.99)       |
|                        | Subtotal object - 04           | (5,000.00)     |            | (5,000.00)   | (4,137.01)   | (1,012.32)  |           | 82.74   | (862.99)       |
| Program number: 2      | STORM DRAINAGE                 | (638,156.00)   |            | (638,156.00) | (221,005.69) | (55,397.97) |           | 34.632  | (417,150.31)   |
| Department number: 98  | ENGINEERING                    | (638,156.00)   |            | (638,156.00) | (221,005.69) | (55,397.97) |           | 34.632  | (417,150.31)   |
|                        | Revenue Subtotal - - - - -     | (638,156.00)   |            | (638,156.00) | (221,005.69) | (55,397.97) |           | 34.632  | (417,150.31)   |
| 450-5110-98-02         | Salaries                       | 114,200.00     | 721.00     | 114,921.00   | 40,254.49    | 13,415.45   |           | 35.028  | 74,666.51      |
| 450-5115-98-02         | Salaries-Overtime              | 1,390.00       |            | 1,390.00     | 1,408.85     | 478.46      |           | 101.356 | (18.85)        |
| 450-5140-98-02         | Salaries-Longevity Pay         | 245.00         |            | 245.00       | 245.00       |             |           | 100     |                |
| 450-5145-98-02         | Social Security Expense        | 7,160.00       |            | 7,160.00     | 2,489.36     | 821.82      |           | 34.768  | 4,670.64       |
| 450-5150-98-02         | Medicare Expense               | 1,675.00       |            | 1,675.00     | 582.19       | 192.20      |           | 34.758  | 1,092.81       |
| 450-5155-98-02         | SUTA Expense                   | 324.00         |            | 324.00       | 13.94        | 13.94       |           | 4.302   | 310.06         |
| 450-5160-98-02         | Health Insurance               | 21,843.00      |            | 21,843.00    | 6,556.30     | 2,094.28    |           | 30.016  | 15,286.70      |
| 450-5165-98-02         | Dental Expense                 | 841.00         |            | 841.00       | 280.32       | 70.08       |           | 33.332  | 560.68         |
| 450-5170-98-02         | Life Insurance/AD&D            | 226.00         |            | 226.00       | 75.04        | 18.76       |           | 33.204  | 150.96         |
| 450-5175-98-02         | Liability (TML) Workers Comp   | 2,465.00       |            | 2,465.00     | 1,027.29     | 425.57      |           | 41.675  | 1,437.71       |
| 450-5180-98-02         | TMRS Expense                   | 15,647.00      |            | 15,647.00    | 5,704.28     | 1,888.01    |           | 36.456  | 9,942.72       |
| 450-5185-98-02         | Long/Short Term Disability     | 217.00         |            | 217.00       | 65.52        | 16.42       |           | 30.194  | 151.48         |
| 450-5186-98-02         | WELLE-Wellness Prog Reimb Empl | 600.00         |            | 600.00       | 200.00       | 50.00       |           | 33.333  | 400.00         |
|                        | Subtotal object - 05           | 166,833.00     | 721.00     | 167,554.00   | 58,902.58    | 19,484.99   |           | 35.154  | 108,651.42     |
| 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     | 527.00       | 100.00      |           | 38.467  | 843.00         |
| 450-5240-98-02         | Postage and Delivery           | 50.00          |            | 50.00        | 5.00         |             |           | 10      | 45.00          |
| 450-5280-98-02         | Printing and Reproduction      | 1,420.00       |            | 1,420.00     | 1,020.00     |             |           | 71.831  | 400.00         |
|                        | Subtotal object - 05           | 3,040.00       |            | 3,040.00     | 1,552.00     | 100.00      |           | 51.053  | 1,488.00       |
| 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     | 468.80       | 450.80      |           | 46.88   | 531.20         |
| 450-5352-98-02         | Fuel                           | 1,800.00       |            | 1,800.00     | 292.16       | 48.69       |           | 16.231  | 1,507.84       |
| 450-5353-98-02         | Oil/Grease/Inspections         | 125.00         |            | 125.00       |              |             |           | 0       | 125.00         |
|                        | Subtotal object - 05           | 4,955.00       |            | 4,955.00     | 760.96       | 499.49      |           | 15.357  | 4,194.04       |
| 450-5400-98-02         | Uniforms                       | 1,100.00       |            | 1,100.00     | 479.94       |             |           | 43.631  | 620.06         |
| 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     | 1,690.00     |             |           | 28.167  | 4,310.00       |



|                       |                              |             |        |             |              |             |        |            |              |
|-----------------------|------------------------------|-------------|--------|-------------|--------------|-------------|--------|------------|--------------|
|                       | Subtotal object - 05         | 110,945.00  |        | 110,945.00  | 2,169.94     |             | 1,956  | 108,775.06 |              |
| 450-5520-98-02        | Telephones                   | 1,200.00    |        | 1,200.00    | 224.91       |             | 18.743 | 975.09     |              |
| 450-5526-98-02        | Data Network                 | 460.00      |        | 460.00      | 113.97       |             | 24.776 | 346.03     |              |
| 450-5530-98-02        | Travel/Lodging/Meals Expense | 900.00      |        | 900.00      | 269.60       |             | 29.956 | 630.40     |              |
| 450-5533-98-02        | Mileage Expense              | 200.00      |        | 200.00      |              |             | 0      | 200.00     |              |
| 450-5536-98-02        | Training/Seminars            | 1,500.00    |        | 1,500.00    | 1,207.05     | 202.05      | 80.47  | 292.95     |              |
|                       | Subtotal object - 05         | 4,260.00    |        | 4,260.00    | 1,815.53     | 202.05      | 42.618 | 2,444.47   |              |
| 450-5620-98-02        | Tools & Equipment            | 500.00      |        | 500.00      | 229.00       |             | 45.8   | 271.00     |              |
| 450-5630-98-02        | Safety Equipment             | 1,000.00    |        | 1,000.00    | 64.97        |             | 6.497  | 935.03     |              |
| 450-5640-98-02        | Signs & Hardware             | 500.00      |        | 500.00      |              |             | 0      | 500.00     |              |
| 450-5650-98-02        | Maintenance Materials        | 1,500.00    |        | 1,500.00    | 1,412.23     | 1,412.23    | 94.149 | 87.77      |              |
|                       | Subtotal object - 05         | 3,500.00    |        | 3,500.00    | 1,706.20     | 1,412.23    | 48.749 | 1,793.80   |              |
| 450-6193-98-02        | 2012 CO Bond Payment         | 61,200.00   |        | 61,200.00   |              |             | 61200  | 0          |              |
|                       | Subtotal object - 06         | 61,200.00   |        | 61,200.00   |              |             | 61200  | 0          |              |
| 450-6205-98-02        | 2016 CO Bond Payment         | 50,000.00   |        | 50,000.00   |              |             | 50000  | 0          |              |
| 450-6208-98-02        | 2017 CO Bond Payment         | 35,000.00   |        | 35,000.00   |              |             | 35000  | 0          |              |
| 450-6299-98-02        | Bond Interest Expense        | 102,441.00  |        | 102,441.00  |              |             | 102441 | 0          |              |
|                       | Subtotal object - 06         | 187,441.00  |        | 187,441.00  |              |             | 187441 | 0          |              |
| 450-7145-98-02        | Transfer to VERF             | 3,963.00    |        | 3,963.00    | 1,321.00     | 330.25      | 33.333 | 2,642.00   |              |
| 450-7147-98-02        | Transfer to GF               | 96,172.00   |        | 96,172.00   | 32,057.32    | 8,014.33    | 33.333 | 64,114.68  |              |
|                       | Subtotal object - 07         | 100,135.00  |        | 100,135.00  | 33,378.32    | 8,344.58    | 33.333 | 66,756.68  |              |
| Program number: 2     | STORM DRAINAGE               | 642,309.00  | 721.00 | 643,030.00  | 100,285.53   | 30,043.34   | 248641 | 15.596     | 294,103.47   |
| Department number: 98 | ENGINEERING                  | 642,309.00  | 721.00 | 643,030.00  | 100,285.53   | 30,043.34   | 248641 | 15.596     | 294,103.47   |
|                       | Expense Subtotal - - - - -   | 642,309.00  | 721.00 | 643,030.00  | 100,285.53   | 30,043.34   | 248641 | 15.596     | 294,103.47   |
| Fund number: 450      | STORM DRAINAGE UTILITY FUND  | 4,153.00    | 721.00 | 4,874.00    | (120,720.16) | (25,354.63) | 248641 |            | (123,046.84) |
| 570-4537-10-00        | Court Technology Revenue     | (10,000.00) |        | (10,000.00) | (3,400.00)   | (840.00)    |        | 34         | (6,600.00)   |
|                       | Subtotal object - 04         | (10,000.00) |        | (10,000.00) | (3,400.00)   | (840.00)    |        | 34         | (6,600.00)   |
| 570-4610-10-00        | Interest                     | (300.00)    |        | (300.00)    | (185.77)     | (41.60)     |        | 61.923     | (114.23)     |
|                       | Subtotal object - 04         | (300.00)    |        | (300.00)    | (185.77)     | (41.60)     |        | 61.923     | (114.23)     |
| Program number:       | DEFAULT PROGRAM              | (10,300.00) |        | (10,300.00) | (3,585.77)   | (881.60)    |        | 34.813     | (6,714.23)   |
| Department number: 10 | ADMINISTRATION               | (10,300.00) |        | (10,300.00) | (3,585.77)   | (881.60)    |        | 34.813     | (6,714.23)   |
|                       | Revenue Subtotal - - - - -   | (10,300.00) |        | (10,300.00) | (3,585.77)   | (881.60)    |        | 34.813     | (6,714.23)   |
| 570-5203-10-00        | Court Technology Expense     | 10,000.00   |        | 10,000.00   | 2,514.79     |             | 7625   | 25.148     | (139.79)     |
|                       | Subtotal object - 05         | 10,000.00   |        | 10,000.00   | 2,514.79     |             | 7625   | 25.148     | (139.79)     |
| Program number:       | DEFAULT PROGRAM              | 10,000.00   |        | 10,000.00   | 2,514.79     |             | 7625   | 25.148     | (139.79)     |
| Department number: 10 | ADMINISTRATION               | 10,000.00   |        | 10,000.00   | 2,514.79     |             | 7625   | 25.148     | (139.79)     |
|                       | Expense Subtotal - - - - -   | 10,000.00   |        | 10,000.00   | 2,514.79     |             | 7625   | 25.148     | (139.79)     |
| Fund number: 570      | COURT TECHNOLOGY             | (300.00)    |        | (300.00)    | (1,070.98)   | (881.60)    | 7625   | 356.993    | (6,854.02)   |
| 575-4539-10-00        | Municipal Jury Revenue       |             |        |             | (6.90)       | (6.90)      |        | 0          | 6.90         |
|                       | Subtotal object - 04         |             |        |             | (6.90)       | (6.90)      |        | 0          | 6.90         |
| Program number:       | DEFAULT PROGRAM              |             |        |             | (6.90)       | (6.90)      |        | 0          | 6.90         |
| Department number: 10 | ADMINISTRATION               |             |        |             | (6.90)       | (6.90)      |        | 0          | 6.90         |
|                       | Revenue Subtotal - - - - -   |             |        |             | (6.90)       | (6.90)      |        | 0          | 6.90         |
| Fund number: 575      | MUNICIPAL JURY FUND          |             |        |             | (6.90)       | (6.90)      |        | 0          | 6.90         |
| 580-4536-10-00        | Court Security Revenue       | (8,500.00)  |        | (8,500.00)  | (2,682.20)   | (759.20)    |        | 31.555     | (5,817.80)   |
|                       | Subtotal object - 04         | (8,500.00)  |        | (8,500.00)  | (2,682.20)   | (759.20)    |        | 31.555     | (5,817.80)   |
| 580-4610-10-00        | Interest                     | (300.00)    |        | (300.00)    | (240.41)     | (55.46)     |        | 80.137     | (59.59)      |
|                       | Subtotal object - 04         | (300.00)    |        | (300.00)    | (240.41)     | (55.46)     |        | 80.137     | (59.59)      |
| Program number:       | DEFAULT PROGRAM              | (8,800.00)  |        | (8,800.00)  | (2,922.61)   | (814.66)    |        | 33.211     | (5,877.39)   |
| Department number: 10 | ADMINISTRATION               | (8,800.00)  |        | (8,800.00)  | (2,922.61)   | (814.66)    |        | 33.211     | (5,877.39)   |
|                       | Revenue Subtotal - - - - -   | (8,800.00)  |        | (8,800.00)  | (2,922.61)   | (814.66)    |        | 33.211     | (5,877.39)   |
| 580-5110-10-00        | Salaries & Wages Payable     | 8,176.00    |        | 8,176.00    |              |             |        | 0          | 8,176.00     |
| 580-5145-10-00        | Social Security Expense      | 507.00      |        | 507.00      |              |             |        | 0          | 507.00       |
| 580-5150-10-00        | Medicare Expense             | 119.00      |        | 119.00      |              |             |        | 0          | 119.00       |
| 580-5155-10-00        | SUTA expense                 | 162.00      |        | 162.00      |              |             |        | 0          | 162.00       |
| 580-5175-10-00        | Workers Comp                 | 148.00      |        | 148.00      |              |             |        | 0          | 148.00       |

|                        |                                |                |            |                |                |              |        |                |
|------------------------|--------------------------------|----------------|------------|----------------|----------------|--------------|--------|----------------|
|                        | Subtotal object - 05           | 9,112.00       |            | 9,112.00       |                |              | 0      | 9,112.00       |
| 580-5204-10-00         | Court Security Expense         |                |            |                | 1,141.00       | 446.00       | 0      | (1,141.00)     |
|                        | Subtotal object - 05           |                |            |                | 1,141.00       | 446.00       | 0      | (1,141.00)     |
| 580-5536-10-00         | Training/Seminars              | 1,000.00       |            | 1,000.00       |                |              | 0      | 1,000.00       |
|                        | Subtotal object - 05           | 1,000.00       |            | 1,000.00       |                |              | 0      | 1,000.00       |
| Program number:        | DEFAULT PROGRAM                | 10,112.00      |            | 10,112.00      | 1,141.00       | 446.00       | 11.284 | 8,971.00       |
| Department number: 10  | ADMINISTRATION                 | 10,112.00      |            | 10,112.00      | 1,141.00       | 446.00       | 11.284 | 8,971.00       |
|                        | Expense                        | 10,112.00      |            | 10,112.00      | 1,141.00       | 446.00       | 11.284 | 8,971.00       |
| Fund number: 580       | COURT SECURITY                 | 1,312.00       |            | 1,312.00       | (1,781.61)     | (368.66)     |        | 3,093.61       |
| 590-4915-10-00         | Escrow Income                  |                |            |                | (485,723.16)   | (457,591.01) | 0      | 485,723.16     |
|                        | Subtotal object - 04           |                |            |                | (485,723.16)   | (457,591.01) | 0      | 485,723.16     |
| Program number:        | DEFAULT PROGRAM                |                |            |                | (485,723.16)   | (457,591.01) | 0      | 485,723.16     |
| Department number: 10  | ADMINISTRATION                 |                |            |                | (485,723.16)   | (457,591.01) | 0      | 485,723.16     |
|                        | Revenue                        |                |            |                | (485,723.16)   | (457,591.01) | 0      | 485,723.16     |
| 590-7144-10-00         | Transfer to CIP                | 1,354,577.00   |            | 1,354,577.00   | 485,723.16     | 457,591.01   | 35.858 | 868,853.84     |
|                        | Subtotal object - 07           | 1,354,577.00   |            | 1,354,577.00   | 485,723.16     | 457,591.01   | 35.858 | 868,853.84     |
| Program number:        | DEFAULT PROGRAM                | 1,354,577.00   |            | 1,354,577.00   | 485,723.16     | 457,591.01   | 35.858 | 868,853.84     |
| Department number: 10  | ADMINISTRATION                 | 1,354,577.00   |            | 1,354,577.00   | 485,723.16     | 457,591.01   | 35.858 | 868,853.84     |
|                        | Expense                        | 1,354,577.00   |            | 1,354,577.00   | 485,723.16     | 457,591.01   | 35.858 | 868,853.84     |
| 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)    | (13,213.25)    | (2,926.04)   | 52.853 | (11,786.75)    |
|                        | Subtotal object - 04           | (25,000.00)    |            | (25,000.00)    | (13,213.25)    | (2,926.04)   | 52.853 | (11,786.75)    |
| Program number:        | DEFAULT PROGRAM                | (225,000.00)   |            | (225,000.00)   | (13,213.25)    | (2,926.04)   | 5.873  | (211,786.75)   |
| Department number: 60  | PARK DEDICATION                | (225,000.00)   |            | (225,000.00)   | (13,213.25)    | (2,926.04)   | 5.873  | (211,786.75)   |
|                        | Revenue                        | (225,000.00)   |            | (225,000.00)   | (13,213.25)    | (2,926.04)   | 5.873  | (211,786.75)   |
| Fund number: 610       | PARK DEDICATION FEE FUND       | (225,000.00)   |            | (225,000.00)   | (13,213.25)    | (2,926.04)   | 5.873  | (211,786.75)   |
| 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)    | (11,668.39)    | (2,537.74)   | 77.789 | (3,331.61)     |
|                        | Subtotal object - 04           | (15,000.00)    |            | (15,000.00)    | (11,668.39)    | (2,537.74)   | 77.789 | (3,331.61)     |
| Program number:        | DEFAULT PROGRAM                | (615,000.00)   |            | (615,000.00)   | (11,668.39)    | (2,537.74)   | 1.897  | (603,331.61)   |
| Department number: 60  | PARK IMPROVEMENT               | (615,000.00)   |            | (615,000.00)   | (11,668.39)    | (2,537.74)   | 1.897  | (603,331.61)   |
|                        | Revenue                        | (615,000.00)   |            | (615,000.00)   | (11,668.39)    | (2,537.74)   | 1.897  | (603,331.61)   |
| 620-5410-60-00-1910-PK | Hike & Bike Master Plan        |                | 56,187.50  | 56,187.50      | 12,703.57      |              | 51500  | 22.609         |
| 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      | 12,703.57      |              | 51500  | 17.609         |
| 620-6610-60-00-1801-PK | Cockrell Park Trail Connection | 500,000.00     | 35,200.00  | 535,200.00     | 12,670.00      |              | 35200  | 2.367          |
| 620-6610-60-00-1802-PK | Hays Park                      | 35,000.00      | 18,500.00  | 53,500.00      |                |              | 18500  | 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     | 12,670.00      |              | 53700  | 1.8            |
| Program number:        | DEFAULT PROGRAM                | 665,955.00     | 109,887.50 | 775,842.50     | 25,373.57      |              | 105200 | 3.27           |
| Department number: 60  | PARK IMPROVEMENT               | 665,955.00     | 109,887.50 | 775,842.50     | 25,373.57      |              | 105200 | 3.27           |
|                        | Expense                        | 665,955.00     | 109,887.50 | 775,842.50     | 25,373.57      |              | 105200 | 3.27           |
| Fund number: 620       | PARK IMPROVEMENT               | 50,955.00      | 109,887.50 | 160,842.50     | 13,705.18      | (2,537.74)   | 105200 | 8.521          |
| 630-4015-50-00         | Impact Fees                    | (3,000,000.00) |            | (3,000,000.00) | (1,136,967.00) | (251,378.00) | 37.899 | (1,863,033.00) |
|                        | Subtotal object - 04           | (3,000,000.00) |            | (3,000,000.00) | (1,136,967.00) | (251,378.00) | 37.899 | (1,863,033.00) |
| 630-4615-50-00         | Interest                       | (45,000.00)    |            | (45,000.00)    | (21,768.77)    | (5,158.69)   | 48.375 | (23,231.23)    |
|                        | Subtotal object - 04           | (45,000.00)    |            | (45,000.00)    | (21,768.77)    | (5,158.69)   | 48.375 | (23,231.23)    |
| Program number:        | DEFAULT PROGRAM                | (3,045,000.00) |            | (3,045,000.00) | (1,158,735.77) | (256,536.69) | 38.054 | (1,886,264.23) |
| Department number: 50  | IMPACT FEES                    | (3,045,000.00) |            | (3,045,000.00) | (1,158,735.77) | (256,536.69) | 38.054 | (1,886,264.23) |
|                        | Revenue                        | (3,045,000.00) |            | (3,045,000.00) | (1,158,735.77) | (256,536.69) | 38.054 | (1,886,264.23) |

|                        |                                |                |              |                |                |              |           |         |              |
|------------------------|--------------------------------|----------------|--------------|----------------|----------------|--------------|-----------|---------|--------------|
| 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 Agrmt-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      | 12,572.71      |              | 43397.58  | 22.463  |              |
| 630-6610-50-00-1716-WA | 24 WL Conn. Cnty Line EST/DNT  |                | 139,307.29   | 139,307.29     | 32,889.21      |              | 106418.08 | 23.609  |              |
|                        | Subtotal object - 06           |                | 195,277.58   | 195,277.58     | 45,461.92      |              | 149815.66 | 23.281  |              |
| Program number:        | DEFAULT PROGRAM                | 930,910.00     |              | 1,126,277.58   | 1,126,277.58   |              | 149815.66 | 4.037   | 930,910.00   |
| Department number: 50  | IMPACT FEES                    | 930,910.00     |              | 1,126,277.58   | 1,126,277.58   |              | 149815.66 | 4.037   | 930,910.00   |
|                        | Expense Subtotal - - - - -     | 930,910.00     |              | 1,126,277.58   | 1,126,277.58   |              | 149815.66 | 4.037   | 930,910.00   |
| Fund number: 630       | WATER IMPACT FEES              | (2,114,090.00) |              | (1,918,812.42) | (1,113,273.85) | (256,536.69) | 149815.66 | 58.019  | (955,354.23) |
| 640-4020-50-00         | Impact Fees                    | (850,000.00)   |              | (850,000.00)   | (395,714.00)   | (91,783.00)  |           | 46.555  | (454,286.00) |
|                        | Subtotal object - 04           | (850,000.00)   |              | (850,000.00)   | (395,714.00)   | (91,783.00)  |           | 46.555  | (454,286.00) |
| 640-4620-50-00         | Interest                       | (35,000.00)    |              | (35,000.00)    | (19,317.80)    | (4,465.32)   |           | 55.194  | (15,682.20)  |
|                        | Subtotal object - 04           | (35,000.00)    |              | (35,000.00)    | (19,317.80)    | (4,465.32)   |           | 55.194  | (15,682.20)  |
| 640-4905-50-00         | Equity Fee                     | (200,000.00)   |              | (200,000.00)   | (90,500.00)    | (18,500.00)  |           | 45.25   | (109,500.00) |
|                        | Subtotal object - 04           | (200,000.00)   |              | (200,000.00)   | (90,500.00)    | (18,500.00)  |           | 45.25   | (109,500.00) |
| Program number:        | DEFAULT PROGRAM                | (1,085,000.00) |              | (1,085,000.00) | (505,531.80)   | (114,748.32) |           | 46.593  | (579,468.20) |
| Department number: 50  | IMPACT FEES                    | (1,085,000.00) |              | (1,085,000.00) | (505,531.80)   | (114,748.32) |           | 46.593  | (579,468.20) |
|                        | Revenue Subtotal - - - - -     | (1,085,000.00) |              | (1,085,000.00) | (505,531.80)   | (114,748.32) |           | 46.593  | (579,468.20) |
| 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)   | (505,531.80)   | (114,748.32) |           | 231.074 | 286,756.80   |
| 660-4040-50-00         | East Thoroughfare Impact Fees  | (1,000,000.00) |              | (1,000,000.00) | (496,762.03)   | (74,916.68)  |           | 49.676  | (503,237.97) |
|                        | Subtotal object - 04           | (1,000,000.00) |              | (1,000,000.00) | (496,762.03)   | (74,916.68)  |           | 49.676  | (503,237.97) |
| 660-4610-50-00         | Interest                       | (25,000.00)    |              | (25,000.00)    | (13,611.63)    | (3,203.38)   |           | 54.447  | (11,388.37)  |
|                        | Subtotal object - 04           | (25,000.00)    |              | (25,000.00)    | (13,611.63)    | (3,203.38)   |           | 54.447  | (11,388.37)  |
| 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) | (510,373.66)   | (78,120.06)  |           | 44.095  | (647,064.34) |
| Department number: 50  | IMPACT FEES                    | (1,157,438.00) |              | (1,157,438.00) | (510,373.66)   | (78,120.06)  |           | 44.095  | (647,064.34) |
|                        | Revenue Subtotal - - - - -     | (1,157,438.00) |              | (1,157,438.00) | (510,373.66)   | (78,120.06)  |           | 44.095  | (647,064.34) |
| 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      | 34,997.17      |              | 5000      | 87.499  |              |
| 660-6610-50-00-1710-ST | Coit Road (First - Frontier)   |                | 506,027.40   | 506,027.40     | 21,543.90      | 475.00       | 484483.5  | 4.257   |              |
| 660-6610-50-00-1805-ST | FM2478 ROW (US380-FM1461)      | 69,168.00      | (69,168.00)  |                |                |              |           | 0       |              |
| 660-6610-50-00-1825-ST | COLEMAN (GORGEOUS-PROSPER TRL) | 250,000.00     |              | 250,000.00     |                |              |           | 0       | 250,000.00   |
| 660-6610-50-00-1932-ST | Coit Rd and US380              | 35,000.00      |              | 35,000.00      |                |              |           | 0       | 35,000.00    |
| 660-6610-50-00-2005-TR | Traffic Signal-Coit & Richland | 300,000.00     |              | 300,000.00     |                |              | 39000     | 0       | 261,000.00   |
|                        | Subtotal object - 06           | 654,168.00     | 476,856.57   | 1,131,024.57   | 56,541.07      | 475.00       | 528483.5  | 4.999   | 546,000.00   |
| 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   | 125,709.07     | 475.00       | 528483.5  | 8.38      | 846,000.00     |            |
| Department number: 50  | IMPACT FEES                     | 954,168.00     | 546,024.57   | 1,500,192.57   | 125,709.07     | 475.00       | 528483.5  | 8.38      | 846,000.00     |            |
|                        | Expense Subtotal - - - - -      | 954,168.00     | 546,024.57   | 1,500,192.57   | 125,709.07     | 475.00       | 528483.5  | 8.38      | 846,000.00     |            |
| Fund number: 660       | E THOROUGHFARE IMPACT FEES      | (203,270.00)   | 546,024.57   | 342,754.57     | (384,664.59)   | (77,645.06)  | 528483.5  |           | 198,935.66     |            |
| 670-4530-10-00         | Police Donation Inc             | (15,000.00)    |              | (15,000.00)    | (4,626.00)     | (1,092.00)   |           | 30.84     | (10,374.00)    |            |
| 670-4531-10-00         | Fire Donations                  | (13,200.00)    |              | (13,200.00)    | (4,464.00)     | (1,114.00)   |           | 33.818    | (8,736.00)     |            |
| 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)    | (9,500.93)     | (2,206.00)   |           | 23.634    | (30,699.07)    |            |
| 670-4610-10-00         | Interest Income                 | (5,400.00)     |              | (5,400.00)     | (2,795.74)     | (637.91)     |           | 51.773    | (2,604.26)     |            |
|                        | Subtotal object - 04            | (5,400.00)     |              | (5,400.00)     | (2,795.74)     | (637.91)     |           | 51.773    | (2,604.26)     |            |
| 670-4916-10-00         | Cash Seizure Forfeit-PD         |                |              |                | (8,829.00)     | (8,829.00)   |           | 0         | 8,829.00       |            |
|                        | Subtotal object - 04            |                |              |                | (8,829.00)     | (8,829.00)   |           | 0         | 8,829.00       |            |
| Program number:        | DEFAULT PROGRAM                 | (45,600.00)    |              | (45,600.00)    | (21,125.67)    | (11,672.91)  |           | 46.328    | (24,474.33)    |            |
| Department number: 10  | ADMINISTRATION                  | (45,600.00)    |              | (45,600.00)    | (21,125.67)    | (11,672.91)  |           | 46.328    | (24,474.33)    |            |
|                        | Revenue Subtotal - - - - -      | (45,600.00)    |              | (45,600.00)    | (21,125.67)    | (11,672.91)  |           | 46.328    | (24,474.33)    |            |
| 670-5205-10-00         | Police Donation Exp             | 60,416.00      |              | 60,416.00      | 384.00         | 384.00       |           | 0.636     | 60,032.00      |            |
| 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       | 575.00         |              |           | 11.5      | 4,425.00       |            |
| 670-5212-10-00         | Tree Mitigation Expense         | 50,000.00      |              | 50,000.00      |                |              |           | 0         | 50,000.00      |            |
| 670-5292-10-00         | PD Seizure Expense              | 1,646.00       | 8,817.00     | 10,463.00      |                |              | 8817      | 0         | 1,646.00       |            |
|                        | Subtotal object - 05            | 134,888.00     | 8,817.00     | 143,705.00     | 959.00         | 384.00       | 8817      | 0.667     | 133,929.00     |            |
| Program number:        | DEFAULT PROGRAM                 | 134,888.00     | 8,817.00     | 143,705.00     | 959.00         | 384.00       | 8817      | 0.667     | 133,929.00     |            |
| Department number: 10  | ADMINISTRATION                  | 134,888.00     | 8,817.00     | 143,705.00     | 959.00         | 384.00       | 8817      | 0.667     | 133,929.00     |            |
|                        | Expense Subtotal - - - - -      | 134,888.00     | 8,817.00     | 143,705.00     | 959.00         | 384.00       | 8817      | 0.667     | 133,929.00     |            |
| Fund number: 670       | SPECIAL REVENUE-DONATIONS       | 89,288.00      | 8,817.00     | 98,105.00      | (20,166.67)    | (11,288.91)  | 8817      | -20.556   | 109,454.67     |            |
| 680-4041-50-00         | W Thoroughfare Impact Fees      | (2,500,000.00) |              | (2,500,000.00) | (1,120,445.57) | (525,669.03) |           | 44.818    | (1,379,554.43) |            |
|                        | Subtotal object - 04            | (2,500,000.00) |              | (2,500,000.00) | (1,120,445.57) | (525,669.03) |           | 44.818    | (1,379,554.43) |            |
| 680-4610-50-00         | Interest                        | (30,000.00)    |              | (30,000.00)    | (13,678.48)    | (3,231.12)   |           | 45.595    | (16,321.52)    |            |
|                        | Subtotal object - 04            | (30,000.00)    |              | (30,000.00)    | (13,678.48)    | (3,231.12)   |           | 45.595    | (16,321.52)    |            |
| 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) | (1,134,124.05) | (528,900.15) |           | 42.943    | (1,506,855.95) |            |
| Department number: 50  | IMPACT FEES                     | (2,640,980.00) |              | (2,640,980.00) | (1,134,124.05) | (528,900.15) |           | 42.943    | (1,506,855.95) |            |
|                        | Revenue Subtotal - - - - -      | (2,640,980.00) |              | (2,640,980.00) | (1,134,124.05) | (528,900.15) |           | 42.943    | (1,506,855.95) |            |
| 680-5410-50-00-2012-ST | Fishtrap (Elem-DNT)             |                | 100,000.00   |                |                |              |           | 0         |                |            |
| 680-5410-50-00-2013-ST | Prof. Svcs Teel 380 Inter Imp   |                | 100,000.00   | 100,000.00     |                |              |           | 0         | 100,000.00     |            |
| 680-5489-50-00         | DEVELOPER AGREEMENT REIMBURSE   | 750,000.00     | (750,000.00) |                |                |              |           | 0         |                |            |
| 680-5489-50-00-8006-DV | Development Agrmnt Parks/Legac  | 300,000.00     |              | 300,000.00     |                |              |           | 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 Agrmnt 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     | 476,795.67     |              |           | 63.573    | 273,204.33     |            |
|                        | Subtotal object - 05            | 2,500,000.00   |              | 2,500,000.00   | 476,795.67     |              |           | 19.072    | 2,023,204.33   |            |
| 680-6410-50-00-1708-ST | Land Acq. Cook Lane             |                |              |                | 0.86           |              |           | 0         | (0.86)         |            |
|                        | Subtotal object - 06            |                |              |                | 0.86           |              |           | 0         | (0.86)         |            |
| 680-6610-50-00-1708-ST | Cook Lane (First - End)         |                | 667,822.26   | 667,822.26     | 17,637.63      | 260.94       | 673814.63 | 2.641     | (23,630.00)    |            |
| 680-6610-50-00-1928-TR | Traffic Signal (Fishtrap/Teel)  | 250,000.00     |              | 250,000.00     |                |              | 109377.1  | 0         | 140,622.90     |            |
| 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/Wndsnn) | 50,000.00      |              | 50,000.00      |                |              |           | 0         | 50,000.00      |            |
| 680-6610-50-00-2013-ST | Teel - 380 Intersection Imp     | 100,000.00     | (100,000.00) |                |                |              |           | 0         |                |            |
|                        | Subtotal object - 06            | 700,000.00     |              | 567,822.26     | 1,267,822.26   | 17,637.63    | 260.94    | 783191.73 | 1.391          | 466,992.90 |
| 680-7144-50-00         | Transfer to Capital Proj Fund   |                | 100,000.00   | 100,000.00     | 100,000.00     |              |           | 100       |                |            |
|                        | Subtotal object - 07            |                | 100,000.00   | 100,000.00     | 100,000.00     |              |           | 100       |                |            |
| Program number:        | DEFAULT PROGRAM                 | 3,200,000.00   | 667,822.26   | 3,867,822.26   | 594,434.16     | 260.94       | 783191.73 | 15.369    | 2,490,196.37   |            |
| Department number: 50  | IMPACT FEES                     | 3,200,000.00   | 667,822.26   | 3,867,822.26   | 594,434.16     | 260.94       | 783191.73 | 15.369    | 2,490,196.37   |            |
|                        | Expense Subtotal - - - - -      | 3,200,000.00   | 667,822.26   | 3,867,822.26   | 594,434.16     | 260.94       | 783191.73 | 15.369    | 2,490,196.37   |            |

|                        |                                |                |                 |                 |                |              |           |         |                 |
|------------------------|--------------------------------|----------------|-----------------|-----------------|----------------|--------------|-----------|---------|-----------------|
| Fund number: 680       | W THOROUGHFARE IMPACT FEES     | 559,020.00     | 667,822.26      | 1,226,842.26    | (539,689.89)   | (528,639.21) | 783191.73 | -43.99  | 983,340.42      |
| 730-4530-10-00         | Employee Health Contributions  | (555,930.00)   |                 | (555,930.00)    | (185,379.23)   | (45,797.13)  |           | 33.346  | (370,550.77)    |
| 730-4531-10-00         | Employee Dental Contributions  | (99,166.00)    |                 | (99,166.00)     | (27,460.42)    | (8,014.04)   |           | 27.691  | (71,705.58)     |
| 730-4535-10-00         | Employer Health Contributions  | (2,243,374.00) |                 | (2,243,374.00)  | (768,886.81)   | (311,463.06) |           | 34.274  | (1,474,487.19)  |
| 730-4536-10-00         | Employer Dental Contributions  | (92,591.00)    |                 | (92,591.00)     | (25,261.26)    | (7,429.74)   |           | 27.283  | (67,329.74)     |
| 730-4537-10-00         | Employer HSA Contributions     | (193,421.00)   |                 | (193,421.00)    |                |              |           | 0       | (193,421.00)    |
| 730-4540-10-00         | Contractor Insurance Premium   |                |                 |                 | (7,562.86)     | (1,896.88)   |           | 0       | 7,562.86        |
|                        | Subtotal object - 04           | (3,184,482.00) |                 | (3,184,482.00)  | (1,014,550.58) | (374,600.85) |           | 31.859  | (2,169,931.42)  |
| 730-4610-10-00         | Interest Income                | (7,000.00)     |                 | (7,000.00)      | (4,396.42)     | (942.98)     |           | 62.806  | (2,603.58)      |
|                        | Subtotal object - 04           | (7,000.00)     |                 | (7,000.00)      | (4,396.42)     | (942.98)     |           | 62.806  | (2,603.58)      |
| Program number:        | DEFAULT PROGRAM                | (3,191,482.00) |                 | (3,191,482.00)  | (1,018,947.00) | (375,543.83) |           | 31.927  | (2,172,535.00)  |
| Department number: 10  | ADMINISTRATION                 | (3,191,482.00) |                 | (3,191,482.00)  | (1,018,947.00) | (375,543.83) |           | 31.927  | (2,172,535.00)  |
|                        | Revenue Subtotal - - - - -     | (3,191,482.00) |                 | (3,191,482.00)  | (1,018,947.00) | (375,543.83) |           | 31.927  | (2,172,535.00)  |
| 730-5160-10-00         | Health Insurance               | 2,570,237.00   |                 | 2,570,237.00    | 615,386.63     | 176,480.74   |           | 23.943  | 1,954,850.37    |
| 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      | 163,461.20     | 160,113.14   |           | 84.511  | 29,959.80       |
| 730-5165-10-00         | Dental Insurance               | 191,758.00     |                 | 191,758.00      | 60,460.91      | 15,770.16    |           | 31.553  | 131,297.09      |
| 730-5170-10-00         | Life Insurance/AD&D            | 42,000.00      |                 | 42,000.00       | 9,514.32       | 3,239.99     |           | 22.653  | 32,485.68       |
| 730-5185-10-00         | Long/Short Term Disability     | 31,200.00      |                 | 31,200.00       | 7,286.73       | 2,499.37     |           | 23.355  | 23,913.27       |
|                        | Subtotal object - 05           | 3,029,606.00   |                 | 3,029,606.00    | 856,109.79     | 358,103.40   |           | 28.258  | 2,173,496.21    |
| 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       | 16,977.65      | 1,049.35     | 3800      | 34.553  | 28,357.35       |
|                        | Subtotal object - 05           | 70,335.00      | 3,800.00        | 74,135.00       | 36,977.65      | 1,049.35     | 3800      | 49.879  | 33,357.35       |
| 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    | 893,087.44     | 359,152.75   | 3800      | 28.664  | 2,218,853.56    |
| Department number: 10  | ADMINISTRATION                 | 3,111,941.00   | 3,800.00        | 3,115,741.00    | 893,087.44     | 359,152.75   | 3800      | 28.664  | 2,218,853.56    |
|                        | Expense Subtotal - - - - -     | 3,111,941.00   | 3,800.00        | 3,115,741.00    | 893,087.44     | 359,152.75   | 3800      | 28.664  | 2,218,853.56    |
| Fund number: 730       | EMPLOYEE HEALTH/INSURANCE FUND | (79,541.00)    | 3,800.00        | (75,741.00)     | (125,859.56)   | (16,391.08)  | 3800      | 166.171 | 46,318.56       |
| 750-4610-10-00         | Interest Income                |                |                 |                 | (106,532.81)   | (19,594.70)  |           | 0       | 106,532.81      |
| 750-4612-10-00         | Interest-2006 Bond             |                |                 |                 | (300.88)       | (72.71)      |           | 0       | 300.88          |
| 750-4618-10-00         | Interest TXDOT Contributions   |                |                 |                 | (317.79)       | (77.14)      |           | 0       | 317.79          |
|                        | Subtotal object - 04           |                |                 |                 | (107,151.48)   | (19,744.55)  |           | 0       | 107,151.48      |
| 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)  | (1,883,650.16) | (457,591.01) |           | 105.142 | 92,125.16       |
| 750-4997-10-00         | Transfers In - Bond Funds      |                |                 |                 | (3,270,804.30) |              |           | 0       | 3,270,804.30    |
| 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) | (5,323,622.46) | (457,591.01) |           | 37.097  | (9,027,070.54)  |
| Program number:        | DEFAULT PROGRAM                | 12,783,598.00  | (27,134,291.00) | (14,350,693.00) | (5,430,773.94) | (477,335.56) |           | 37.843  | (8,919,919.06)  |
| Department number: 10  | CAPITAL PROJECTS               | 12,783,598.00  | (27,134,291.00) | (14,350,693.00) | (5,430,773.94) | (477,335.56) |           | 37.843  | (8,919,919.06)  |
|                        | Revenue Subtotal - - - - -     | 12,783,598.00  | (27,134,291.00) | (14,350,693.00) | (5,430,773.94) | (477,335.56) |           | 37.843  | (8,919,919.06)  |
| 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)     |
| 750-5405-10-00-2009-ST | Land Acq. Fishtrap, Seg 1      |                |                 |                 | 346,985.50     |              |           | 0       | (346,985.50)    |
| 750-5410-10-00-1723-PK | HWY 289 Gateway Monument       |                | 1,125.00        | 1,125.00        | 125.00         |              | 1000      | 11.111  |                 |
| 750-5410-10-00-1813-PK | US380 Median Design            |                | 6,000.00        | 6,000.00        | 350.00         |              | 6000      | 5.833   | (350.00)        |
| 750-5410-10-00-1823-ST | Victory Way (Coleman-Frontier) |                | 68,812.40       | 68,812.40       |                |              | 66412.4   | 0       | 2,400.00        |
| 750-5410-10-00-1824-ST | Fishtrap - Teel Int Improve    | 96,450.00      | 13,174.81       | 109,624.81      |                |              | 13174.81  | 0       | 96,450.00       |
| 750-5410-10-00-1825-ST | Coleman (Gorgeous-Prosper Trl) |                | 4,585.41        | 4,585.41        | 1,157.16       |              | 4585.41   | 25.236  | (1,157.16)      |
| 750-5410-10-00-1830-ST | Prosper Trl (DNT Intersection) |                | 4,804.80        | 4,804.80        |                |              | 4804.8    | 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        | 35.00          | 35.00        | 5975      | 0.586   | (35.00)         |
| 750-5410-10-00-1923-ST | Fishtrap Section 1 & 4         |                | 202,500.00      | 202,500.00      | 165,500.00     | 17,300.00    | 185200    | 81.728  | (148,200.00)    |
| 750-5410-10-00-1926-PK | Whitley Place H&B Trail Extens | 10,000.00      | (10,000.00)     |                 |                |              |           | 0       |                 |
| 750-5410-10-00-1928-TR | Traffic Signal Fishtrap/Teel   |                | 21,122.00       | 21,122.00       | 11,250.00      |              | 21122     | 53.262  | (11,250.00)     |

|                        |                                |               |                |                |                |              |            |         |                |
|------------------------|--------------------------------|---------------|----------------|----------------|----------------|--------------|------------|---------|----------------|
| 750-5410-10-00-2012-ST | Fishtrap (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      |                |              | 17915      | 0       |                |
| 750-5419-10-00-1512-ST | First Street (DNT to Coleman)  |               | 118,546.49     | 118,546.49     |                |              | 118546.49  | 0       |                |
| 750-5430-10-00-1507-ST | Legal Fees-W Prosper Rd Improv |               |                |                | 4,515.11       |              |            | 0       | (4,515.11)     |
| 750-5430-10-00-1708-ST | Lgl Fees Cook Lane (First-End) |               |                |                | 779.00         |              |            | 0       | (779.00)       |
| 750-5430-10-00-1721-ST | Acacia Parkway Legal Fees      |               |                |                | 41,694.88      | 14,095.76    |            | 0       | (41,694.88)    |
| 750-5430-10-00-1830-ST | Legal - Prosper Trl (DNT inte) |               |                |                | 95.00          |              |            | 0       | (95.00)        |
| 750-5430-10-00-1923-ST | Legal - Fishtrap Sec. 1 and 4  |               |                |                | 7,011.61       | 653.40       |            | 0       | (7,011.61)     |
| 750-5430-10-00-1933-ST | Legal Fishtrap (seg 2) PISD    |               |                |                | 1,634.00       | 798.00       |            | 0       | (1,634.00)     |
| 750-5435-10-00-1823-ST | Legal Notices - 1823ST         |               |                |                | 228.00         | 228.00       |            | 0       | (228.00)       |
|                        | Subtotal object - 05           | 2,773,450.00  | 1,104,560.91   | 3,878,010.91   | 611,610.26     | 33,110.16    | 444735.91  | 15.771  | 2,821,664.74   |
| 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     | 177,574.41     | 21,752.38    | 5472.39    | 78.122  | 44,258.48      |
| 750-6160-10-00-1901-EQ | Aerial Ladder Truck            |               | 982,701.29     | 982,701.29     | 982,701.29     |              | -11829     | 100     | 11,829.00      |
|                        | Subtotal object - 06           |               | 1,453,379.57   | 1,453,379.57   | 1,160,275.70   | 1,004,453.67 | -6356.61   | 79.833  | 299,460.48     |
| 750-6610-10-00-1412-ST | Downtown Enhancements          |               | 20,040.00      | 20,040.00      | (1,960.00)     |              | 20040      | -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   | 1,319,518.89   |              | 170412.63  | 37.845  | 1,996,718.72   |
| 750-6610-10-00-1511-ST | Prosper Trail (Kroger to Coit) | 208,166.00    | 1,048,023.26   | 1,256,189.26   | 349,801.51     |              | 680769.75  | 27.846  | 225,618.00     |
| 750-6610-10-00-1513-ST | Old Town Streets               |               | 15,903.99      | 15,903.99      | 3,260.30       | 3,260.30     | 14994.29   | 20.5    | (2,350.60)     |
| 750-6610-10-00-1701-ST | Eighth Street (Church-PISD)    |               | 5,758.55       | 5,758.55       | 3,656.71       |              | 5758.54    | 63.501  | (3,656.70)     |
| 750-6610-10-00-1702-ST | Field Street (First-Broadway)  |               | 1,547.20       | 1,547.20       | 1,557.25       |              | 1547.2     | 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     | 53,776.00      | 22,438.75    | 278317.69  | 18.663  | (43,947.25)    |
| 750-6610-10-00-1714-FC | Town Hall FFE                  |               | 18,847.71      | 18,847.71      | 11,994.56      | 894.00       | 17676.63   | 63.639  | (10,823.48)    |
| 750-6610-10-00-1723-PK | HWY 289 Gateway Monument       |               | 164,987.38     | 164,987.38     | 143,645.19     | 139,217.54   | 25769.84   | 87.064  | (4,427.65)     |
| 750-6610-10-00-1801-PK | Whitley Place H&B Trail Extens |               | 8,437.50       | 8,437.50       | 2,312.50       |              | 8437.5     | 27.407  | (2,312.50)     |
| 750-6610-10-00-1803-ST | Fifth St (Coleman-Church)      |               | 2,511.69       | 2,511.69       | 7,191.09       |              | 2511.69    | 286.305 | (7,191.09)     |
| 750-6610-10-00-1804-ST | Third St (Main-Coleman)        |               | 5,714.20       | 5,714.20       |                |              | 5714.2     | 0       |                |
| 750-6610-10-00-1809-FC | Parks and Public Works Complex |               |                |                | 5.19           |              |            | 0       | (5.19)         |
| 750-6610-10-00-1818-PK | Turf Irrigation SH289          |               | 80,000.00      | 80,000.00      |                |              |            | 0       | 80,000.00      |
| 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  | 50,000.00      | 1,400,000.00   |                |              |            | 0       | 1,400,000.00   |
| 750-6610-10-00-1825-ST | Coleman (Gorgeous-Prosper Trl) |               | 10,570.00      | 10,570.00      | 10,570.00      |              | 10570      | 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  | 2,943,035.64   |              | 9341768.11 | 28.321  | (1,892,954.93) |
| 750-6610-10-00-1906-FC | Public Safety Complex FFE      |               | 1,165,000.00   | 1,165,000.00   |                |              | 554191.73  | 0       | 610,808.27     |
| 750-6610-10-00-1909-TR | Traffic Signal (Coit & First)  |               | 288,244.00     | 288,244.00     | 70,192.51      |              | 288244     | 24.352  | (70,192.51)    |
| 750-6610-10-00-1926-PK | Whitley Place H&B Trail Extens | 270,000.00    | 10,000.00      | 280,000.00     |                |              | 15725      | 0       | 264,275.00     |
| 750-6610-10-00-1929-ST | BNSF Quiet Zone First/Fifth    |               | 145,000.00     | 145,000.00     |                |              |            | 0       | 145,000.00     |
| 750-6610-10-00-2008-ST | Prosper Trl(Coit-Custer) 2Lns  | 4,750,000.00  | 1,372,000.00   | 6,122,000.00   | 10,800.00      |              | 111200     | 0.176   | 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     |                |              | 13800      | 0       | 134,127.00     |
|                        | Subtotal object - 06           | 14,962,784.00 | 18,057,539.98  | 33,020,323.98  | 4,929,357.34   | 165,810.59   | 11567448.8 | 14.928  | 16,523,517.84  |
| Program number:        | DEFAULT PROGRAM                | 17,736,234.00 | 20,615,480.46  | 38,351,714.46  | 6,701,243.30   | 1,203,374.42 | 12005828.1 | 17.473  | 19,644,643.06  |
| Department number: 10  | CAPITAL PROJECTS               | 17,736,234.00 | 20,615,480.46  | 38,351,714.46  | 6,701,243.30   | 1,203,374.42 | 12005828.1 | 17.473  | 19,644,643.06  |
|                        | Expense                        | 17,736,234.00 | 20,615,480.46  | 38,351,714.46  | 6,701,243.30   | 1,203,374.42 | 12005828.1 | 17.473  | 19,644,643.06  |
| Fund number: 750       | CAPITAL PROJECTS               | 30,519,832.00 | (6,518,810.54) | 24,001,021.46  | 1,270,469.36   | 726,038.86   | 12005828.1 | 5.293   | 10,724,724.00  |
| 760-4610-10-00         | Interest Income                |               |                |                | (67,373.28)    | (14,601.33)  |            | 0       | 67,373.28      |
|                        | Subtotal object - 04           |               |                |                | (67,373.28)    | (14,601.33)  |            | 0       | 67,373.28      |
| 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      |               |                |                | (4,602,966.29) |              |            | 0       | 4,602,966.29   |
|                        | Subtotal object - 04           |               | (3,051,275.00) | (3,051,275.00) | (7,654,241.29) |              |            | 250.854 | 4,602,966.29   |

|                        |                                |                |                |                |                |            |              |
|------------------------|--------------------------------|----------------|----------------|----------------|----------------|------------|--------------|
| Program number:        | DEFAULT PROGRAM                | (3,051,275.00) | (3,051,275.00) | (7,721,614.57) | (14,601.33)    | 253.062    | 4,670,339.57 |
| Department number: 10  | CAPITAL PROJECTS-W/S           | (3,051,275.00) | (3,051,275.00) | (7,721,614.57) | (14,601.33)    | 253.062    | 4,670,339.57 |
|                        | Revenue Subtotal - - - - -     | (3,051,275.00) | (3,051,275.00) | (7,721,614.57) | (14,601.33)    | 253.062    | 4,670,339.57 |
| 760-5430-10-00-1716-WA | Legal - 24" WL Conn. Cnty Line |                |                | 2,052.00       |                | 0          | (2,052.00)   |
|                        | Subtotal object - 05           |                |                | 2,052.00       |                | 0          | (2,052.00)   |
| 760-6410-10-00-1716-WA | Water Supply Line Ph I Esment  |                |                | 132.00         |                | 0          | (132.00)     |
|                        | Subtotal object - 06           |                |                | 132.00         |                | 0          | (132.00)     |
| 760-6610-10-00-1501-WA | Lower Pressure Pln 42" Trns Ln | 1,434,400.00   | 1,434,400.00   | 35,923.43      | 1398476.57     | 2.504      |              |
| 760-6610-10-00-1613-DR | Old Town Drainage-Church/Parvi | 427,564.00     | 9,800.00       | 437,364.00     | 4,750.00       | 9800       | 1.086        |
| 760-6610-10-00-1708-WA | EW Collector (Cook - DNT)      |                | 411,000.00     | 411,000.00     |                | 40676.3    | 0            |
| 760-6610-10-00-1715-WA | Fishtrap Elevated Storage Tank |                | 4,673,862.41   | 4,673,862.41   | 589,532.00     | 4559084.41 | 12.613       |
| 760-6610-10-00-1716-WA | Water Supply Line Phase I      |                | 4,806,792.64   | 4,806,792.64   | 2,608,063.86   | 2737680.87 | 54.258       |
| 760-6610-10-00-1718-DR | Old Town Regional Retention    | 479,365.00     | 21,400.00      | 500,765.00     |                | 21400      | 0            |
| 760-6610-10-00-1902-WA | Custer Rd Meter Stat/WL Reloc  |                | 2,713,367.22   | 2,713,367.22   | 22,486.50      | 189605.72  | 0.829        |
| 760-6610-10-00-1903-WW | Church/Parvin WW Reconstruct   | 100,000.00     |                | 100,000.00     |                |            | 0            |
| 760-6610-10-00-1924-WA | Fifth Street Water Line        |                | 6,830.00       | 6,830.00       | 6,900.00       | 6,900.00   | 4830         |
| 760-6610-10-00-1930-WA | Broadway (Parvin-Craig)        |                | 150,000.00     | 150,000.00     |                |            | 101.025      |
|                        | Subtotal object - 06           | 1,006,929.00   | 14,227,452.27  | 15,234,381.27  | 3,267,655.79   | 6,900.00   | 8961553.87   |
| Program number:        | DEFAULT PROGRAM                | 1,006,929.00   | 14,227,452.27  | 15,234,381.27  | 3,269,839.79   | 6,900.00   | 8961553.87   |
| Department number: 10  | CAPITAL PROJECTS-W/S           | 1,006,929.00   | 14,227,452.27  | 15,234,381.27  | 3,269,839.79   | 6,900.00   | 8961553.87   |
|                        | Expense Subtotal - - - - -     | 1,006,929.00   | 14,227,452.27  | 15,234,381.27  | 3,269,839.79   | 6,900.00   | 8961553.87   |
| Fund number: 760       | CAPITAL PROJECTS - WATER/SEWER | 1,006,929.00   | 11,176,177.27  | 12,183,106.27  | (4,451,774.78) | (7,701.33) | 8961553.87   |
| 770-4610-10-00         | Interest Income                |                |                |                | (1,008.42)     | (240.80)   | 0            |
|                        | Subtotal object - 04           |                |                |                | (1,008.42)     | (240.80)   | 0            |
| Program number:        | DEFAULT PROGRAM                |                |                |                | (1,008.42)     | (240.80)   | 0            |
| Department number: 10  | ADMINISTRATION                 |                |                |                | (1,008.42)     | (240.80)   | 0            |
|                        | Revenue Subtotal - - - - -     |                |                |                | (1,008.42)     | (240.80)   | 0            |
| 770-7144-10-00         | Transfer to Capital Projects   |                |                |                | 3,669.24       |            | 0            |
|                        | Subtotal object - 07           |                |                |                | 3,669.24       |            | 0            |
| Program number:        | DEFAULT PROGRAM                |                |                |                | 3,669.24       |            | 0            |
| Department number: 10  | ADMINISTRATION                 |                |                |                | 3,669.24       |            | 0            |
|                        | Expense Subtotal - - - - -     |                |                |                | 3,669.24       |            | 0            |
| Fund number: 770       | 2015 CERTIFICATES OF OBLIG     |                |                |                | 2,660.82       | (240.80)   | 0            |
| 771-4610-10-00         | Interest Income                |                |                |                | (26.04)        | (6.13)     | 0            |
|                        | Subtotal object - 04           |                |                |                | (26.04)        | (6.13)     | 0            |
| Program number:        | DEFAULT PROGRAM                |                |                |                | (26.04)        | (6.13)     | 0            |
| Department number: 10  | ADMINISTRATION                 |                |                |                | (26.04)        | (6.13)     | 0            |
|                        | Revenue Subtotal - - - - -     |                |                |                | (26.04)        | (6.13)     | 0            |
| Fund number: 771       | 2016 CERTIFICATES OF OBLIG     |                |                |                | (26.04)        | (6.13)     | 0            |
| 772-4610-10-00         | Interest Income                |                |                |                | (93.21)        | (2.71)     | 0            |
|                        | Subtotal object - 04           |                |                |                | (93.21)        | (2.71)     | 0            |
| Program number:        | DEFAULT PROGRAM                |                |                |                | (93.21)        | (2.71)     | 0            |
| Department number: 10  | ADMINISTRATION                 |                |                |                | (93.21)        | (2.71)     | 0            |
|                        | Revenue Subtotal - - - - -     |                |                |                | (93.21)        | (2.71)     | 0            |
| 772-7144-10-00         | Transfer to Capital Projects   |                |                |                | 60,192.70      |            | 0            |
|                        | Subtotal object - 07           |                |                |                | 60,192.70      |            | 0            |
| Program number:        | DEFAULT PROGRAM                |                |                |                | 60,192.70      |            | 0            |
| Department number: 10  | ADMINISTRATION                 |                |                |                | 60,192.70      |            | 0            |
|                        | Expense Subtotal - - - - -     |                |                |                | 60,192.70      |            | 0            |
| Fund number: 772       | 2017 CERTIFICATES OF OBLIG     |                |                |                | 60,099.49      | (2.71)     | 0            |
| 773-4611-98-02         | Interest - 2016 CO Proceeds    |                |                |                | (1,299.08)     | (302.56)   | 0            |
|                        | Subtotal object - 04           |                |                |                | (1,299.08)     | (302.56)   | 0            |
| Program number: 2      | STORM DRAINAGE                 |                |                |                | (1,299.08)     | (302.56)   | 0            |
| Department number: 98  | ENGINEERING                    |                |                |                | (1,299.08)     | (302.56)   | 0            |
|                        | Revenue Subtotal - - - - -     |                |                |                | (1,299.08)     | (302.56)   | 0            |
| Fund number: 773       | 2016 CO BONDS - DRAINAGE       |                |                |                | (1,299.08)     | (302.56)   | 0            |

|                       |                              |              |             |   |                |
|-----------------------|------------------------------|--------------|-------------|---|----------------|
| 774-4612-98-02        | Interest - 2017 CO Proceeds  | (1,562.52)   | (241.27)    | 0 | 1,562.52       |
|                       | Subtotal object - 04         | (1,562.52)   | (241.27)    | 0 | 1,562.52       |
| Program number: 2     | STORM DRAINAGE               | (1,562.52)   | (241.27)    | 0 | 1,562.52       |
| Department number: 98 | ENGINEERING                  | (1,562.52)   | (241.27)    | 0 | 1,562.52       |
|                       | Revenue Subtotal - - - - -   | (1,562.52)   | (241.27)    | 0 | 1,562.52       |
| Fund number: 774      | 2017 CO BOND - DRAINAGE      | (1,562.52)   | (241.27)    | 0 | 1,562.52       |
| 775-4610-10-00        | Interest Income              | (3,248.28)   | (677.56)    | 0 | 3,248.28       |
|                       | Subtotal object - 04         | (3,248.28)   | (677.56)    | 0 | 3,248.28       |
| Program number:       | DEFAULT PROGRAM              | (3,248.28)   | (677.56)    | 0 | 3,248.28       |
| Department number: 10 | ADMINISTRATION               | (3,248.28)   | (677.56)    | 0 | 3,248.28       |
|                       | Revenue Subtotal - - - - -   | (3,248.28)   | (677.56)    | 0 | 3,248.28       |
| 775-7144-10-00        | Transfer to Capital Projects | 11,657.35    |             | 0 | (11,657.35)    |
|                       | Subtotal object - 07         | 11,657.35    |             | 0 | (11,657.35)    |
| Program number:       | DEFAULT PROGRAM              | 11,657.35    |             | 0 | (11,657.35)    |
| Department number: 10 | ADMINISTRATION               | 11,657.35    |             | 0 | (11,657.35)    |
|                       | Expense Subtotal - - - - -   | 11,657.35    |             | 0 | (11,657.35)    |
| Fund number: 775      | 2018 CERTIFICATES OF OBLIG   | 8,409.07     | (677.56)    | 0 | (8,409.07)     |
| 776-4610-10-00        | Interest Income              | (19,144.11)  | (3,329.32)  | 0 | 19,144.11      |
|                       | Subtotal object - 04         | (19,144.11)  | (3,329.32)  | 0 | 19,144.11      |
| Program number:       | DEFAULT PROGRAM              | (19,144.11)  | (3,329.32)  | 0 | 19,144.11      |
| Department number: 10 | ADMINISTRATION               | (19,144.11)  | (3,329.32)  | 0 | 19,144.11      |
|                       | Revenue Subtotal - - - - -   | (19,144.11)  | (3,329.32)  | 0 | 19,144.11      |
| 776-7144-10-00        | Transfer to Capital Projects | 1,751,253.94 |             | 0 | (1,751,253.94) |
|                       | Subtotal object - 07         | 1,751,253.94 |             | 0 | (1,751,253.94) |
| Program number:       | DEFAULT PROGRAM              | 1,751,253.94 |             | 0 | (1,751,253.94) |
| Department number: 10 | ADMINISTRATION               | 1,751,253.94 |             | 0 | (1,751,253.94) |
|                       | Expense Subtotal - - - - -   | 1,751,253.94 |             | 0 | (1,751,253.94) |
| Fund number: 776      | 2018 CO - WATER              | 1,732,109.83 | (3,329.32)  | 0 | (1,732,109.83) |
| 777-4610-10-00        | Interest Income              | (18,979.66)  | (2,772.41)  | 0 | 18,979.66      |
|                       | Subtotal object - 04         | (18,979.66)  | (2,772.41)  | 0 | 18,979.66      |
| Program number:       | DEFAULT PROGRAM              | (18,979.66)  | (2,772.41)  | 0 | 18,979.66      |
| Department number: 10 | ADMINISTRATION               | (18,979.66)  | (2,772.41)  | 0 | 18,979.66      |
|                       | Revenue Subtotal - - - - -   | (18,979.66)  | (2,772.41)  | 0 | 18,979.66      |
| 777-7144-10-00        | Transfer to Capital Projects | 2,848,043.11 |             | 0 | (2,848,043.11) |
|                       | Subtotal object - 07         | 2,848,043.11 |             | 0 | (2,848,043.11) |
| Program number:       | DEFAULT PROGRAM              | 2,848,043.11 |             | 0 | (2,848,043.11) |
| Department number: 10 | ADMINISTRATION               | 2,848,043.11 |             | 0 | (2,848,043.11) |
|                       | Expense Subtotal - - - - -   | 2,848,043.11 |             | 0 | (2,848,043.11) |
| Fund number: 777      | CO BONDS - WATER             | 2,829,063.45 | (2,772.41)  | 0 | (2,829,063.45) |
| 779-4610-10-00        | Interest Income              | (82,690.14)  | (17,673.12) | 0 | 82,690.14      |
|                       | Subtotal object - 04         | (82,690.14)  | (17,673.12) | 0 | 82,690.14      |
| Program number:       | DEFAULT PROGRAM              | (82,690.14)  | (17,673.12) | 0 | 82,690.14      |
| Department number: 10 | ADMINISTRATION               | (82,690.14)  | (17,673.12) | 0 | 82,690.14      |
|                       | Revenue Subtotal - - - - -   | (82,690.14)  | (17,673.12) | 0 | 82,690.14      |
| 779-7144-10-00        | Transfer to Capital Projects | 2,197,015.94 |             | 0 | (2,197,015.94) |
|                       | Subtotal object - 07         | 2,197,015.94 |             | 0 | (2,197,015.94) |
| Program number:       | DEFAULT PROGRAM              | 2,197,015.94 |             | 0 | (2,197,015.94) |
| Department number: 10 | ADMINISTRATION               | 2,197,015.94 |             | 0 | (2,197,015.94) |
|                       | Expense Subtotal - - - - -   | 2,197,015.94 |             | 0 | (2,197,015.94) |
| Fund number: 779      | CO BONDS                     | 2,114,325.80 | (17,673.12) | 0 | (2,114,325.80) |
| 780-4610-10-00        | Interest Income              | (5,126.34)   | (945.66)    | 0 | 5,126.34       |
|                       | Subtotal object - 04         | (5,126.34)   | (945.66)    | 0 | 5,126.34       |
| Program number:       | DEFAULT PROGRAM              | (5,126.34)   | (945.66)    | 0 | 5,126.34       |
| Department number: 10 | ADMINISTRATION               | (5,126.34)   | (945.66)    | 0 | 5,126.34       |
|                       | Revenue Subtotal - - - - -   | (5,126.34)   | (945.66)    | 0 | 5,126.34       |
| 780-7144-10-00        | Transfer to Capital Projects | 346,985.50   |             | 0 | (346,985.50)   |



|                       |                               |                    |                |                |                |              |        |                |
|-----------------------|-------------------------------|--------------------|----------------|----------------|----------------|--------------|--------|----------------|
|                       | Subtotal object - 07          |                    |                | 346,985.50     |                |              | 0      | (346,985.50)   |
| Program number:       | DEFAULT PROGRAM               |                    |                | 346,985.50     |                |              | 0      | (346,985.50)   |
| Department number: 10 | ADMINISTRATION                |                    |                | 346,985.50     |                |              | 0      | (346,985.50)   |
|                       | Expense                       | Subtotal - - - - - |                | 346,985.50     |                |              | 0      | (346,985.50)   |
| Fund number: 780      | 2015 GENERAL OBLIGATIONS      |                    |                | 341,859.16     | (945.66)       |              | 0      | (341,859.16)   |
| 782-4610-10-00        | Interest Income               |                    |                | (2,629.28)     | (578.05)       |              | 0      | 2,629.28       |
|                       | Subtotal object - 04          |                    |                | (2,629.28)     | (578.05)       |              | 0      | 2,629.28       |
| Program number:       | DEFAULT PROGRAM               |                    |                | (2,629.28)     | (578.05)       |              | 0      | 2,629.28       |
| Department number: 10 | ADMINISTRATION                |                    |                | (2,629.28)     | (578.05)       |              | 0      | 2,629.28       |
|                       | Revenue                       | Subtotal - - - - - |                | (2,629.28)     | (578.05)       |              | 0      | 2,629.28       |
| 782-7144-10-00        | Transfer to Capital Projects  |                    |                | 57,568.80      |                |              | 0      | (57,568.80)    |
|                       | Subtotal object - 07          |                    |                | 57,568.80      |                |              | 0      | (57,568.80)    |
| Program number:       | DEFAULT PROGRAM               |                    |                | 57,568.80      |                |              | 0      | (57,568.80)    |
| Department number: 10 | ADMINISTRATION                |                    |                | 57,568.80      |                |              | 0      | (57,568.80)    |
|                       | Expense                       | Subtotal - - - - - |                | 57,568.80      |                |              | 0      | (57,568.80)    |
| Fund number: 782      | 2018 GENERAL OBLIGATIONS      |                    |                | 54,939.52      | (578.05)       |              | 0      | (54,939.52)    |
| 785-4610-10-00        | Interest Income               |                    |                | (25,265.33)    | (5,634.19)     |              | 0      | 25,265.33      |
|                       | Subtotal object - 04          |                    |                | (25,265.33)    | (5,634.19)     |              | 0      | 25,265.33      |
| Program number:       | DEFAULT PROGRAM               |                    |                | (25,265.33)    | (5,634.19)     |              | 0      | 25,265.33      |
| Department number: 10 | ADMINISTRATION                |                    |                | (25,265.33)    | (5,634.19)     |              | 0      | 25,265.33      |
|                       | Revenue                       | Subtotal - - - - - |                | (25,265.33)    | (5,634.19)     |              | 0      | 25,265.33      |
| 785-7144-10-00        | Transfer to Capital Projects  |                    |                | 597,384.01     |                |              | 0      | (597,384.01)   |
|                       | Subtotal object - 07          |                    |                | 597,384.01     |                |              | 0      | (597,384.01)   |
| Program number:       | DEFAULT PROGRAM               |                    |                | 597,384.01     |                |              | 0      | (597,384.01)   |
| Department number: 10 | ADMINISTRATION                |                    |                | 597,384.01     |                |              | 0      | (597,384.01)   |
|                       | Expense                       | Subtotal - - - - - |                | 597,384.01     |                |              | 0      | (597,384.01)   |
| Fund number: 785      | GENERAL OBLIGATION BONDS      |                    |                | 572,118.68     | (5,634.19)     |              | 0      | (572,118.68)   |
| 800-4120-65-00        | Sales Taxes                   | (2,750,000.00)     | (2,750,000.00) | (985,334.78)   | (223,579.59)   |              | 35.83  | (1,764,665.22) |
|                       | Subtotal object - 04          | (2,750,000.00)     | (2,750,000.00) | (985,334.78)   | (223,579.59)   |              | 35.83  | (1,764,665.22) |
| 800-4610-65-00        | Interest Income               | (100,000.00)       | (100,000.00)   | (50,176.31)    | (10,154.60)    |              | 50.176 | (49,823.69)    |
|                       | Subtotal object - 04          | (100,000.00)       | (100,000.00)   | (50,176.31)    | (10,154.60)    |              | 50.176 | (49,823.69)    |
| Program number:       | DEFAULT PROGRAM               | (2,850,000.00)     | (2,850,000.00) | (1,035,511.09) | (233,734.19)   |              | 36.334 | (1,814,488.91) |
| Department number: 65 | ECONOMIC DEVELOPMENT          | (2,850,000.00)     | (2,850,000.00) | (1,035,511.09) | (233,734.19)   |              | 36.334 | (1,814,488.91) |
|                       | Revenue                       | Subtotal - - - - - | (2,850,000.00) | (2,850,000.00) | (1,035,511.09) | (233,734.19) | 36.334 | (1,814,488.91) |
| 800-5110-65-00        | Salaries & Wages              | 384,092.00         | 384,092.00     | 111,198.17     | 38,399.25      |              | 28.951 | 272,893.83     |
| 800-5140-65-00        | Salaries - Longevity Pay      | 320.00             | 320.00         | 320.00         |                |              | 100    |                |
| 800-5141-65-00        | Salary-Incentive              | 25,000.00          | 25,000.00      |                |                |              | 0      | 25,000.00      |
| 800-5142-65-00        | Car Allowance                 | 14,400.00          | 14,400.00      | 5,200.00       | 1,300.00       |              | 36.111 | 9,200.00       |
| 800-5143-65-00        | Cell Phone Allowance          | 2,880.00           | 2,880.00       | 960.00         | 240.00         |              | 33.333 | 1,920.00       |
| 800-5145-65-00        | Social Security Expense       | 24,905.00          | 24,905.00      | 7,014.85       | 2,411.55       |              | 28.166 | 17,890.15      |
| 800-5150-65-00        | Medicare Expense              | 5,825.00           | 5,825.00       | 1,640.57       | 563.99         |              | 28.164 | 4,184.43       |
| 800-5155-65-00        | SUTA Expense                  | 486.00             | 486.00         | 32.69          | 23.69          |              | 6.726  | 453.31         |
| 800-5160-65-00        | Health Insurance              | 35,381.00          | 35,381.00      | 7,313.52       | 2,953.38       |              | 20.671 | 28,067.48      |
| 800-5165-65-00        | Dental Insurance              | 1,398.00           | 1,398.00       | 305.28         | 72.66          |              | 21.837 | 1,092.72       |
| 800-5170-65-00        | Life Insurance/AD&D           | 517.00             | 517.00         | 49.52          | 12.38          |              | 9.578  | 467.48         |
| 800-5175-65-00        | Liability (TML)/Workers' Comp | 764.00             | 764.00         | 253.93         | 107.33         |              | 33.237 | 510.07         |
| 800-5180-65-00        | TMRS Expense                  | 54,430.00          | 54,430.00      | 15,838.43      | 5,382.05       |              | 29.099 | 38,591.57      |
| 800-5185-65-00        | Long/Short Term Disability    | 730.00             | 730.00         | 186.95         | 48.64          |              | 25.61  | 543.05         |
| 800-5186-65-00        | WELLE-Wellness Prog Reimb-Emp | 1,200.00           | 1,200.00       | 200.00         | 50.00          |              | 16.667 | 1,000.00       |
| 800-5189-65-00        | Administrative Fees           | 15,000.00          | 15,000.00      | 5,000.00       | 1,250.00       |              | 33.333 | 10,000.00      |
| 800-5190-65-00        | Contract Labor                | 50,000.00          | 50,000.00      |                |                |              | 0      | 50,000.00      |
|                       | Subtotal object - 05          | 617,328.00         | 617,328.00     | 155,513.91     | 52,814.92      |              | 25.191 | 461,814.09     |
| 800-5210-65-00        | Office Supplies               | 2,500.00           | 2,500.00       | 1,244.12       | 502.70         |              | 49.765 | 1,255.88       |
| 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       |                |              | 21.84  | 11,723.95      |
| 800-5230-65-00        | Dues,Fees,& Subscriptions     | 40,000.00          | 40,000.00      | 12,460.42      | 3,047.75       |              | 31.151 | 27,539.58      |

|                       |                                |                |                |              |              |       |        |              |
|-----------------------|--------------------------------|----------------|----------------|--------------|--------------|-------|--------|--------------|
| 800-5240-65-00        | Postage and Delivery           | 1,000.00       | 1,000.00       | (16.55)      | (5.00)       |       | -1.655 | 1,016.55     |
| 800-5265-65-00        | Promotional Expense            | 85,000.00      | 85,000.00      | 3,200.00     | 3,150.00     |       | 3.765  | 81,800.00    |
| 800-5280-65-00        | Printing and Reproduction      | 5,000.00       | 5,000.00       | 681.09       |              |       | 13.622 | 4,318.91     |
|                       | Subtotal object - 05           | 149,300.00     | 149,300.00     | 20,845.13    | 6,695.45     |       | 13.962 | 128,454.87   |
| 800-5305-65-00        | Chapt 380 Program Grant Exp    | 554,570.00     | 554,570.00     | 146,170.49   | 38,299.87    |       | 26.357 | 408,399.51   |
| 800-5310-65-00        | Rental Expense                 | 60,000.00      | 60,000.00      | 14,281.19    |              |       | 23.802 | 45,718.81    |
| 800-5330-65-00        | Copier Expense                 | 5,500.00       | 5,500.00       | 1,049.78     | 386.68       |       | 19.087 | 4,450.22     |
| 800-5340-65-00        | Building Repairs               | 500.00         | 500.00         |              |              |       | 0      | 500.00       |
|                       | Subtotal object - 05           | 620,570.00     | 620,570.00     | 161,501.46   | 38,686.55    |       | 26.025 | 459,068.54   |
| 800-5410-65-00        | Professional Services          | 225,000.00     | 225,000.00     | 21,109.90    | 2,550.00     | 27000 | 9.382  | 176,890.10   |
| 800-5412-65-00        | Audit Fees                     | 2,494.00       | 2,494.00       | 594.00       |              | 1781  | 23.817 | 119.00       |
| 800-5430-65-00        | Legal Fees                     | 20,000.00      | 20,000.00      | 342.00       |              |       | 1.71   | 19,658.00    |
|                       | Subtotal object - 05           | 247,494.00     | 247,494.00     | 22,045.90    | 2,550.00     | 28781 | 8.908  | 196,667.10   |
| 800-5520-65-00        | Telephones                     |                |                | 227.94       | 75.98        |       | 0      | (227.94)     |
| 800-5526-65-00        | Data Network                   | 1,000.00       | 1,000.00       | 228.10       |              |       | 22.81  | 771.90       |
| 800-5530-65-00        | Travel                         | 30,000.00      | 30,000.00      | 2,689.88     |              |       | 8.966  | 27,310.12    |
| 800-5531-65-00        | Prospect Mtgs/Business Meals   | 10,000.00      | 10,000.00      | 1,341.71     | 750.07       |       | 13.417 | 8,658.29     |
| 800-5533-65-00        | Mileage Expense                | 500.00         | 500.00         | 30.39        |              |       | 6.078  | 469.61       |
| 800-5536-65-00        | Training/Seminars              | 15,000.00      | 15,000.00      | 698.00       |              |       | 4.653  | 14,302.00    |
|                       | Subtotal object - 05           | 56,500.00      | 56,500.00      | 5,216.02     | 826.05       |       | 9.232  | 51,283.98    |
| 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   | 365,122.42   | 101,572.97   | 28781 | 20.384 | 1,397,288.58 |
| Department number: 65 | ECONOMIC DEVELOPMENT           | 1,791,192.00   | 1,791,192.00   | 365,122.42   | 101,572.97   | 28781 | 20.384 | 1,397,288.58 |
|                       | Expense Subtotal - - - - -     | 1,791,192.00   | 1,791,192.00   | 365,122.42   | 101,572.97   | 28781 | 20.384 | 1,397,288.58 |
| Fund number: 800      | ECONOMIC DEVELOPMENT CORPORATI | (1,058,808.00) | (1,058,808.00) | (670,388.67) | (132,161.22) | 28781 | 63.315 | (417,200.33) |

**FINANCE**

**To: Mayor and Town Council**

**From: Betty Pamplin, Finance Director**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – March 24, 2020**

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**Agenda Item:**

Consider and act upon a resolution accepting the Independent Audit Report and Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended September 30, 2019, as presented by a representative of Pattillo, Brown and Hill LLP., Certified Public Accountants.

**Description of Agenda Item:**

Section 7.18 of the Town's Charter, as well as Chapter 103 of the Texas Local Government Code, requires that an independent audit be conducted annually. Staff plans to submit an electronic CAFR to the Government Finance Officers Association in consideration for the Certificate of Achievement for Excellence in Financial Reporting.

Traditionally, to accompany their opinion letter, the auditors compose a Government Auditing Standards letter, which would identify any deficiencies in internal control or material noncompliance with laws, regulations, grant agreements, or contracts. For the year ended September 30, 2019, our auditors have no deficiencies to report under Government Auditing Standards. Further, the deficiency reported in the 2018 audit has been resolved.

A copy of the CAFR will be provided to the Town Council under separate cover.

**Legal Obligations and Review:**

Terrence Welch of Brown & Hofmeister, LLP, reviewed the resolution as to form and legality.

**Attached Documents:**

1. Resolution

**Town Staff Recommendation:**

Town staff recommends that the Council approve the resolution accepting the Independent Audit Report and Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2019.

**Proposed Motion:**

I move to approve the resolution accepting the Independent Audit Report and Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2019.

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2020-\_\_

**A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ACCEPTING THE FISCAL YEAR 2018-2019 INDEPENDENT AUDIT REPORT AND COMPREHENSIVE ANNUAL FINANCIAL REPORT; MAKING FINDINGS; AUTHORIZING PUBLICATION OF THE AUDIT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council is required by Section 7.18 of the Town Charter to call for an Independent Audit to be made of all accounts of the Town at the close of each fiscal year, a report of which is to be presented to the Town Council; and

**WHEREAS**, Town staff engaged Pattillo, Brown, and Hill, LLP., Certified Public Accountants, to complete the Town's Fiscal Year 2018-2019 Independent Audit; and

**WHEREAS**, the Town Charter requires that upon completion of the audit, a copy of the audit shall be posted to the Town's website and copies placed on file in the office of the person performing the duties of Town Secretary, as a public record.

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

**SECTION 1**

The Town Council of the Town of Prosper, Texas, hereby accepts the Town's Fiscal Year 2018-2019 Financial Audit as presented by Pattillo, Brown, and Hill, LLP., Certified Public Accountants.

**SECTION 2**

A copy of the completed audit shall be published immediately on the Town website and copies of the audit placed on file in the office of the person performing the duties of Town Secretary, as a public record.

**SECTION 3**

This Resolution shall take effect from and after the date of its passage.

**DULY PASSED AND APPROVED, BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 24TH DAY OF MARCH, 2020.**

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**Ray Smith, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Melissa Lee, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

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

**FINANCE**



**To: Mayor and Town Council**  
**From: Betty Pamplin, Finance**  
**Through: Harlan Jefferson, Town Manager**  
**Re: Town Council Meeting – March 24, 2020**

**Agenda Item:**

Consider and act upon a resolution authorizing various individuals as signers of specific accounts and certain investment matters.

**Description of Agenda Item:**

This item supersedes the actions taken at the March 14, 2017, Council meeting, which authorized signatory authority for bank accounts, ACH and Wires, and investments. This item includes bank account signers, electronic funds transfers, investment pools, and investment accounts.

The following table summarizes the proposed authorizations:

| <b>Bank Accounts</b> | <b>ACH and Wires</b> | <b>Texpool/TexStar/LOGIC</b> | <b>Investment Accounts</b> |
|----------------------|----------------------|------------------------------|----------------------------|
| Betty Pamplin        | Betty Pamplin        | Betty Pamplin                | Betty Pamplin              |
| Elizabeth McDonald   | Elizabeth McDonald   | Elizabeth McDonald           | Elizabeth McDonald         |
| Harlan Jefferson     | Harlan Jefferson     | Harlan Jefferson             | Harlan Jefferson           |

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Resolution
2. TexPool Resolution
3. TexStar Resolution
4. Logic Resolution
5. Multi-Bank Securities, Inc. Non-Corporate Resolution
6. Financial Northeastern Companies Non-Corporate Resolution

**Town Staff Recommendation:**

Town staff recommends that the Town Council approve the Resolution authorizing various individuals as signers of specific accounts and certain investment matters.

**Proposed Motion:**

I move to approve the Resolution authorizing various individuals as signers of specific accounts and certain investment matters.



TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2020-\_\_

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AUTHORIZING VARIOUS INDIVIDUALS AS SIGNATORIES ON SPECIFIC ACCOUNTS AND CERTAIN INVESTMENT MATTERS; REPEALING RESOLUTION NO. 17-19, ADOPTED ON OR ABOUT MARCH 14, 2017; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, periodically the Town updates the list of specific individuals authorized to perform certain financial transactions on the Town's behalf; and

**WHEREAS**, it is the intent of the Town Council of the Town of Prosper, Texas, to authorize the following individuals to be signatories and take all appropriate and necessary actions relative to the following Town accounts.

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

**SECTION 1**

Town-approved signatories for current and possible future Independent Bank accounts and those of any other depository of the Town are hereby authorized to include the Town's Finance Director, the Town's Accounting Manager, and the Town Manager. Presently the incumbents for each position hereby authorized are Betty Pamplin, Elizabeth McDonald, and Harlan Jefferson, respectively.

**SECTION 2**

The Town-approved signatories authorized to perform wire and ACH transfers include the Town's Finance Director, Town Accounting Manager, and Town Manager. Presently the incumbents for each position hereby authorized are Betty Pamplin, Elizabeth McDonald, and Harlan Jefferson, respectively.

**SECTION 3**

The Town-approved signatories authorized to make financial transactions for TexPool, TexSTAR, and LOGIC local government investment pools to include the Town's Finance Director, Town Accounting Manager, and Town Manager. Presently the incumbents for each position hereby authorized are Betty Pamplin, Elizabeth McDonald, and Harlan Jefferson, respectively.

**SECTION 4**

The Town-approved signatories authorized to make financial transactions for current and possible future investment accounts to include the Town's Finance Director, Town Accounting Manager, and Town Manager. Presently the incumbents for each position hereby authorized are Betty Pamplin, Elizabeth McDonald, and Harlan Jefferson, respectively.

**SECTION 5**

Resolution No. 17-19 approved on or about March 14, 2017, is hereby repealed in its entirety.

**SECTION 6**

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

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER,  
TEXAS, ON THIS 24TH DAY OF MARCH, 2020.**

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

**ATTEST:**

\_\_\_\_\_  
**Melissa Lee, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

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



# Resolution Item No. 7. Authorized Representatives

Please use this form to amend or designate Authorized Representatives.

This document supersedes all prior Authorized Representative forms.

\* Required Fields

## 1. Resolution

WHEREAS,

Participant Name\*

Location Number\*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1.  Name  Title

Phone  Fax  Email

Signature

2.  Name  Title

Phone  Fax  Email

Signature

3.  Name  Title

Phone  Fax  Email

Signature

**1. Resolution (continued)**

Item No. 7.

4.

Name Title

Phone Fax Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name Title

Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the  day of , 20.

**Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.**

Name of Participant\*

**SIGNED**

Signature\*

Printed Name\*

Title\*

**ATTEST**

Signature\*

Printed Name\*

Title\*

**2. Mailing Instructions**

The completed Resolution Amending Authorized Representatives can be faxed to TexPool Participant Services at 1-866-839-3291, and mailed to:

TexPool Participant Services  
1001 Texas Avenue, Suite 1150  
Houston, TX 77002



**AMENDING RESOLUTION**

WHEREAS, \_\_\_\_\_

(the "Government Entity") by authority of the Application for Participation in TexSTAR (the "Application") has entered into an Interlocal Agreement (the "Agreement") and has become a participant in the public funds investment pool created there under known as TexSTAR Short Term Asset Reserve Fund ("TexSTAR");

WHEREAS, the Application designated on one or more "Authorized Representatives" within the meaning of the Agreement;

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. The following officers, officials or employees of the Government Entity specified in this document are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Government Entity under the Agreement created by the application, all in the name and on behalf of the Government Entity.

SECTION 2. This document supersedes and replaces the Government Entity's previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement

SECTION 3. This resolution will continue in full force and effect until amended or revoked by Government Entity and written notice of the amendment or revocation is delivered to the TEXSTAR Board.

SECTION 4. Terms used in this resolution have the meanings given to them by the Application.

**Authorized Representatives.** Each of the following Participant officials is designated as Participant Representative authorized to give notices and instructions to the Board in accordance with the Ag Bylaws, the Investment Policy, and the Operating Procedures:

1. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

2. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

3. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

4. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

**{REQUIRED} PRIMARY CONTACT:** List the name of the Authorized Representative **listed above** that will be designated as the Primary Contact and will receive all TexSTAR correspondence including transaction confirmations and monthly statements

Name: \_\_\_\_\_

**{OPTIONAL} INQUIRY ONLY CONTACT:** In addition, the following additional Participant representative (**not listed above**) is designated as an **Inquiry Only** Representative authorized to obtain account information:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

Participant may designate other authorized representatives by written instrument signed by an existing Participant Authorized Representative or Participant's chief executive officer.

DATED \_\_\_\_\_

\_\_\_\_\_  
(NAME OF PARTICIPANT)

SIGNED BY: \_\_\_\_\_  
(Signature of official)

\_\_\_\_\_  
(Printed name and title)

ATTESTED BY: \_\_\_\_\_  
(Signature of official)

\_\_\_\_\_  
(Printed name and title)

FOR INTERNAL USE ONLY

ND ACCEPTED: TEXAS SHORT TERM ASSET RESERVE FUND

.....  
AUTHORIZED SIGNER

**\*REQUIRED\***  
**PLACE OFFICIAL SEAL OF ENTITY HERE**

**RESOLUTION CHANGING AUTHORIZED REPRESENTATIVES FOR LOCAL GOVERNMENT INVESTMENT COOPERATIVE**

WHEREAS, Town of Prosper  
(the "Government Entity") by authority of that certain Local Government Investment Cooperative Resolution \_\_\_\_\_ (the "Resolution") has entered into that certain Interlocal Agreement (the "Agreement") and has become a participant in the public funds investment pool created thereunder known as Local Government Investment Cooperative ("LOGIC");

WHEREAS, the Resolution designated on one or more "Authorized Representatives" within the meaning of the Agreement;

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement;

**NOW, THEREFORE, BE IT RESOLVED:**

The following officers, officials or employees of the Government Entity are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to: deposit money to and withdrawal money from the Government Entity's LOGIC account or accounts from time to time in accordance with the Agreement and the Information Statement describing the Agreement and to take all other actions deemed necessary or appropriate for the investment of funds of the Government Entity in LOGIC:

1. Name: Betty Pamplin Title: Finance Director

Signature: \_\_\_\_\_ Phone: 972-569-1009

Email: Betty\_Pamplin@prospertx.gov

2. Name: Elizabeth McDonald Title: Accounting Manager

Signature: \_\_\_\_\_ Phone: 972-569-1008

Email: Liz\_McDonald@prospertx.gov

3. Name: Harlan Jefferson Title: Town Manager

Signature: \_\_\_\_\_ Phone: 972-569-1010

Email: Harlan\_Jefferson@prospertx.gov

4. Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**{REQUIRED}** PRIMARY CONTACT: List the name of the Authorized Representative listed above that will be designated as the Primary Contact and will receive all LOGIC correspondence including transaction confirmations and monthly statements

Name: Betty Pamplin

**{OPTIONAL}** INQUIRY ONLY CONTACT: In addition, the following additional Participant representative (*not listed above*) is designated as an *Inquiry Only* Representative authorized to obtain account information:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Applicant may designate other authorized representatives by written instrument signed by an existing Applicant Authorized Representative or Applicant’s chief executive officer.

The foregoing supersedes and replaces the Government Entity’s previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement pursuant to paragraph 4 of the Resolution. Except as hereby modified, the Resolution shall remain in full force and effect.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



\_\_\_\_\_  
(NAME OF ENTITY/APPLICANT)

SIGNED BY: \_\_\_\_\_  
(Signature of official)

\_\_\_\_\_  
(Printed name and title)

ATTESTED BY: \_\_\_\_\_  
(Signature of official)

\_\_\_\_\_  
(Printed name and title)

LOGIC strongly recommends that the Personal Identification Number (PIN) be changed if there is a change in “Authorized Representatives”. Please include a request to change the PIN number when sending the “Amending Resolution” to LOGIC.





**I. IDENTIFICATION OF QUALIFIED INTERMEDIARY / WITHHOLDING ENTITY**

LEGAL NAME OF ORGANIZATION: \_\_\_\_\_

TYPE OF ORGANIZATION: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

Be it resolved that each of the following has been duly elected or appointed and is now legally holding the title set opposite his/her name.

\_\_\_\_\_  
(Name of Authorized Person) (Title)

\_\_\_\_\_  
(Name of Authorized Person) (Title)

\_\_\_\_\_  
(Name of Authorized Person) (Title)

**II. CERTIFICATION**

I, \_\_\_\_\_ of  
(Name and Title of Officer or Partner signing this Non-Corporate Resolution)

\_\_\_\_\_ hereby certify that said organization is duly and legally  
(Name of Organization)

organized and existing and that a quorum of the \_\_\_\_\_  
(Name of Governing Body of Organization)

of said Organization attended a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

at which the following resolutions were duly adopted, and that such resolutions are in full force and effect on this date and do not conflict with the \_\_\_\_\_ of said organization.  
(Name of Governing Rules)

I further certify that I have the authority to execute this Non-Corporate Resolution on behalf of said Organization, and that the \_\_\_\_\_ of the Organization which took the action called for by the  
(Name of Governing Body of Organization)  
resolutions annexed hereto has the power to take such action.

\*SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

**\*The signer should be someone other than one of the authorized person(s) named above. However, if signed by an authorized person named above, the Fed Wire Letter of Authorization and/or ACH Authorization Agreement must be signed by an authorized person other than the signer of this document.**

**Certified Copy Of Certain Resolutions by the Governing Body of Said Organization Whereby the Establishment and Maintenance of Accounts Have Been Authorized.**

RESOLVED –

**FIRST:** That the named Authorized Persons of this organization or \_\_\_\_\_ or \_\_\_\_\_ be and they hereby are, and each of them is, authorized and empowered, for and on behalf of this organization (herein called the “Organization”), to establish and maintain one or more accounts with Multi-Bank Securities, Inc. (herein called the “Brokers”) and Pershing LLC, its successors or assigns, and for the purpose of purchasing, investing in, or otherwise acquiring, selling, possessing, transferring, exchanging, pledging, or otherwise disposing of or realizing upon, and generally dealing in and with;

**(a) THIS PARAGRAPH PERMITS CASH TRANSACTIONS IN SECURITIES**

any and all forms of securities including, but not by way of limitation, shares, stocks, options, stock options, stock index options, foreign currency options and debt instrument options, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, chooses in action, evidence of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise;

**(b) THIS PARAGRAPH PERMITS CASH AND MARGIN TRANSACTIONS IN SECURITIES**

any and all forms of securities including, but not by way of limitation, shares, stocks, options, stock options, stock index options, foreign currency options and debt instrument options, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, chooses in action, evidence of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise; and margin transactions, including short sales;

The fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the said Authorized Persons and/or agents to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to the Brokers with respect to said transactions; to bind and obligate the Organization to and for the carrying out of any contract, arrangement, or transaction, which shall be entered into by any such Authorized Persons and/or drafts drawn upon the funds of the Organization such sums as may be necessary in connection with any of the said accounts to deposit funds with the Brokers; to deliver securities and/or contracts to the Brokers; to order the transfer or delivery thereof to any other person whatsoever, and/or to order the transfer record of any securities, or contracts, or titles, to any name selected by any of the said Authorized Persons or agents; to affix the Organization’s seal to any documents or agreements, or otherwise; to endorse any securities and/or contracts in order to pass title thereto; to direct the sale or exercise of any rights with respect to any securities; to sign for the Organization all releases, powers of attorney and/or other documents in connection with any such account, and to agree to any terms or conditions to control any such account; to direct the Brokers to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; to accept delivery of any securities, to borrow money and securities, if applicable, and to secure repayment thereof with the property of the Organization; to appoint any other person or persons to do any and all things which any and all things which any of the said Authorized Persons and/or agents is hereby empowered to do, and generally to do and take all action necessary in connection with the account, or considered desirable by such Authorized Persons and/or agents with respect thereto.

**SECOND:** That the Brokers may deal with any and all of the persons directly or indirectly by the foregoing resolution empowered, as though they were dealing with the Organization directly.

Item No. 7.

**THIRD:** That the person signing this Non-corporate Resolution on behalf of the Organization be and hereby is authorized, empowered and directed to certify to the Brokers:

- (a) a true copy of these resolutions;
- (b) specimen signatures of each and every person by these resolutions empowered;
- (c) a certificate (which, if required by brokers, shall be supported by an opinion of the general counsel of the Organization, or other counsel satisfactory to the Brokers) that the Organization is duly organized and existing, that its governing rules empower it to transact the business by these resolutions defined, and that no limitation has been imposed upon such powers by the governing rules of the Organization or otherwise.

**FOURTH:** That the Brokers may rely upon the certified copy of the resolutions, specimen signatures, and certificate, as continuing fully effective unless and until the Brokers shall receive due written notice of change or rescission, and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision. nor shall the fact that any person hereby empowered ceases to be an Authorized Person of the Organization or becomes an Authorized Person under some title, in any way affect the powers hereby conferred, but the failure to supply any specimen signature shall not invalidate any transaction where the party authorizing the same has been actually empowered thereto by or in conformity with these resolutions.

**FIFTH:** That in the event of any change in the office of powers of persons hereby empowered, an Authorized Person shall certify such changes to the Brokers in writing in the manner herein above provided, which notification, when received, shall be adequate both to terminate the powers of the persons therefore authorized, and to empower the persons thereby substituted.

**SIXTH:** That the Authorized Persons of the Organization be, and hereby is, authorized and empowered to countersign items as aforesaid.

**SEVENTH:** That the foregoing resolutions and the certificates actually furnished to the Brokers by the Authorized Person of pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by the Brokers.

# Non-Corporate Resolution

Item No. 7.

## STEP 1. IDENTIFICATION OF QUALIFIED INTERMEDIARY/WITHHOLDING ENTITY

|                            |                              |
|----------------------------|------------------------------|
| Legal Name of Organization |                              |
| Type of Organization       | Account Number (if assigned) |

Be it resolved that each of the following has been duly elected or appointed and is now legally holding the title set opposite his/her name.

|                           |       |
|---------------------------|-------|
| Name of Authorized Person | Title |
| Name of Authorized Person | Title |
| Name of Authorized Person | Title |

## STEP 2. CERTIFICATION

I HEREBY CERTIFY that at a meeting, duly called, of the Board of Directors of \_\_\_\_\_, a Organization, at which said meeting a quorum was present and acting throughout, the following preamble and resolution was adopted and ever since has been and now is in full force and effect.

WHEREAS this Organization is duly authorized and permitted by its Charter and Bylaws to:

- Engage in cash and/or margin transactions in any and all forms of securities including, but not limited to, stocks, options, mutual funds, stock options, stock index options, short sales, foreign currency options and debt instrument options, bonds, bond debentures, annuities, notes, scrips, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, choses in action, evidences of indebtedness, commercial paper certificates or indebtedness, and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise.
- Receive on behalf of the Organization or deliver to the Organization or third parties, including but not limited to the President, Vice President, Treasurer or any other authorized officer or person listed in Step 3 below giving such instruction, monies, stocks, bonds, and other securities. To sell, assign, and endorse for transfer, certificates representing stocks, bonds, or other securities now registered or hereafter registered in the name of the Organization.
- Establish and maintain an asset management account with debit card, check writing and margin privileges, from which account funds are directly spent, the responsibility for which is entirely that of the Organization.
- Borrow money or make any contract the effect of which is to borrow money, and secure such obligations by mortgages or other liens upon Organization property; borrow, guarantee and/or pledge any Organization assets as collateral, as the case may be, with respect to a loan; guarantee a borrowing of money or to make any contract the effect of which is to guarantee a borrowing, and secure such obligations by mortgages or other liens upon any Organization property.

Unless indicated otherwise here, the Organization will be assumed to have all powers listed above.

LIST ANY POWERS NOT AUTHORIZED HERE: \_\_\_\_\_

NOW THEREFORE BE IT RESOLVED that this Organization opened an account or accounts in its name with

Name of Introducing Firm

and that the individuals named in Step 3 below ("Authorized Person") or any one of them acting individually, may, on behalf of this Organization, be and they hereby are and each of them hereby is authorized and empowered to (1) give written or oral orders in the said account or accounts for the purchase, sale, or other disposition of stocks, bonds, and other securities, (2) deliver to and receive from Pershing LLC (Pershing), on behalf of this Organization monies, stocks, bonds, and other securities, (3) establish and maintain an asset management account with debit card, check writing and margin privileges from which account funds are directly spent with each authorized person as indicated in the separate asset management account agreement having check writing and debit card privileges, (4) order the transfer or delivery of funds, monies or securities to any other person whatsoever, including the President, Vice President, Treasurer or any other authorized officers or persons indicated below giving such instructions, (5) sign acknowledgements of the correctness of all statements of accounts, and (6) make, execute, and deliver under the organizational seal any and all written endorsements, releases and documents necessary or proper to effectuate the authority hereby conferred; the within authorization to each of said officers to remain in full force and effect until written notice of the revocation thereof shall have been received by

Name of Introducing Firm

and Pershing.



STEP 3. CERTIFICATION AND SIGNATURES

I FURTHER CERTIFY that the following are the names, titles and signatures of the officers (or others) authorized by the foregoing resolution to act for this Organization:

|              |      |
|--------------|------|
| Printed Name | Date |
| Title        |      |
| Signature    |      |
| X            |      |

|              |      |
|--------------|------|
| Printed Name | Date |
| Title        |      |
| Signature    |      |
| X            |      |

|              |      |
|--------------|------|
| Printed Name | Date |
| Title        |      |
| Signature    |      |
| X            |      |

|              |      |
|--------------|------|
| Printed Name | Date |
| Title        |      |
| Signature    |      |
| X            |      |

|              |      |
|--------------|------|
| Printed Name | Date |
| Title        |      |
| Signature    |      |
| X            |      |

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal, if any, of said Organization

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

[ AFFIX COMPANY SEAL HERE IF ORGANIZATION USES A SEAL ]

Principal Signer of Certification

This individual may or may not be listed in the authorized persons box above.

|              |      |
|--------------|------|
| Printed Name | Date |
| Title        |      |
| Signature    |      |

X

If the Principal Signer above is empowered to act for the Organization pursuant to these resolutions and certifications, but is not a Managing Member, a Managing Member of the Organization as set forth above must fill in and execute the Additional Certification in Step 4 below.

If the Organization has only one sole Managing Member, that Managing Member must make the certification immediately above indicating his or her company title in addition to filling in and executing the Additional Certification in Step 4 below.

STEP 4. ADDITIONAL CERTIFICATION

A Managing Member to complete only if the Principal Signer in Step 3 above is authorized to act pursuant to the foregoing resolutions, but is not a Managing Member, or if the Organization has only one Managing Member.

Check one:

- I FURTHER CERTIFY that the Principal Signer in Step 3 above is authorized by the foregoing resolutions and its operating documents to act hereunder.
- I FURTHER CERTIFY that the Organization has only one sole Managing Member and that I am that sole Managing Member and authorized to execute legal and binding documents in the name of and on behalf of the Organization pursuant to its governing documents.

|                              |      |
|------------------------------|------|
| Managing Member Printed Name | Date |
| Title                        |      |
| Signature                    |      |

X

## FINANCE DEPARTMENT



**To: Mayor and Town Council**

**From: Betty Pamplin, Finance Director**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – March 24, 2020**

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**Agenda Item:**

Consider and act upon a resolution authorizing the Town to participate in Texas Coalition for Affordable Power, Inc.'s Strategic Hedging Program. **(BP)**

**Description of Agenda Item:**

The Town is a member of Texas Coalition for Affordable Power, Inc. (TCAP), a non-profit, political subdivision corporation dedicated to securing electric power for its members in the competitive retail market. The Town became a member of TCAP in 2007, and TCAP is comprised of more than 160 political subdivision members, the vast majority of whom are cities. The Town Council approved a resolution five years ago with TCAP to negotiate an Electrical Supply Agreement for deliveries of electricity through 2022. Town facilities covered under the TCAP agreement are Town Hall; Frontier Park; Police and Dispatch; Public Works; the Park Administration and 407 Rec Center buildings; Park Operations lease space; and various street lights, storm sirens, and lift stations. All other facilities are in Coserv service areas. The current TCAP rate for Prosper is 0.03684 per kwh, while the Coserv rate is 0.1014 per kwh. While conducting further research with TCAP to determine how much the Town saves by participating with TCAP, TCAP stated that when three north zone cities chose to leave TCAP they garnered the following rates: A 5 year contract – 0.041 (\$12,216/year more than Prosper); A 3 year contract – 0.04195 (\$15,005/year more than Prosper); A 9 year contract – 0.043 (\$18,089/year more than Prosper).

TCAP has designed a new procurement strategy called a Strategic Hedging Program (SHP), and is committing to purchase power two years in advance of delivery on behalf of its members who choose to participate. SHP will involve a series of monthly auctions for roughly one-twelfth of TCAP's annual load, two years into the future, commencing January 2021. The fixed price for 2023 electric needs will be based on an average of the auctions that occur in 2021. That price will be announced in the first quarter of 2022 for each ERCOT zone. TCAP envisions the SHP process becoming the most price-competitive process available to the retail market in Texas. At all times, as of January 1, 2023, the annual price for TCAP members should be based on the average of the lowest monthly prices offered by as many as 20 different qualified wholesale suppliers. SHP should eliminate risk premiums associated with multi-year power contracts, and therefore, result in prices that are never out-of-market.

The resolution authorizes the Town Manager to sign two exhibits necessary for participation in SHP. Exhibit A is a Professional Services Agreement (PSA) which authorizes TCAP to purchase power for TCAP members and defines services provided by TCAP to members. Exhibit B is a Commercial Electric Services Agreement (CESA) that facilitates the SHP relationship between TCAP members and TCAP's designated Retail Electric Provider (REP).

**Budget Impact:**

The Town's current contracted rate with TCAP is \$0.03684 per kilowatt hour. The Town anticipates savings through SHP, and will monitor accordingly.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Resolution
2. Exhibit A TCAP's Professional Services Agreement
3. Exhibit B Gexa Energy's Commercial Electricity Service Agreement

**Town Staff Recommendation:**

Town staff recommends adoption of a resolution authorizing the Town to participate in Texas Coalition for Affordable Power, Inc.'s Strategic Hedging Program

**Proposed Motion:**

I move to adopt a resolution authorizing the Town to participate in Texas Coalition for Affordable Power Inc.'s Strategic Hedging Program.



TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2020-\_\_

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ADOPTING TCAP’S PROFESSIONAL SERVICES AGREEMENT AND GEXA ENERGY’S COMMERCIAL ELECTRIC SERVICE AGREEMENT FOR POWER TO BE PROVIDED ON AND AFTER JANUARY 1, 2023; MAKING FINDINGS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Prosper is a member of Texas Coalition for Affordable Power, Inc. (“TCAP”), a non-profit, political subdivision corporation of the State of Texas; and

**WHEREAS**, TCAP has previously arranged for the Town to purchase power through Gexa Energy with a contract set to expire December 31, 2022; and

**WHEREAS**, TCAP has designed a new procurement strategy that will involve TCAP initially committing to purchase power two years in advance of delivery on behalf of its members who desire participation in a Strategic Hedging Program (“SHP”) that will involve a series of monthly competitive auctions; and

**WHEREAS**, TCAP has prepared a Professional Services Agreement (“PSA”), attached as Exhibit A, that, in addition to enumerating services and benefits to members of TCAP, provides TCAP with specific authority to procure power in the wholesale market on behalf of members who choose to participate in the SHP; and

**WHEREAS**, approval of the PSA is a necessary, but not sufficient, prerequisite to participation in the SHP; and

**WHEREAS**, the PSA is a relational contract that defines services provided by TCAP to members regardless of whether a member decides to commit to the SHP; and

**WHEREAS**, the industry-standard retail contract is a Commercial Electric Service Agreement (“CESA”) offered by a Retail Electric Provider (“REP”); and

**WHEREAS**, TCAP has negotiated modifications to the current CESA between the Town and Gexa Energy to reflect participation in the SHP; and

**WHEREAS**, the CESA that will facilitate participation in the SHP effective for power deliveries in and beyond 2023 (attached as Exhibit B) will need to be approved and signed prior to October 1, 2020; and

**WHEREAS**, the Town desires to participate in the SHP.

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

**SECTION 1**

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

**SECTION 2**

The Town Manager is hereby authorized to sign Exhibit A, TCAP's Professional Services Agreement, and Exhibit B, Gexa Energy's CESA, and is further directed to send the agreements to TCAP, 15455 Dallas Parkway, Ste 600, Addison, Texas 75001.

**SECTION 3**

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

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 24TH DAY OF MARCH, 2020.**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

**EXHIBIT A**  
**PROFESSIONAL SERVICES AGREEMENT BETWEEN**  
**TOWN OF PROSPER, TEXAS AND TEXAS COALITION FOR AFFORDABLE**  
**POWER, INC.**

This Professional Services Agreement (“AGREEMENT”) is made and entered by and between Texas Coalition for Affordable Power, Inc. (“TCAP”), a non-profit, political subdivision corporation, and Town of Prosper (“MEMBER”), a TCAP member.

**SECTION 1 DURATION:**

This AGREEMENT becomes effective as of signing by MEMBER and shall remain effective as long as MEMBER is being served by TCAP and MEMBER’s electric load included in a current TCAP procurement.

**SECTION 2 PURPOSE OF AGREEMENT:**

The purpose of this AGREEMENT is to define services and obligations of TCAP to MEMBER and obligations of MEMBER to TCAP and other members. In furtherance of this AGREEMENT, MEMBER will enter into a Commercial Electric Service Agreement (“CESA”) with a retail electric provider (“REP”) selected by TCAP pursuant to the terms set forth herein; provided that nothing in this AGREEMENT is intended to alter the price or other terms of MEMBER’s current CESA in effect through December 31, 2022.

**SECTION 3 OBLIGATIONS OF TCAP TO MEMBER:**

MEMBER authorizes TCAP to contract for the purchase of energy for MEMBER in the wholesale market from an energy manager selected by TCAP (“Energy Manager”) and to select an acceptable, cost-beneficial REP to serve MEMBER’s electric accounts. TCAP shall provide procurement services, which services shall consist of securing wholesale power for MEMBER through an alternative procurement strategy, such as TCAP’s Strategic Hedging Program (“SHP”), as may be authorized and defined by TCAP’s Board of Directors. MEMBER may elect to consider fixed-price, fixed-term offers for wholesale power supply, such election to be communicated to TCAP separately in writing by providing an Authorized Election Form to TCAP, the form of which has been attached to this AGREEMENT as Exhibit A. If MEMBER has provided to TCAP an Authorized Election Form, TCAP’s procurement services to MEMBER shall also consist of arranging fixed-price, fixed-term offers to MEMBER following solicitation of competitive offers. TCAP consultants and attorneys will negotiate terms and conditions of all contracts, monitor performance of Energy Managers and REPs, work to avoid and remedy problems that may be encountered by MEMBER where possible, assist MEMBER with wires company issues, and represent MEMBER in energy related matters before State agencies, the courts or legislature. TCAP will provide additional customer services to MEMBER that are defined in SECTION 5.

**SECTION 4 OBLIGATIONS AND RIGHTS OF MEMBER:**

MEMBER will honor the terms of its CESA and promptly pay or promptly dispute invoices from its REP. MEMBER will comply with the confidentiality and non-disclosure obligations contained in its CESA and Section 7 of this AGREEMENT. MEMBER will designate one or more individuals to receive notices and updates from TCAP and will promptly update contact information. MEMBER will pay aggregation fees to support the non-profit functions of TCAP assessed annually by the TCAP Board of Directors and recovered as part of the energy charges paid to REP. Also, MEMBER will pay or receive refunds equal to the Quarterly Adjustment and the Annual Adjustment mutually agreed upon by TCAP and the Energy Manager to address certain variable costs and charges, including costs imposed by ERCOT, such payment or receipt of funds subject to the reserve account as further described herein. TCAP members will fund, and TCAP will maintain and administer, a reserve account to facilitate the reconciliation of any Quarterly Adjustments or Annual Adjustments by collecting any excess amounts paid and/or paying any deficient amounts incurred (as possible). The reserve account balance will be maintained at a minimum level to cover anticipated future needs for up to two (2) years. The TCAP Board may vote to refund to members amounts in excess of future anticipated needs. Any monies remaining in the reserve account at the dissolution of TCAP will be refunded to current membership at the time of dissolution. TCAP is owned and controlled by its members and is governed by a Board of Directors consisting of employees or elected officials of members. Consistent with TCAP's Bylaws, each MEMBER has a right to nominate its representative to serve on the Board of Directors and has a right to vote in annual elections of Board members. MEMBER has a right to attend or monitor each Board meeting. TCAP has a financial audit performed each year and MEMBER has a right to a copy of the annual audit upon request.

**SECTION 5 TCAP SERVICES TO MEMBER:**

**A. Procurement of Energy Supplies and REP Services**

**1. TCAP Procurement Services and Capabilities**

TCAP will assist prospective members in reviewing market conditions and in estimating the most price opportune time to contract for energy supplies. TCAP will work with MEMBER to achieve a competitive price that balances supply security and risk tolerance while maintaining superior billing and customer services. As a political subdivision corporation, offering electricity procurement to political subdivisions, TCAP has the ability to procure wholesale energy supplies and REP services separately to secure the most effective combination of competitively priced energy supplies and superior billing and customer services. TCAP may utilize either wholesale or retail sources of power, or some combination of both. TCAP may utilize multiple suppliers with different generation resources. TCAP will solicit bids from multiple sources for energy supplies. TCAP aggregates the load of all members to maximize clout in negotiating contract terms. TCAP's objective in negotiations with suppliers is to continue obtaining favorable terms



regarding band widths for annual usage based on total load of all members (rather than based on MEMBER's individual load) and to minimize fees for adding or deleting accounts. TCAP will monitor the wholesale and retail markets for favorable hedging opportunities. TCAP will also monitor, evaluate and issue requests for proposals for power development opportunities beneficial to its MEMBERS, including renewable projects (each, a "Power Project").

## **2. MEMBER Procurement Options**

If MEMBER elects a fixed-price contract for a fixed period by submitting an Authorized Election Form, TCAP will function as MEMBER'S agent in the wholesale energy marketplace in soliciting, evaluating and negotiating each such fixed-price contract. Absent an election, MEMBER shall participate in other procurement strategy options offered by TCAP, such as TCAP's SHP, and TCAP will function as MEMBER's electric energy procurer. As such, TCAP will (i) oversee the Energy Manager, (ii) will direct the Energy Manager to solicit wholesale energy market quotes, (iii) will cause the Energy Manager to transact at the most favorable executable market quotes and (iv) will negotiate and develop the Energy Price in MEMBER'S CESA (the "CESA Energy Price"). The CESA Energy Price shall be developed and agreed upon by TCAP, the Energy Manager and the REP and shall include the wholesale energy market transactions as well as Energy Manager's estimate of any non-fixed charges, including zonal congestion charges, ancillaries service charges, and other charges in connection with MEMBER'S load. If MEMBER elects to purchase power from a Power Project solicited and chosen by TCAP via a competitive RFP process (or other similar process), TCAP will function as MEMBER'S electric energy procurer, and will direct the Energy Manager to include the value of the power procured from such projects in the development of MEMBER'S CESA price.

### **B. Customer and Billing Services Provided by TCAP**

#### **1. REP Portal**

TCAP consultants oversee the development and presentation of the REP's portal for TCAP members; the REP will be responsible for operation of the portal. TCAP provides training and assistance regarding portal use.

#### **2. REP Customer Service**

TCAP negotiates with the REP regarding service standards and annually reviews REP performance. TCAP maintains a right to replace a REP for unsatisfactory performance without affecting the price of wholesale power, so long as the replacement REP has a credit rating acceptable to the Energy Manager. TCAP continuously monitors customer billings and will alert both the REP and MEMBER, when appropriate, of any billing errors and the adjustments needed to ensure accurate and reliable billings to MEMBER. TCAP will advocate on behalf of MEMBER when needed to resolve billing or customer service issues.

TCAP will review customer billings and make MEMBER aware of inactive accounts. MEMBER may be able to disconnect to save monthly charges.

### **3. TCAP Assistance with Budgets and Required Filings and Assistance with TDSP Issues**

TCAP monitors Public Utility Commission (“PUC”) and ERCOT activity and will provide MEMBER a forecast of changes in non-by passable charges that may impact MEMBER’s annual budget estimates. TCAP will prepare an annual electricity cost estimate for MEMBER. TCAP will assist MEMBER in preparation of energy related reports that may be necessary for MEMBER to file in response to legislative or agency mandates. TCAP will assist MEMBER in understanding non-bypassable charges included in REP invoices, and assist in resolving issues caused by errors of MEMBER’S Transmission and Distribution Service Provider (“TDSP” aka “wires company”).

### **4. Information Services**

TCAP maintains a member web site, [www.tcaptx.com](http://www.tcaptx.com). In addition to regular blog postings on energy news relevant to MEMBER, TCAP has prepared and posted major reports on the history of deregulation in Texas and a history of ERCOT. TCAP consultants continuously monitor the Nymex gas market, ERCOT energy market, and economic conditions that may affect MEMBER, as well as activities at the PUC and ERCOT. Important trends are noted in consultant reports to the Board of Directors and are attached to Board Minutes. TCAP’s Executive Director prepares and distributes a monthly newsletter and coordinates TCAP activities with various city coalitions and Texas Municipal League (“TML”). The Executive Director monthly newsletters will also include important or trending issues in the energy markets.

### **5. Demand Response, Distributed Generation and Cost Savings Strategy**

TCAP will work with relevant service providers to make available to MEMBER competitive demand reduction programs that facilitate MEMBER’s participation in TDSP and ERCOT cost reduction strategies approved by the PUC. Upon request, TCAP will monitor and evaluate demand reduction program performance metrics. TCAP will assist MEMBER in reviewing, analyzing and developing distributed generation programs that can reduce wires and energy costs and/or provide backup power to specific facilities. TCAP will assist MEMBER in meeting renewable energy goals established by MEMBER, including behind-the-meter solar projects and local wind projects.

### **6. Regulatory and Legislative Representation**

TCAP will provide representation and advocacy services on energy issues relevant to MEMBER in regulatory and legislative areas including, but not limited to, ERCOT stakeholder meetings, PUC projects and dockets, and legislative actions.



## 7. Strategic Hedging

To the extent that there is sufficient interest and commitment of load of TCAP members within an ERCOT zone, and to the extent MEMBER has not elected a fixed-price contract for a fixed period, MEMBER will perpetually (subject to potential charter or ordinance constraints on length of contracts) commit to two-year participation obligations. MEMBER may terminate participation in the SHP, without energy price penalties and with minimal other termination fees, by providing sufficient notice as set forth herein (Section 6). A SHP price will be determined at least 9 months prior to the effective date of the price by averaging the winning bids from periodic competitive auctions that occur throughout the 24 months preceding the effective date. TCAP will direct Energy Manager to conduct the periodic competitive auctions. TCAP will have the right to audit the auction results. The auction process will be designed to identify competitively priced energy supplies from a variety of creditworthy suppliers, resulting in prices that are rarely, if ever, significantly above prevailing market prices and that should generally be less than pricing for long-term fixed priced contracts (when evaluated from a common contract start date and term). Designed to take advantage of the characteristics of the nation's well supplied energy markets, the SHP will also be flexible enough to respond to market changes when and if they occur in the future. Participation in the SHP may be viewed as a series of 24 -month forward year-to-year contracts for as long as desired by MEMBER. If MEMBER participates in the SHP, MEMBER agrees that TCAP is authorized to direct Energy Manager to procure electric energy in the wholesale market on MEMBER's behalf and that TCAP is authorized to commit MEMBER's load to periodic competitive auctions.

### SECTION 6 MEMBER RIGHT OF TERMINATION:

#### A. Fixed-Term, Fixed-Price Contract

MEMBER may terminate a CESA prior to the end-of-term specified in a contract subject to payment of "Liquidated Damages" prescribed in MEMBER's CESA. If MEMBER commits to a fixed multi-year term, fixed-price contract and wants to terminate the agreement prior to the end of the fixed multi-year term, liquidated damages will be based on the differential in the price of electric energy futures contracts used to support the fixed-price agreement and the price of comparable electric energy contracts at time of termination and shall also include damages prescribed herein and in the CESA, as applicable. If electric energy prices are lower at the point of termination than they were at time of contracting, MEMBER should expect to pay energy price damages upon early termination. In any event, any termination payment will be calculated and assessed in accordance with MEMBER's CESA.

#### B. Strategic Hedging Program

Since the SHP is based on a series of one-year term contracts, MEMBER is entitled to exit the program so long as notice of termination can be given prior to inclusion of MEMBER's load in the competitive auction process for a future year's price. TCAP will periodically notify MEMBER of expected procurement schedules and provide no less than 90 days

prior notice of any upcoming solicitation, and MEMBER may notify TCAP that it wants to exclude its load from the competitive auction process by giving notice at least 60 days prior to the next procurement date. Termination of involvement in SHP without appropriate notice will require calculation of damages as prescribed by CESA under Edison Electric Institute (“EEI”) principles with the intent of making the REP and Energy Manager whole for the termination. Liquidated damages will be based on the differential in the price of electric energy futures contracts used to support the SHP price and the price of comparable electric energy contracts at time of termination and shall also include damages prescribed herein and in the CESA, as applicable. If electric energy prices are lower at the point of termination than they were at time of contracting, MEMBER should expect to pay energy price damages upon early termination. In any event, any termination payment will be calculated and assessed in accordance with MEMBER’s CESA.

**C. Participation in Power Projects**

If MEMBER has chosen to purchase power from a Power Project through TCAP, in accordance with a signed Project Addendum attached to MEMBER’S CESA, MEMBER’s termination rights with respect to its commitment to purchase power from the Power Project shall be contained in the Project Addendum.

**SECTION 7 CONFIDENTIALITY:**

MEMBER is a governmental body subject to public information laws, including Chapter 552 of the Texas Government Code. If MEMBER receives a valid request under applicable public information laws for information related to this AGREEMENT or its CESA, it shall provide TCAP notice of the request including a description the information sought prior to MEMBER’s release of information so that TCAP has the opportunity to determine whether such information is subject to an exception as trade secret, competitive, commercial, or financial information. With the exception of the preceding disclosures pursuant to public information laws, a Party (that party, the “Receiving Party”) shall keep confidential and not disclose to third parties any information related this AGREEMENT, except for disclosures to Authorized Parties or as otherwise required by law; and provided that MEMBER authorizes TCAP to provide Energy Manager and REP with any relevant information concerning MEMBER’s account, usage and billings. The provisions of this Section 7 apply regardless of fault and survive termination, cancellation, suspension, completion or expiration of this AGREEMENT for a period of two (2) years. “Authorized Parties” means those respective officers, directors, employees, agents, representatives and professional consultants of MEMBER and TCAP and each of their respective affiliates that have a need to know the confidential information for the purpose of evaluating, performing or administering this AGREEMENT.

**SECTION 8 PARAGRAPH HEADINGS:**

The paragraph headings contained in this AGREEMENT are for convenience only and shall is no way enlarge or limit the scope or meaning of the various and several paragraphs.



**SECTION 9 COUNTERPARTS:**

This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**SECTION 10 DEFINITIONS:**

**“Annual Adjustment”** shall mean either a credit to MEMBER for the over-collection of funds, or a charge to MEMBER for under-collection of funds, related to Power Project settlements, if applicable. For those MEMBERS that participate in SHP, the Annual Adjustment shall also include (i) adjustments related to the loss factor for each specific ERCOT zone and (ii) adjustments related to load reconciliation as determined by TCAP, the Energy Manager and the REP.

**“Energy Manager”** means the wholesale market participant selected by TCAP to conduct SHP procurements at TCAP’s direction, in accordance with Section 5A and Section 7 of this Agreement. The Energy Manager may sell all or a portion of the required wholesale energy to TCAP or TCAP’s REP.

**“Power Project”** means a power generation project identified by TCAP to supply electric energy to one or more TCAP Members.

**“Project Addendum”** means the Addendum for a Power Project, if any, signed and attached as an Exhibit to MEMBER’S CESA.

**“QSE Services Fee”** means the QSE Services Fee in affect during the Delivery Term, as agreed between TCAP and Energy Manager.

**“Quarterly Adjustment”** shall mean either a credit to MEMBER for the over-collection of funds, or a charge to MEMBER for under-collection of funds, related to (i) ERCOT zonal congestion charges and (ii) ancillary services charges and other charges imposed by governmental agencies or ERCOT upon wholesale suppliers or REPs under statutes, regulations or courts for services within ERCOT zones. Said charges or refunds will be proportional to MEMBER’s relative contribution to TCAP load within specific ERCOT zones.

**“Retail Electric Provider”** or **“REP”** means the Retail Electric Provider that is party to (i) the REP Services Agreement with TCAP and (ii) the CESA between itself and MEMBER for the provision of retail electric service.

**“Strategic Hedging Program”** or **“SHP”** means an energy procurement strategy approved by TCAP’s Board of Directors, overseen by TCAP’s designated consultants, and administered by TCAP’s appointed Energy Manager, whereby wholesale energy is solicited and procured at agreed upon intervals, as directed by TCAP.

**EXECUTED** on this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**MEMBER:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TCAP:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B**

**COMMERCIAL ELECTRICITY SERVICE AGREEMENT**

This Commercial Electricity Service Agreement, including all of the Attachments, Schedules, and Exhibits, which are attached and incorporated (collectively, the "Agreement"), is entered into between Gexa Energy, LP ("Gexa"), a Texas limited partnership, and Town of Prosper ("Customer"). Gexa and Customer may be referred to individually as a "Party" or collectively as the "Parties".

**SECTION 1: RETAIL ELECTRIC SALES AND SERVICES**

**1.1 Appointment and Scope.** Customer appoints Gexa as its Retail Electric Provider ("REP") for the ESI ID(s) served under this Agreement. Customer authorizes Gexa to: (i) act as Customer's REP for all purposes; and (ii) provide the services required of a REP including, without limitation, the procurement, scheduling and delivery of electricity throughout the Term to each of the ESI ID(s) in accordance with the terms set forth in this Agreement, including the Terms and Conditions of Service set forth in Attachment A. Customer's appointment imposes no other duties on Gexa other than those specified in this Agreement and the REP Services Agreement.

**1.2 Agreement to Purchase.** Customer shall purchase its electricity requirements from Gexa throughout the Term for each of the ESI ID(s) except as otherwise provided. The electricity and services Customer receives from Gexa is for Customer's exclusive proprietary use. Customer alone shall pay for electricity and services provided and for electricity and services Customer fails to take pursuant to its contractual obligations. If Gexa fails to deliver sufficient quantities of electricity to the TDSP for delivery to Customer or fails to schedule the delivery of sufficient quantities of electricity (collectively, a "Scheduling Failure") the TDSP is obligated by law and by its tariff to deliver sufficient electricity to satisfy Customer's needs. If a Scheduling Failure occurs, Gexa shall financially settle, at no additional cost or expense to Customer, with its Qualified Scheduling Entity (as defined by ERCOT) for the purchase of electricity necessary to cover the Scheduling Failure.

**1.3 Membership in TCAP.** Customer is a current member of the Texas Coalition for Affordable Power, Inc. ("TCAP"), and has entered into the Professional Services Agreement (the "PSA") authorizing the purchase of wholesale energy on behalf of the Customer by TCAP and/or TCAP's Energy Manager. Such wholesale energy purchases will affect the calculation of the Energy Price throughout the Term of this Agreement as described in Section 2. If, at any time during the Term, Customer elects to participate in a Power Purchase Agreement with a project to be developed for TCAP's members, and executes the Project Addendum for such project, then the Project Addendum will be attached hereto as Schedule I. Notwithstanding Customer's TCAP membership status, Customer agrees to fulfill all of its obligations under this Agreement, the PSA and, if applicable, the Project Addendum throughout the Term of this Agreement.

**1.4 Term.**

**(a) Effective Date and Termination Date.** Gexa shall provide retail electric service under this Agreement to each ESI ID beginning on the Effective Date and Terminating on the Termination Date, as further defined in this Section 1.4(a) (such period, the "Term"). The Effective Date will occur either (i) on the date occurring on or after the Expected Start Date stated in Attachment B on which each such ESI ID is enrolled with Gexa's service for any new customer, or (ii) if Customer is an existing customer then the Expected Start Date is the meter read date following the expiration of the Customer's prior Agreement with Gexa. Gexa shall continue to provide retail electric service to each ESI ID unless or until the Customer gives notice to TCAP and Gexa of its intent to terminate its membership with TCAP ("Termination Notice"). The Termination Date will occur on each respective ESI ID meter read date during the last month of the calendar year for which electricity has been purchased on Customer's behalf by either TCAP or the Energy Manager in accordance with the PSA prior to the Termination Notice, except that in no event will the Term exceed beyond December 31, 2037. For avoidance of doubt, the Termination Date for each respective ESI ID shall be the sooner to occur of (i) the meter read date occurring in the last month of the calendar year for which electricity has been purchased by either TCAP or the Energy Manager on behalf of the Customer prior to the Termination Notice or (ii) the meter read date occurring in December 2037. As a result of variations in the timing of the Effective Date described in this Section 1.3 the Term may include a partial calendar month in addition to the number of months set forth in Attachment B, if any.

**(b) Delayed Effective Date.** Gexa shall use commercially reasonable efforts to cause the Effective Date for each ESI ID to occur on the Expected Start Date. If the Effective Date for an ESI ID occurs more than 20 days after the Expected Start Date, Customer may provide Gexa with evidence of the amount of electricity purchased by Customer from its current REP in connection with that ESI ID during the period on and after the 21st day after the Expected Start Date until the Effective Date (the "Delayed Effective Date Period"), and the total amount paid by Customer to its current REP for the electricity it purchased during the Delayed Effective Date Period (the "Delayed Effective Date Electricity Amount"). Upon receipt of evidence from Customer Gexa shall calculate and provide Customer a credit against future purchases under this Agreement equal to the positive amount resulting from the following calculation: (a) the Delayed Effective Date Electricity Amount minus (b) the amount that Customer would have paid to Gexa pursuant to this Agreement during the Delayed Effective Date Period for the same amount of electricity purchased by Customer from its



current REP during that period in connection with the affected ESI ID(s); provided, that Gexa shall not be required to provide a credit with respect to any period during a Delayed Effective Date Period where the delay was caused by an event outside of Gexa's control.

(c) **Service After Term.** If, for any reason, service continues beyond the Term, it will be on a month-to-month basis, and the Agreement will continue in effect for the ESI ID(s) except that the Energy Price will be the greater of: (i) the Energy Price as set forth in Section 2.1 below, or (ii) the aggregate weighted average of the Market Rate (as defined herein) as determined for all of the ESI ID(s), for as long as service continues. If Customer has not switched from Gexa to another supplier at the expiration of the Term, Gexa shall serve Customer at the rate set forth in this Section for a minimum of 60 days. After those 60 days, Gexa may continue to serve Customer or terminate the Agreement and disconnect Customer.

**1.5 Modifications to ESI IDs.** Gexa shall work with Customer in good faith during the Term to reasonably accommodate and assist Customer with the management of its electricity needs. If at any time during the Term, Customer wants to i) add or delete one or more ESI IDs, ii) otherwise modify the ESI ID information as a result of a decision by Customer to open, close or sell a facility owned or leased by Customer, iii) expand an existing facility, or iv) increase an existing facility's metered load, then Customer shall provide written notice to Gexa of such change ("ESI ID Change Notice"). If such change to the ESI ID is expected to occur prior to the first month of any calendar year for which the Energy Price has been established as of the date of the ESI ID Change Notice, in accordance with Section 2.1 (a) of this Agreement, such notice shall include Customer's election of the "Special Load Threshold," as defined below, which will apply to such change in load. If, in Gexa's reasonable judgment, i) the addition is a separately metered load which does not exceed the applicable Special Load Threshold; or ii) does not result in a net increase in excess of the applicable Special Load Threshold for an existing facility, Gexa shall use commercially reasonable efforts to promptly implement such changes, including providing required notices to ERCOT. If the addition is a separately metered load which exceeds the applicable Special Load Threshold, or results in a net increase in excess of the applicable Special Load Threshold after consideration of any contemporaneous offsetting load decreases, Gexa shall provide service to that ESI ID and shall determine any incremental charge or credit to provide service to any changed ESI IDs. Gexa shall apply such charge or credit to the affected ESI IDs, after such charges have been reviewed by TCAP. "Special Load Threshold" shall mean additional peak demand that is reasonably expected during the first twelve months following commercial operations to exceed, at Customer's election, either (i) 0.25 MW at any time or an annual average load of 0.125 MW or (ii) 1.0 MW at any time or an annual average load of 0.5 MW. Gexa shall make periodic reports regarding changes to the billing status of any ESI ID(s) available to Customer and TCAP. Amendments that add or remove ESI ID(s) as a result of changes made pursuant to this section are incorporated into this Agreement, and are effective on the Effective Date for each ESI ID(s) added to this Agreement or the date that retail electric service for any removed ESI ID(s) ceases or is transferred to another REP.

## SECTION 2: RETAIL ELECTRIC ENERGY SERVICE CHARGES

### 2.1 Energy Price.

(a) If Customer has elected to fix all or a portion of the Energy Price for a fixed term by providing an Authorized Election Form to TCAP in accordance with the PSA, the Energy Price shall equal the fixed price as determined by TCAP in accordance with the PSA, and the Authorized Election Form. Any portion of the Energy Price that is not fixed shall be noted in the Authorized Election Form, and shall be settled with Customer in accordance with Section 2.2 of this Agreement. If Customer has not made such an election, the Energy Price shall be determined in accordance with the PSA, as follows:

- (i) TCAP shall periodically solicit, or direct its designated Energy Manager to solicit, wholesale energy market quotes, and may direct the Energy Manager to transact at the lowest of the market quotes obtained for the purpose of serving customer's load, in accordance with the PSA (each such transacted quote, a "Wholesale Transaction").
- (ii) Once TCAP has directed its Energy Manager to enter into Wholesale Transactions sufficient to serve Customer's load for a given calendar year, Energy Manager and TCAP shall establish the Energy Price for that Calendar Year in accordance with those procedures outlined in the PSA, which Customer hereby acknowledges it has reviewed and accepted. TCAP shall set the Energy Price for a given Calendar Year no later than nine (9) months prior to the start of such Calendar Year. If Customer elects to participate in a project and executes the Project Addendum, the Energy Price shall include an estimate of the Project Settlement for each month of the Calendar Year in accordance with the Project Addendum.

(b) For the purposes of Section 3 the Energy Price shall be converted to dollars per kWh.

### 2.2 Energy Price Adjustments.

- (a) Energy Manager shall have the right to reconcile the revenues received from the Customer with Energy Manager's Supplier Cost on (i) a quarterly basis, by determining the Quarterly Adjustment in the manner specified in the PSA and (ii) on an annual basis, by determining the Annual Adjustment in the manner specified in the PSA. The Quarterly Adjustment and Annual Adjustment may be either a charge or a credit, and shall be collected from or remitted to Customer, as appropriate, in the manner specified in the PSA.
- (b) TCAP and Energy Manager may mutually agree to fix certain component charges comprising Customer's Energy Price for a given Calendar Year, if TCAP determines that fixing these charges is likely to benefit Customer. Charges that are fixed by TCAP and Energy Manager for a given Calendar Year shall not be included in the calculation of either the Quarterly Adjustment or the Annual Adjustment for such Calendar Year, in accordance with the PSA.

**2.3 Additional Pass-Through Charges.** Gexa shall pass through and identify separately on Customer's bill with no mark-up Delivery Charges, Non-Recurring Charges, or Taxes that are not included in the Energy Price(s). All charges are exclusive of Taxes. Pass-Through charges may include charges related to amounts owed to Gexa and/or Wholesale Supplier in accordance with Section 1.3.

**2.4 Tax Exempt Status.** Customer shall provide Gexa with all required exemption certificates if Customer is exempt from paying any Taxes. Gexa shall not recognize an exemption without the exemption certificates and shall not be required to refund or credit previously paid Taxes unless the taxing entity sends the refund to Gexa. Gexa shall, however, assign to Customer any applicable claims for refund.

**SECTION 3: BILLING AND PAYMENT**

**3.1 Billing and Payment.** Gexa shall invoice Customer's accounts on a monthly basis and shall bill Customer on a consolidated basis for all ESI IDs upon Customer's request. Gexa shall provide a summary bill for all accounts and detailed information for each account. Customer shall remit payment within 30 days of receiving the invoice. Gexa shall base the invoice amount on actual data provided by ERCOT and the TDSP. If ERCOT or the TDSP does not provide actual data in a timely manner, Gexa shall use estimated data to calculate the invoice and, upon receipt of actual data, reconcile the charges and adjust them as needed in subsequent invoices.

**3.2 Project Settlement Agent Services.** Gexa shall remit the total Project Settlement to the Project on a monthly basis, in accordance with the REP Services Agreement.

**3.3 Late Penalties, Interest on Overdue Payments, Invoice Disputes.** If Customer fails to remit all undisputed amounts on or before the due date, interest will accrue on any due and unpaid amounts from the due date at a rate of one percent per month, or the highest rate permitted by law, whichever is less. If Customer disputes a portion of an invoice it shall provide Gexa a written explanation specifying the amount in dispute and the reason for the dispute within 20 days of the invoice date. If Customer does not provide timely notice, Customer shall owe all amounts by the due date. Notwithstanding the above, if Customer notifies Gexa of a disputed invoice, regardless of whether Customer has already paid the invoice, Gexa shall make records in its possession that are reasonably necessary for Customer to determine the accuracy of the invoice available to Customer during normal business hours; provided, however that neither party may request an adjustment or correction of an invoice unless written notice of such dispute is given within twelve months after the due date of such invoice; provided further, that such twelve month limit does not apply in the case of TDSP meter tampering charges first billed to Gexa that prevent Gexa from reasonably adjusting invoices prior to the twelve month period. In all cases, Gexa and Customer shall use good faith efforts to resolve disputes. In the event the Parties are unable to resolve a dispute within ten days of the notice date, either Party may begin legal proceedings to seek resolution. Any amounts determined owed shall be paid within three days after a decision.

**3.4 Aggregator Fees.** Pursuant to the REP Services Agreement between Gexa and TCAP, Gexa is obligated to pay TCAP an amount determined by multiplying a TCAP Aggregation Fee by the volume consumed in association with the ESI IDs (the "Aggregator Fee"). Customer shall pay the Aggregator Fee. The initial TCAP Aggregation Fee is \$0.001 per kWh, however, it may be changed by the TCAP Board of Directors at any time. Gexa shall state the Aggregator Fee as a separate line item on the Customer's bill.

**3.5 Billing Guarantee.** Gexa shall issue an invoice based on actual or estimated usage to Customer for every ESI ID at least one time per month. If, for reasons other than Force Majeure, Gexa fails to invoice an ESI ID within 120 days of any scheduled meter read, Gexa irrevocably waives its right to invoice Customer for any energy consumed at that ESI ID for the meter read cycle that should have been invoiced, unless not less than 10 days prior to the expiration of such 120 day period, Gexa provides Customer with a written explanation of the circumstances that prevent Gexa from issuing that invoice and the expected time by which an invoice can be issued. In such event, Customer and Gexa shall determine a reasonable extension period, not to exceed 30 days, within which an invoice will be issued. Gexa shall adjust or true-up each invoice no more than twice and Gexa shall issue such adjustments within 210 days of the initial issue date. Notwithstanding the foregoing, Gexa may issue an invoice or partial invoice arising from meter tampering charges without limitation and within a reasonable time after first billed to Gexa by the TDSP.

**SECTION 4: CUSTOMER INFORMATION, CREDIT AND DEPOSITS**

**4.1 Customer Information.** By entering into this Agreement and appointing Gexa as Customer's agent for electricity service, Customer authorizes Gexa to obtain certain information that Gexa may need to provide Customer's



electric service, including Customer's address, telephone number, account numbers, historical usage information, and historical payment information from Customer's TDSP, and Customer further authorizes its TDSP to release that information to Gexa.

**4.2 Deposits and Other Security.** A Party (the "Requesting Party") may require the other Party (the "Providing Party") to provide a deposit (or additional deposit if an initial deposit was also required), letter of credit, or other form of credit assurance reasonably acceptable to the Requesting Party (collectively, "Performance Assurance") during the Term of this Agreement if: (i) the Requesting Party determines in its reasonable discretion that there has been a material adverse change in the Providing Party's or its guarantor's (if applicable) credit status or financial condition (which, if applicable, will mean that its credit or bond rating has dropped lower than BBB- by Standard & Poor's Rating Group or Baa3 by Moody's Investor Services or ceases to be rated by either of these agencies); or (ii) Customer has been delinquent in paying the electric bill by more than seven days more than twice during the past twelve months. Any Performance Assurance, less any outstanding balance owed by Providing Party to the Requesting Party, will be returned to the Providing Party once the Providing Party's or its guarantor's (if applicable) credit or financial condition becomes satisfactory or, if applicable, to a credit or bond rating of BBB- or Baa3 or higher, whichever occurs earlier; or, if the Performance Assurance relates to delinquent payments, the Providing Party has paid all outstanding balances and has made all payments within the dates set forth in this Agreement for a period of six consecutive months.

**SECTION 5: EARLY TERMINATION; DAMAGES**

**5.1 Cancellation by Customer for Insufficient Appropriations.** If, during Customer's annual appropriations determination, the applicable governmental authorities do not allocate sufficient funds to allow Customer to continue to perform its obligations under this Agreement (an "Appropriations Failure"), then Customer or Gexa shall have the right to terminate this Agreement in full or as to any affected ESI ID upon 30 days advance written notice effective at the end of the period for which appropriations are made; provided, that if appropriations are subsequently allocated for electricity for the ESI IDs covered by this Agreement, then the termination may be revoked at Gexa's option and those appropriations shall continue to apply to this Agreement and shall not be used for an electricity supply agreement with another REP. Upon a termination of this Agreement for Appropriations Failure, in full or as to any ESI ID(s), Customer shall pay all amounts due Gexa under this Agreement, including the Customer Early Termination Damages.

**5.2 Customer Early Termination Damages.** Except in connection with the closure of a facility associated with an ESI ID pursuant to Section 1.4, in connection with a Force Majeure Event, or as otherwise provided or excused in this Agreement, if Customer cancels this Agreement before the end of the Term and refuses to accept electric supply delivery from Gexa for any ESI ID(s), Gexa may charge Customer early termination damages equal to the sum of (a) the Retail Termination Payment, (b) the QSE Services Termination Payment, (c) the Quarterly and Annual Adjustment Payment, and (d) the Wholesale Transaction Termination Payment, as each of these terms are defined below (the sum total of these, the "Customer Early Termination Damages"). The "Retail Termination Payment" shall equal the product of (a) the Expected Usage for each ESI ID subject to Customer's cancellation or refusal of electric supply delivery ("Customer Terminated Usage") multiplied by (b) the sum of (i) the Aggregator Fee and (ii) the REP Services Fee specified in the REP Services Agreement. The "QSE Services Termination Payment" shall equal the product of (a) the Customer Terminated Usage grossed up for losses multiplied by (b) the QSE Services Fee, as defined in the PSA. The "Quarterly and Annual Adjustment Payment" shall be calculated by the Energy Manager in accordance with the PSA, and shall include any Quarterly and Annual Adjustment amounts for electricity provided to the Customer under this Agreement prior to the termination of this Agreement, which have not yet been charged or credited to Customer, as appropriate. For avoidance of doubt, the Quarterly and Annual Adjustment Payment may be either a charge or a credit to Customer, as calculated in accordance with the PSA. If the Customer Early Termination Damages are charged due to an Event of Default by Customer, then the Customer Early Termination Damages will also include Gexa's reasonable costs relating to the determination and collection of Customer Early Termination Damages, including attorney and consultant fees incurred. The provisions in Section 3 related to Billing and Payment apply to the billing, due date, and collection of Customer Early Termination Damages. Customer agrees that Customer Early Termination Damages are a reasonable estimate of the damages due Gexa for failure to accept electric supply, and are not punitive in nature.

**5.3 Termination for Wholesale Supply Failure.** If, during the Term, the Wholesale Transactions are terminated as a result of a default by the Energy Manager ("Wholesale Supply Failure"), then this Agreement will also terminate effective on the date the Wholesale Agreement terminates. In the event of a termination for Wholesale Supply Failure, Gexa shall pay Customer a Wholesale Termination Payment if required by Section 5.5.

**5.4 Gexa Early Termination Damages.** Except for a Wholesale Supply Failure, a Force Majeure Event, or as otherwise provided or excused in this Agreement, if Gexa cancels this Agreement and refuses to provide electric supply delivery to Customer for any or all ESI ID(s), Customer shall have the right to charge Gexa an early termination penalty equal to the amount determined as follows: the product of (i) the Expected Usage for each ESI ID subject to Gexa's cancellation or refusal of electric supply delivery ("Gexa Terminated Usage") multiplied by (ii) the REP Services Fee specified in the REP Services Agreement (that result the "Gexa Early Termination Damages"). If the Gexa Early Termination Damages are charged due to an Event of Default by Gexa, then the Gexa Early Termination Damages will also include Customer's reasonable costs relating to the determination and collection of Gexa Early Termination

Damages, including attorney and consultant fees incurred. Gexa agrees the Gexa Early Termination Damages are a reasonable estimate of the damages due Customer for failure to deliver electric supply, and are not punitive in nature.

**5.5 Wholesale Transaction Termination Payment.** If the Wholesale Transactions are terminated then Gexa shall calculate the portion of the termination payment paid under each Wholesale Transaction attributable to Customer's load. The termination payment under each Wholesale Transaction shall be calculated by subtracting the Wholesale Supplier's actual cost for the portion of the Wholesale Transaction still outstanding for the remainder of the Term from the current market value of comparable electric energy futures contracts. Energy Manager, in its sole discretion, shall determine the current market value of a comparable electricity futures contract within three (3) business days of the termination of a Wholesale Transaction, and shall be either (i) the value of the Wholesale Transaction actually sold to a third-party market participant or (ii) a third-party market quote for a comparable electricity energy future contracts. Energy Manager shall sum Customer's prorata share of each termination payment for each Wholesale Transaction attributable to Customer's Load to determine a total Wholesale Transaction Termination Payment under this Agreement (the "Wholesale Transaction Termination Payment"). Customer or Gexa shall pay the Wholesale Transaction Termination Payment to the other, as appropriate, in the manner described below and without regard to who is a defaulting party. If the Wholesale Transaction Termination Payment is negative, Customer shall pay Gexa the Wholesale Transaction Termination Payment. If the Wholesale Transaction Termination Payment is positive, Gexa shall pay Customer the Wholesale Transaction Termination Payment. To the extent a termination payment due from Gexa to the Energy Manager is adjusted in Gexa's account to reflect the full benefit of TCAP transacting with a replacement REP, Gexa shall make corresponding adjustments to the Wholesale Transaction Termination Payment on a pro-rata basis. Gexa shall remit a Wholesale Transaction Termination Payment due Customer, within 30 days of Gexa receiving the payment from the Energy Manager. Customer shall remit a Wholesale Transaction Termination Payment due Gexa within 30 days of Gexa's invoice. Gexa shall use commercially reasonable efforts to collect Termination Payments from the Energy Manager that include amounts due Customer.

**SECTION 6: NOTICES AND PAYMENT**

**6.1 General Notice.** Except as otherwise required by Applicable Law, all notices are deemed duly delivered if hand delivered or sent by United States, prepaid first class mail, facsimile, or by overnight delivery service. Notice by facsimile or hand delivery is effective on the day actually received, notice by overnight United States mail or courier is effective on the next business day after it is sent, and notice by U.S. Mail is effective on the second day after it is sent. The Parties shall send notices to the addresses below or any other address one Party provides to the other in writing:

- a. If to Customer:  
Town of Prosper  
PO Box 307  
250 W. First Street  
Prosper, TX 75078
  
- b. If to Gexa:  
Gexa Energy, LP  
20455 State Highway 249, Suite 200  
Houston, Texas 77070

**6.2 Payments.** The Parties shall send payments to the addresses below or any other address one Party provides to the other in writing:

- a. If to Customer:  
Town of Prosper  
PO Box 307  
250 W. First Street  
Prosper, TX 75078
  
- b. If to Gexa:  
Gexa Energy, LP  
20455 State Highway 249, Suite 200  
Houston, Texas 77070

**SECTION 7: DEFINITIONS**



**7.1 Definitions.** In addition to terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, capitalized terms have the meanings set forth in this Section 7.1. All other capitalized terms not otherwise defined shall have the meanings given them in the following documents, with any conflicting definitions contained in those documents applied in the following order: PURA, the PUCT Substantive Rules, and the ERCOT Protocols.

1. **"Actual Usage"** means the actual amount of electric energy (in kWh) used at the ESI ID(s) as determined by the TDSP.
2. **"Delivery Charges"** means those charges or credits from the TDSP pursuant to its tariff, including, but not limited to: Transmission and Distribution Charges, System Benefit Fund Charge, Nuclear Decommissioning Charge, Competitive Transition Charge, Standard Customer Metering Charge, Customer Charge, Merger Savings and Rate Reduction Credit, Excess Mitigation Credit and Utility Imposed Reactive Power Charges.
3. **"EEI Master Agreement"** mean an EEI Master Agreement between Gexa and the Energy Manager governing the Wholesale Transactions entered into by the Energy Manager in accordance with Section 2.1 and transferred by the Energy Manager to Gexa.
4. **"Effective Date"** means the date of the first meter reading of an ESI ID provided to Gexa by the TDSP after the TDSP and ERCOT shall have timely performed any required enrollment and cancellation procedures necessary to switch Customer's REP to such ESI ID to Gexa.
5. **"Electricity Related Charges"** means, unless noted otherwise: Ancillary Services Charge, Congestion, ERCOT Administrative Fee, Delivery Loss Charge, Transmission Loss Charge, Renewable Energy Credit Charge, Residential Energy Credit Charge, Unaccounted For Energy Charge, Qualified Scheduling Entity Charge, Imbalance Settlement Charge.
6. **"Energy Manager"** means the wholesale market participant designated by TCAP to perform the services described in the PSA.
7. **"Energy Price(s)"** means the rates per unit of measure specified in Section 2.1 and includes all Electricity Related Charges.
8. **"ERCOT"** means the Electric Reliability Council of Texas.
9. **"ERCOT Protocols"** means the document adopted, published, and amended from time to time by ERCOT, and initially approved by the PUCT, to govern electric transactions in the ERCOT Region, including any attachments or exhibits referenced in the document, that contains the scheduling, operating, planning, reliability, and settlement policies, rules, guidelines, procedures, standards, and criteria of ERCOT, or any successor document thereto.
10. **"ESI ID(s)"** means the Electric Service Identifiers for the property service addresses identified on Attachment B to this Agreement or if Customer is an existing Gexa customer then the list of service addresses currently served by Gexa, as such list may be modified from time to time as provided in Section 1.4.
11. **"Expected Usage"** means either the amount stated in Attachment B calculated for the remaining Term, or if no amounts are stated or Customer is an existing Gexa customer then the average actual monthly Customer energy usage from the comparable month from the previous year (or if an average cannot be computed due to limited service by Gexa or other circumstances, an average monthly usage as is reasonably determined by Gexa) times the number of months remaining in the Term as outlined in Section 1.4.
12. **"kWh"** means kilowatt hour.
13. **"LMP" or "Locational Marginal Price"** means the price calculated for the applicable trading hub pursuant to the ERCOT Protocols.
14. **"Market Rate"** means 135% of the load-weighted average of the hourly LMPs at the corresponding load zone, as determined for any delivery period.
15. **"Nodal Market"** means the implementation of wholesale market design by ERCOT with locational marginal pricing for resources.
16. **"Nodal Congestion"** means the positive difference in price between the real-time settlement point price as determined by ERCOT for the trading hub and the real-time settlement point price as determined by ERCOT for the load zone associated with the customer Facilities.
17. **"Non-Recurring Charges"** means any charges imposed by the TDSP or other third parties on a non-recurring basis for services, repairs or additional equipment needed for Customer's electric service.
18. **"PUCT"** means Public Utility Commission of Texas.



19. "Project Settlement Payment" means the Project Settlement Payment as defined in the Project Addendum, attached as Schedule I to this Agreement.
20. "QSE Services Fee" means the fee owed from Customer to Gexa, and remitted from Gexa to Energy Manager, for QSE Services performed by Energy Manager for the Term, as mutually agreed between TCAP and Energy Manager, the Customer having authorized TCAP to negotiate such fee on behalf of Customer in the PSA. The QSE Services Fee shall be included in the Energy Price for the Term.
21. "REP Services Agreement" means the REP Services Agreement currently in effect during the Term, as amended from time to time, between Gexa and TCAP.
22. "REP Services Fee" means the fee owed from Customer to Gexa, for REP services rendered during the Term, as mutually agreed between TCAP and Gexa, the Customer having authorized TCAP to negotiate such fee on behalf of Customer in the PSA. The REP Services Fee shall be included in the Energy Price for the Term.
23. "Taxes" means all taxes, assessments, levies, duties, charges, fees and withholdings of any kind levied by a duly-constituted taxing authority and all penalties, fines, and additions to tax, and interest thereon that are directly related to the services provided under this Agreement, but does not include the System Benefit Fund fee and fees and charges imposed by ERCOT. By way of example only, Taxes includes: Sales Tax, Miscellaneous Gross Receipts Tax, PUCT Assessment Fees and Franchise Fees.
24. "TCAP" means Texas Coalition for Affordable Power, an aggregation pool of governmental and other entities organized and administered by TCAP of which Customer is a member for the ESI IDs.
25. "TDSP" or "Transmission and Distribution Service Provider" means an entity regulated by the State of Texas, which transmits or distributes electric energy.

**Attachments:**

Attachment A

Attachment B (for new TCAP Customers only)

Terms and Conditions of Service

Offer Sheet (ESI ID list and Expected Start Date)

|   |  |
|---|--|
| <p><b>CUSTOMER:</b></p> <p><u>Town of Prosper</u></p> | <p><b>GEXA:</b></p> <p>Gexa Energy, LP, By its General Partner Gexa Energy GP, LLC</p> |
| By:   | By:  |
| Printed:  | Printed:   |
| Title:  | Title:   |
| Date:   | Date:  |

**Terms and Conditions of Service  
Attachment A**

These Terms and Conditions of Service form an integral part of the Commercial Electricity Service Agreement between Customer and Gexa. In addition to the terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, capitalized terms have the meanings set forth in Section 7.1 of this Agreement. Customer should thoroughly review the entire Agreement, including these Terms and Conditions of Service, before executing this Agreement.

**A. REPRESENTATIONS AND WARRANTIES**

**A.1 Customer's Representations and Warranties.** As a material inducement to entering into this Agreement, Customer represents and warrants to Gexa as follows: (a) it is a duly organized entity and is in good standing under the laws of Texas; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate the terms or conditions of contracts it is party to or laws applicable to it; (c) performance of this Agreement will be duly authorized by all necessary action and will not violate the terms or conditions of contracts it is party to; (d) as of the date sales of electricity by Gexa to Customer under the Agreement start, Customer will have all regulatory authorizations necessary for it to legally perform its operations and such performance will not violate the terms or conditions of contracts it is party to or laws applicable to it; (e) this Agreement is a legal, valid, and binding obligation of Customer enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain the same may be pending; (f) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it; (g) there are no suits, proceedings, judgments, rulings, or orders by or before any court or any government authority that could materially adversely affect its ability to perform the Agreement; and (h) as of the Effective Date and throughout the Term, there is no other contract for the purchase of electricity by Customer for the ESI ID(s), or, if such a contract presently exists, that it will terminate prior to delivery under this Agreement.

**A.2 Gexa's Representations and Warranties.** As a material inducement to entering into this Agreement, Gexa represents and warrants to Customer as follows: (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform the Agreement; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate the terms or conditions of its governing documents or contracts it is party to or any laws applicable to it; (c) performance of the Agreement will be duly authorized by all necessary action and will not violate the terms or conditions of its governing documents or contracts it is party to; (d) as of the date sales of electricity by Gexa to Customer under the Agreement start, Gexa will have all regulatory authorizations necessary for it to legally perform its operations and such performance will not violate the terms or conditions of its governing documents, contracts it is party to, or laws applicable to it; and (e) the Agreement constitutes a legal, valid, and binding obligation of Gexa enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain the same may be pending.

**A.3 Forward Contract.** (i) This Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code ("Code"); (ii) Gexa is a forward contract merchant; and (iii) either Party is entitled to the rights under, and protections afforded by, the Code.

**B. DISCLAIMERS OF WARRANTIES; LIMITATION OF LIABILITIES**

**B.1 LIMITATIONS OF LIABILITY.** LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR AS OTHERWISE PROVIDED, ARE LIMITED TO DIRECT ACTUAL DAMAGES. GEXA IS NOT LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES OR LOSS OF REVENUES OR PROFIT. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. EXCEPT FOR (a) THE GEXA EARLY TERMINATION DAMAGES DUE IF GEXA DEFAULTS, (b) THE CUSTOMER EARLY TERMINATION DAMAGES DUE IF CUSTOMER DEFAULTS, AND (c) THE WHOLESALE TRANSACTION TERMINATION PAYMENT, THE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF ALL DOLLARS PAID BY CUSTOMER TO GEXA (IF CUSTOMER) OR RECEIVED BY GEXA (IF GEXA) PURSUANT TO THIS AGREEMENT. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

**B.2 Duty to Mitigate.** Each Party shall mitigate damages and use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance.

**B.3 WAIVER OF CUSTOMER PROTECTION RULES AND CONSUMER RIGHTS.** THE PARTIES FURTHER ACKNOWLEDGE THAT THE CUSTOMER PROTECTION RULES ADOPTED BY THE PUBLIC UTILITY COMMISSION (AS CONTAINED IN ITS SUBSTANTIVE RULES 25.471 ET SEQ.) ("CUSTOMER PROTECTION RULES") THAT PERTAIN TO RETAIL ELECTRIC SERVICE RELATED TO RESCISSION RIGHTS, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, RECORDKEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES DO NOT APPLY TO THIS AGREEMENT. EXCEPT AS SET FORTH IN THIS SECTION, CUSTOMER EXPRESSLY WAIVES THE CUSTOMER PROTECTION RULES THAT PERTAIN TO RETAIL ELECTRIC SERVICE RELATED TO RESCISSION RIGHTS, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, RECORDKEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. CUSTOMER FURTHER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41, ET. SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS



SPECIAL RIGHTS AND PROTECTIONS. CUSTOMER REPRESENTS AND WARRANTS TO GEXA THAT: (a) CUSTOMER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION IN RELATION TO GEXA; (b) CUSTOMER IS REPRESENTED BY LEGAL COUNSEL THAT WAS NEITHER DIRECTLY NOR INDIRECTLY IDENTIFIED, SUGGESTED OR SELECTED BY GEXA; AND (c) CUSTOMER VOLUNTARILY CONSENTS TO THIS WAIVER AFTER CONSULTATION WITH ITS LEGAL COUNSEL.

**B.4 UCC/Disclaimer of Warranties.** The electricity delivered is a "good" as that term is understood in the Texas B&CC (UCC §2.105). The Parties waive the UCC to the fullest extent allowed by law and the UCC requirements do not apply to this Agreement, unless otherwise provided. If there is a conflict between the UCC and this Agreement, this Agreement controls. Neither Party controls nor physically takes possession of the electric energy prior to delivery to Customer's ESI ID(s). Therefore, neither Party is responsible to the other for any damages associated with failure to deliver the electric energy, nor for damages it may cause prior to delivery to Customer's ESI ID(s). Once the electric energy is delivered to Customer's ESI ID(s) it is deemed in possession and control of Customer. ELECTRICITY SOLD UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARDS OF THE APPLICABLE LOCAL DISTRIBUTION UTILITY AND WILL BE SUPPLIED FROM A VARIETY OF SOURCES. GEXA MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND GEXA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GEXA EXPRESSLY NEGATES ALL OTHER REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF WARRANTY WITH RESPECT TO CONFORMITY, TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

**B.5 Force Majeure.** Gexa shall make commercially reasonable efforts to provide electric service, but does not guarantee a continuous supply of electricity. Gexa does not generate electricity nor does it transmit or distribute electricity. Causes and events out of the control of Gexa and Customer ("Force Majeure Event(s)") may result in interruptions in service or the ability to accept electricity. If either Party is unable to perform its obligations, in whole or in part, due to a Force Majeure Event, then the obligations of the affected Party (other than the obligation to pay any amounts owed to Gexa that relate to periods prior to the Force Majeure Event) are suspended to the extent made necessary by such Force Majeure Event. Therefore, neither Party is liable to the other Party for damages caused by Force Majeure Events, including acts of God, acts of, or the failure to act by, any governmental authority (including the PUCT or ERCOT and specifically including failure by ERCOT to make Customer meter read data available), accidents, strikes, labor troubles, required maintenance work, events of "force majeure" or "uncontrollable force" or a similar term as defined under the applicable transmission provider's tariff, inability to access the local distribution utility system, non-performance by the supplier or the local distribution utility, changes in laws, rules, or regulations of any governmental authority (including the PUCT or ERCOT) that would prevent the physical delivery of energy to Customer's facilities, or any cause beyond such Party's control. The Parties agree that Appropriations Failures and Scheduling Failures are not Force Majeure Events.

**C. CONFIDENTIALITY AGREEMENT**

**C.1 Confidentiality.** Customer is a governmental body subject to public information laws, including Chapter 552 of the Texas Government Code. If Customer receives a valid request under applicable public information laws for information related to this Agreement, it shall provide Gexa notice of the request including a description of the information sought prior to Customer's release of information so that Gexa has the opportunity to determine whether such information is subject to an exception as trade secret, competitive, commercial, or financial information. With the exception of the preceding disclosures pursuant to public information laws, a Party (that party, the "Receiving Party") shall keep confidential and not disclose any to third parties Confidential Information which is disclosed to the Receiving Party by the other Party (that party, the "Disclosing Party") except for disclosures to Authorized Parties or as required by law. "Confidential Information" means information in written or other tangible form which is marked as "Confidential" when it is disclosed to the Receiving Party, except that Confidential Information shall not include information which (i) is available to the public, (ii) becomes available to the public other than as a result of a breach by the Receiving Party of its obligations hereunder, (iii) was known to the Receiving Party prior to its disclosure by the Disclosing Party, or (iv) becomes known to the Receiving Party thereafter other than by disclosure by the Disclosing Party. The provisions of this Section apply regardless of fault and survive termination, cancellation, suspension, completion or expiration of this Agreement for a period of two (2) years. Customer authorizes Gexa to provide TCAP with all information requested by TCAP about Customer's account and billings. "Authorized Parties" means those officers, directors, employees, agents, representatives and professional consultants of the Parties, and of the Parties' affiliates, that have a need to know the Confidential Information for the purpose of evaluating and performing this Agreement.

**D. DEFAULT AND REMEDIES**

**D.1 Events of Default.** An event of default ("Event of Default") means: (a) the failure of Customer to make, when due, any payment required under this Agreement for any undisputed amount if that payment is not made within fifteen (15) business days after receipt of written notice (facsimile or electronic mail are valid forms of notice for this paragraph) from Gexa; or (b) any representation or warranty made by a Party proves to be false or misleading in any material respect; (c) except as provided in clause (a) above or otherwise in this section D.1, the failure of any Party to perform its obligations under this Agreement and that failure is not excused by Force Majeure and remains uncured following 20 business days written notice of the failure; (d) the defaulting Party (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) files a petition or otherwise commences, authorizes or acquiesces to a bankruptcy proceeding or similar proceeding for the protection of creditors, or has such a petition filed against it and that petition is not withdrawn or dismissed within 20 business days after filing; or (iii) otherwise becomes insolvent; or (iv) is unable to pay its debts when due; or (v) fails to establish, maintain or extend Credit in form and in an amount acceptable to Gexa when required; or (e) the Wholesale Transaction is terminated due to a default by Gexa under CESAs with other TCAP members or due to a default by the Energy Manager under the

Wholesale Transaction. If an Event of Default listed in subsection (d) of this Section occurs, it is deemed to have automatically occurred prior to such event.

**D.2 Remedies upon an Event of Default.** If an Event of Default occurs and is continuing, upon written notice to the defaulting Party, the non-defaulting Party may (a) commence an action to require the defaulting Party to remedy such default and specifically perform its duties and obligations in accordance with the Agreement; (b) exercise any other rights and remedies it has at equity or at law, subject to the Agreement's Limitations of Liabilities; and/or (c) suspend performance; provided, however, that suspension shall not continue for longer than ten (10) Business Days unless the non-defaulting Party has declared an early termination with proper notice. If Customer is responsible for an Event of Default and fails to cure within ten (10) days of written notice (such additional cure period does not apply to default for non-payment), in addition to its other remedies, Gexa may (i) terminate this Agreement; and (ii) charge Customer the Customer Early Termination Penalty pursuant to Section 5 of this Agreement. Notwithstanding the above, Gexa shall not disconnect or order disconnection of service to Customer unless the following events have all occurred: (1) Customer has an Event of Default for nonpayment under Section D.1(a) above, (2) Gexa gives Customer a ten (10) day written disconnection notice; and (3) Customer does not pay all undisputed outstanding payments owed by the end of the ten (10) day notice period. .

**E. MISCELLANEOUS PROVISIONS**

**E.1 Disclaimer.** This Agreement does not constitute, create, or otherwise recognize the existence of a joint venture, association, partnership, or other formal business entity of any kind among the Parties and the rights and obligations of the Parties are limited to those set forth in this Agreement.

**E.2 Headings.** The descriptive headings of the Articles and Sections of this Agreement are inserted for convenience only and are not intended to affect the meaning, interpretation or construction of this Agreement.

**E.3 Waiver.** Except as otherwise provided, failure of a Party to comply with an obligation, covenant, agreement, or condition may be waived by the other Party only in a writing signed by the Party granting the waiver, but that waiver does not constitute a waiver of, or estoppel with respect to a subsequent failure of the first Party to comply with that obligation, covenant, agreement, or condition.

**E.4 Assignment.** Except as provided in the REP Services Agreement, Customer shall not assign this Agreement, in whole or in part, or any of its rights or obligations pursuant to the Agreement without Gexa's prior written consent, which shall not be unreasonably withheld. Gexa may withhold consent if a proposed assignee fails to be at least as creditworthy as Customer as of the Effective Date. Gexa may: (a) transfer, sell, pledge, encumber or assign the revenues or proceeds of this Agreement in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to a Gexa affiliate with operating capability and financial condition substantially similar to Gexa; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Gexa with an operating capability and financial condition substantially similar to Gexa as of the execution date of this Agreement; and/or (d) transfer or assign this Agreement to a certified REP with an operating capability and financial condition substantially similar to Gexa as of the execution date of this Agreement. In the case of (b), (c), or (d), any such assignee shall agree in writing to be bound by these Terms and Conditions of Service, and upon assignment, Gexa shall have no further obligations under this Agreement. Gexa shall not assign the Agreement to a non-affiliated entity (including its guarantor) that has a credit rating lower than BBB- without the prior written consent of TCAP, which shall not be unreasonably withheld.

**E.5 No Third-Party Beneficiaries.** This Agreement does not confer any rights or remedies on any person or party other than the Parties, their successors and permitted assigns; except that the Parties recognize that TCAP is entitled to receive the Aggregator Fee .

**E.6 Severability.** If a provision of this Agreement is held to be unenforceable or invalid by a court or regulatory authority of competent jurisdiction, the validity and enforceability of the remaining provisions are unaffected by that holding, and the Parties shall, to the extent possible, negotiate an equitable adjustment to the provisions of this Agreement in order to preserve the original intent and purpose of this Agreement.

**E.7 Entire Agreement; Amendments.** This Agreement constitutes the entire understanding between the Parties, and supersedes any and all previous understandings, oral or written, with respect to the subjects it covers. This Agreement may be amended only upon the mutually signed, written agreement of the Parties.

**E.8 Further Assurances.** The Parties shall promptly execute and deliver, at the expense of the Party requesting such action, any and all other and further instruments and documents which are reasonably requested in order to effectuate the transactions contemplated in this Agreement.

**E.9 Emergency, Outage and Wire Service.** In the event of an emergency, outage or service need, Customer shall call the TDSP for the service area of the ESI ID experiencing the emergency, outage or service need.

**E.10 Customer Care.** Customer may contact Gexa Customer Care if Customer has specific comments, questions, disputes, or complaints toll free at 1-866-961-9399, Monday to Friday 7:00 a.m. – 8:00 p.m. CST and Saturday from 8:00 a.m. – 2:00 p.m.. Gexa shall assist and cooperate with Customer regarding communications with a TDSP relating to service to any ESI ID served by Gexa under this Agreement.

**E.11 Governing Law.**

a. This Agreement is governed by and construed and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas, without regard to the State of Texas conflict of laws provisions.

b. All disputes between the Parties under this Agreement which are not otherwise settled will be decided by a court of competent jurisdiction in Harris County, Texas, and the Parties submit to the jurisdiction of the courts of the State of Texas and the Federal District Courts in Houston, Harris County, Texas. All disputes are governed under the laws of the State of Texas.

c. Subject to the provisions of E.11.a. above, this Agreement is subject to, and in the performance of their respective obligations under this Agreement the Parties shall comply with, all applicable federal, state and local laws, regulations and requirements (including the rules, regulations and requirements of quasigovernmental and regulatory authorities with jurisdiction over the Parties, including ERCOT) (collectively, "Applicable Law").

**E.12 No Presumption Against Drafting.** Both Parties contributed to the drafting of this Agreement. The rule of construction that any ambiguity is construed against the party who drafted this Agreement does not apply to this Agreement.

**E.13 Counterparts; Facsimile Copies.** This Agreement may be executed in counterparts, all of which constitute one and the same Agreement and each is deemed an original. A facsimile copy of either Party's signature is considered an original for all purposes, and each Party shall provide its original signature upon request.

**E.15 Offer for Electric Service; Refusal of Service.** This Agreement, including these Terms and Conditions of Service, constitute an offer for electric service, and is expressly conditioned on acceptance of this Agreement by Gexa. Gexa may refuse to provide electric service to Customer subject to the requirements of Applicable Law.



PROFESSIONAL SERVICES AGREEMENT BETWEEN  
TOWN OF PROSPER, TEXAS AND TEXAS COALITION FOR AFFORDABLE  
POWER, INC.

This Professional Services Agreement (“AGREEMENT”) is made and entered by and between Texas Coalition for Affordable Power, Inc. (“TCAP”), a non-profit, political subdivision corporation, and Town of Prosper (“MEMBER”), a TCAP member.

**SECTION 1 DURATION:**

This AGREEMENT becomes effective as of signing by MEMBER and shall remain effective as long as MEMBER is being served by TCAP and MEMBER’s electric load included in a current TCAP procurement.

**SECTION 2 PURPOSE OF AGREEMENT:**

The purpose of this AGREEMENT is to define services and obligations of TCAP to MEMBER and obligations of MEMBER to TCAP and other members. In furtherance of this AGREEMENT, MEMBER will enter into a Commercial Electric Service Agreement (“CESA”) with a retail electric provider (“REP”) selected by TCAP pursuant to the terms set forth herein; provided that nothing in this AGREEMENT is intended to alter the price or other terms of MEMBER’s current CESA in effect through December 31, 2022.

**SECTION 3 OBLIGATIONS OF TCAP TO MEMBER:**

MEMBER authorizes TCAP to contract for the purchase of energy for MEMBER in the wholesale market from an energy manager selected by TCAP (“Energy Manager”) and to select an acceptable, cost-beneficial REP to serve MEMBER’s electric accounts. TCAP shall provide procurement services, which services shall consist of securing wholesale power for MEMBER through an alternative procurement strategy, such as TCAP’s Strategic Hedging Program (“SHP”), as may be authorized and defined by TCAP’s Board of Directors. MEMBER may elect to consider fixed-price, fixed-term offers for wholesale power supply, such election to be communicated to TCAP separately in writing by providing an Authorized Election Form to TCAP, the form of which has been attached to this AGREEMENT as Exhibit A. If MEMBER has provided to TCAP an Authorized Election Form, TCAP’s procurement services to MEMBER shall also consist of arranging fixed-price, fixed-term offers to MEMBER following solicitation of competitive offers. TCAP consultants and attorneys will negotiate terms and conditions of all contracts, monitor performance of Energy Managers and REPs, work to avoid and remedy problems that may be encountered by MEMBER where possible, assist MEMBER with wires company issues, and represent MEMBER in energy related matters before State agencies, the courts or legislature. TCAP will provide additional customer services to MEMBER that are defined in SECTION 5.

**SECTION 4 OBLIGATIONS AND RIGHTS OF MEMBER:**

MEMBER will honor the terms of its CESA and promptly pay or promptly dispute invoices from its REP. MEMBER will comply with the confidentiality and non-disclosure obligations contained in its CESA and Section 7 of this AGREEMENT. MEMBER will designate one or more individuals to receive notices and updates from TCAP and will promptly update contact information. MEMBER will pay aggregation fees to support the non-profit functions of TCAP assessed annually by the TCAP Board of Directors and recovered as part of the energy charges paid to REP. Also, MEMBER will pay or receive refunds equal to the Quarterly Adjustment and the Annual Adjustment mutually agreed upon by TCAP and the Energy Manager to address certain variable costs and charges, including costs imposed by ERCOT, such payment or receipt of funds subject to the reserve account as further described herein. TCAP members will fund, and TCAP will maintain and administer, a reserve account to facilitate the reconciliation of any Quarterly Adjustments or Annual Adjustments by collecting any excess amounts paid and/or paying any deficient amounts incurred (as possible). The reserve account balance will be maintained at a minimum level to cover anticipated future needs for up to two (2) years. The TCAP Board may vote to refund to members amounts in excess of future anticipated needs. Any monies remaining in the reserve account at the dissolution of TCAP will be refunded to current membership at the time of dissolution. TCAP is owned and controlled by its members and is governed by a Board of Directors consisting of employees or elected officials of members. Consistent with TCAP's Bylaws, each MEMBER has a right to nominate its representative to serve on the Board of Directors and has a right to vote in annual elections of Board members. MEMBER has a right to attend or monitor each Board meeting. TCAP has a financial audit performed each year and MEMBER has a right to a copy of the annual audit upon request.

**SECTION 5 TCAP SERVICES TO MEMBER:**

**A. Procurement of Energy Supplies and REP Services**

**1. TCAP Procurement Services and Capabilities**

TCAP will assist prospective members in reviewing market conditions and in estimating the most price opportune time to contract for energy supplies. TCAP will work with MEMBER to achieve a competitive price that balances supply security and risk tolerance while maintaining superior billing and customer services. As a political subdivision corporation, offering electricity procurement to political subdivisions, TCAP has the ability to procure wholesale energy supplies and REP services separately to secure the most effective combination of competitively priced energy supplies and superior billing and customer services. TCAP may utilize either wholesale or retail sources of power, or some combination of both. TCAP may utilize multiple suppliers with different generation resources. TCAP will solicit bids from multiple sources for energy supplies. TCAP aggregates the load of all members to maximize clout in negotiating contract terms. TCAP's objective in negotiations with suppliers is to continue obtaining favorable terms

regarding band widths for annual usage based on total load of all members (rather than based on MEMBER's individual load) and to minimize fees for adding or deleting accounts. TCAP will monitor the wholesale and retail markets for favorable hedging opportunities. TCAP will also monitor, evaluate and issue requests for proposals for power development opportunities beneficial to its MEMBERS, including renewable projects (each, a "Power Project").

## **2. MEMBER Procurement Options**

If MEMBER elects a fixed-price contract for a fixed period by submitting an Authorized Election Form, TCAP will function as MEMBER'S agent in the wholesale energy marketplace in soliciting, evaluating and negotiating each such fixed-price contract. Absent an election, MEMBER shall participate in other procurement strategy options offered by TCAP, such as TCAP's SHP, and TCAP will function as MEMBER's electric energy procurer. As such, TCAP will (i) oversee the Energy Manager, (ii) will direct the Energy Manager to solicit wholesale energy market quotes, (iii) will cause the Energy Manager to transact at the most favorable executable market quotes and (iv) will negotiate and develop the Energy Price in MEMBER'S CESA (the "CESA Energy Price"). The CESA Energy Price shall be developed and agreed upon by TCAP, the Energy Manager and the REP and shall include the wholesale energy market transactions as well as Energy Manager's estimate of any non-fixed charges, including zonal congestion charges, ancillaries service charges, and other charges in connection with MEMBER'S load. If MEMBER elects to purchase power from a Power Project solicited and chosen by TCAP via a competitive RFP process (or other similar process), TCAP will function as MEMBER'S electric energy procurer, and will direct the Energy Manager to include the value of the power procured from such projects in the development of MEMBER'S CESA price.

### **B. Customer and Billing Services Provided by TCAP**

#### **1. REP Portal**

TCAP consultants oversee the development and presentation of the REP's portal for TCAP members; the REP will be responsible for operation of the portal. TCAP provides training and assistance regarding portal use.

#### **2. REP Customer Service**

TCAP negotiates with the REP regarding service standards and annually reviews REP performance. TCAP maintains a right to replace a REP for unsatisfactory performance without affecting the price of wholesale power, so long as the replacement REP has a credit rating acceptable to the Energy Manager. TCAP continuously monitors customer billings and will alert both the REP and MEMBER, when appropriate, of any billing errors and the adjustments needed to ensure accurate and reliable billings to MEMBER. TCAP will advocate on behalf of MEMBER when needed to resolve billing or customer service issues.



TCAP will review customer billings and make MEMBER aware of inactive accounts that MEMBER may be able to disconnect to save monthly charges.

**3. TCAP Assistance with Budgets and Required Filings and Assistance with TDSP Issues**

TCAP monitors Public Utility Commission (“PUC”) and ERCOT activity and will provide MEMBER a forecast of changes in non-by passable charges that may impact MEMBER’s annual budget estimates. TCAP will prepare an annual electricity cost estimate for MEMBER. TCAP will assist MEMBER in preparation of energy related reports that may be necessary for MEMBER to file in response to legislative or agency mandates. TCAP will assist MEMBER in understanding non-bypassable charges included in REP invoices, and assist in resolving issues caused by errors of MEMBER’S Transmission and Distribution Service Provider (“TDSP” aka “wires company”).

**4. Information Services**

TCAP maintains a member web site, [www.tcaptx.com](http://www.tcaptx.com). In addition to regular blog postings on energy news relevant to MEMBER, TCAP has prepared and posted major reports on the history of deregulation in Texas and a history of ERCOT. TCAP consultants continuously monitor the Nymex gas market, ERCOT energy market, and economic conditions that may affect MEMBER, as well as activities at the PUC and ERCOT. Important trends are noted in consultant reports to the Board of Directors and are attached to Board Minutes. TCAP’s Executive Director prepares and distributes a monthly newsletter and coordinates TCAP activities with various city coalitions and Texas Municipal League (“TML”). The Executive Director monthly newsletters will also include important or trending issues in the energy markets.

**5. Demand Response, Distributed Generation and Cost Savings Strategy**

TCAP will work with relevant service providers to make available to MEMBER competitive demand reduction programs that facilitate MEMBER’s participation in TDSP and ERCOT cost reduction strategies approved by the PUC. Upon request, TCAP will monitor and evaluate demand reduction program performance metrics. TCAP will assist MEMBER in reviewing, analyzing and developing distributed generation programs that can reduce wires and energy costs and/or provide backup power to specific facilities. TCAP will assist MEMBER in meeting renewable energy goals established by MEMBER, including behind-the-meter solar projects and local wind projects.

**6. Regulatory and Legislative Representation**

TCAP will provide representation and advocacy services on energy issues relevant to MEMBER in regulatory and legislative areas including, but not limited to, ERCOT stakeholder meetings, PUC projects and dockets, and legislative actions.

## 7. Strategic Hedging

To the extent that there is sufficient interest and commitment of load of TCAP members within an ERCOT zone, and to the extent MEMBER has not elected a fixed-price contract for a fixed period, MEMBER will perpetually (subject to potential charter or ordinance constraints on length of contracts) commit to two-year participation obligations. MEMBER may terminate participation in the SHP, without energy price penalties and with minimal other termination fees, by providing sufficient notice as set forth herein (Section 6). A SHP price will be determined at least 9 months prior to the effective date of the price by averaging the winning bids from periodic competitive auctions that occur throughout the 24 months preceding the effective date. TCAP will direct Energy Manager to conduct the periodic competitive auctions. TCAP will have the right to audit the auction results. The auction process will be designed to identify competitively priced energy supplies from a variety of creditworthy suppliers, resulting in prices that are rarely, if ever, significantly above prevailing market prices and that should generally be less than pricing for long-term fixed priced contracts (when evaluated from a common contract start date and term). Designed to take advantage of the characteristics of the nation's well supplied energy markets, the SHP will also be flexible enough to respond to market changes when and if they occur in the future. Participation in the SHP may be viewed as a series of 24 -month forward year-to-year contracts for as long as desired by MEMBER. If MEMBER participates in the SHP, MEMBER agrees that TCAP is authorized to direct Energy Manager to procure electric energy in the wholesale market on MEMBER's behalf and that TCAP is authorized to commit MEMBER's load to periodic competitive auctions.

### **SECTION 6 MEMBER RIGHT OF TERMINATION:**

#### **A. Fixed-Term, Fixed-Price Contract**

MEMBER may terminate a CESA prior to the end-of-term specified in a contract subject to payment of "Liquidated Damages" prescribed in MEMBER's CESA. If MEMBER commits to a fixed multi-year term, fixed-price contract and wants to terminate the agreement prior to the end of the fixed multi-year term, liquidated damages will be based on the differential in the price of electric energy futures contracts used to support the fixed-price agreement and the price of comparable electric energy contracts at time of termination and shall also include damages prescribed herein and in the CESA, as applicable. If electric energy prices are lower at the point of termination than they were at time of contracting, MEMBER should expect to pay energy price damages upon early termination. In any event, any termination payment will be calculated and assessed in accordance with MEMBER's CESA.

#### **B. Strategic Hedging Program**

Since the SHP is based on a series of one-year term contracts, MEMBER is entitled to exit the program so long as notice of termination can be given prior to inclusion of MEMBER's load in the competitive auction process for a future year's price. TCAP will periodically notify MEMBER of expected procurement schedules and provide no less than 90 days

prior notice of any upcoming solicitation, and MEMBER may notify TCAP that it wants to exclude its load from the competitive auction process by giving notice at least 60 days prior to the next procurement date. Termination of involvement in SHP without appropriate notice will require calculation of damages as prescribed by CESA under Edison Electric Institute (“EEI”) principles with the intent of making the REP and Energy Manager whole for the termination. Liquidated damages will be based on the differential in the price of electric energy futures contracts used to support the SHP price and the price of comparable electric energy contracts at time of termination and shall also include damages prescribed herein and in the CESA, as applicable. If electric energy prices are lower at the point of termination than they were at time of contracting, MEMBER should expect to pay energy price damages upon early termination. In any event, any termination payment will be calculated and assessed in accordance with MEMBER’s CESA.

### **C. Participation in Power Projects**

If MEMBER has chosen to purchase power from a Power Project through TCAP, in accordance with a signed Project Addendum attached to MEMBER’S CESA, MEMBER’S termination rights with respect to its commitment to purchase power from the Power Project shall be contained in the Project Addendum.

### **SECTION 7 CONFIDENTIALITY:**

MEMBER is a governmental body subject to public information laws, including Chapter 552 of the Texas Government Code. If MEMBER receives a valid request under applicable public information laws for information related to this AGREEMENT or its CESA, it shall provide TCAP notice of the request including a description the information sought prior to MEMBER’s release of information so that TCAP has the opportunity to determine whether such information is subject to an exception as trade secret, competitive, commercial, or financial information. With the exception of the preceding disclosures pursuant to public information laws, a Party (that party, the “Receiving Party”) shall keep confidential and not disclose to third parties any information related this AGREEMENT, except for disclosures to Authorized Parties or as otherwise required by law; and provided that MEMBER authorizes TCAP to provide Energy Manager and REP with any relevant information concerning MEMBER’s account, usage and billings. The provisions of this Section 7 apply regardless of fault and survive termination, cancellation, suspension, completion or expiration of this AGREEMENT for a period of two (2) years. “Authorized Parties” means those respective officers, directors, employees, agents, representatives and professional consultants of MEMBER and TCAP and each of their respective affiliates that have a need to know the confidential information for the purpose of evaluating, performing or administering this AGREEMENT.

### **SECTION 8 PARAGRAPH HEADINGS:**

The paragraph headings contained in this AGREEMENT are for convenience only and shall is no way enlarge or limit the scope or meaning of the various and several paragraphs.

**SECTION 9 COUNTERPARTS:**

This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**SECTION 10 DEFINITIONS:**

**“Annual Adjustment”** shall mean either a credit to MEMBER for the over-collection of funds, or a charge to MEMBER for under-collection of funds, related to Power Project settlements, if applicable. For those MEMBERS that participate in SHP, the Annual Adjustment shall also include (i) adjustments related to the loss factor for each specific ERCOT zone and (ii) adjustments related to load reconciliation as determined by TCAP, the Energy Manager and the REP.

**“Energy Manager”** means the wholesale market participant selected by TCAP to conduct SHP procurements at TCAP’s direction, in accordance with Section 5A and Section 7 of this Agreement. The Energy Manager may sell all or a portion of the required wholesale energy to TCAP or TCAP’s REP.

**“Power Project”** means a power generation project identified by TCAP to supply electric energy to one or more TCAP Members.

**“Project Addendum”** means the Addendum for a Power Project, if any, signed and attached as an Exhibit to MEMBER’S CESA.

**“QSE Services Fee”** means the QSE Services Fee in affect during the Delivery Term, as agreed between TCAP and Energy Manager.

**“Quarterly Adjustment”** shall mean either a credit to MEMBER for the over-collection of funds, or a charge to MEMBER for under-collection of funds, related to (i) ERCOT zonal congestion charges and (ii) ancillary services charges and other charges imposed by governmental agencies or ERCOT upon wholesale suppliers or REPs under statutes, regulations or courts for services within ERCOT zones. Said charges or refunds will be proportional to MEMBER’s relative contribution to TCAP load within specific ERCOT zones.

**“Retail Electric Provider” or “REP”** means the Retail Electric Provider that is party to (i) the REP Services Agreement with TCAP and (ii) the CESA between itself and MEMBER for the provision of retail electric service.

**“Strategic Hedging Program” or “SHP”** means an energy procurement strategy approved by TCAP’s Board of Directors, overseen by TCAP’s designated consultants, and administered by TCAP’s appointed Energy Manager, whereby wholesale energy is solicited and procured at agreed upon intervals, as directed by TCAP.

**EXECUTED** on this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**MEMBER:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TCAP:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## COMMERCIAL ELECTRICITY SERVICE AGREEMENT

This Commercial Electricity Service Agreement, including all of the Attachments, Schedules, and Exhibits, which are attached and incorporated (collectively, the "**Agreement**"), is entered into between Gexa Energy, LP ("**Gexa**"), a Texas limited partnership, and Town of Prosper ("**Customer**"). Gexa and Customer may be referred to individually as a "**Party**" or collectively as the "**Parties**".

### SECTION 1: RETAIL ELECTRIC SALES AND SERVICES

**1.1 Appointment and Scope.** Customer appoints Gexa as its Retail Electric Provider ("**REP**") for the ESI ID(s) served under this Agreement. Customer authorizes Gexa to: (i) act as Customer's REP for all purposes; and (ii) provide the services required of a REP including, without limitation, the procurement, scheduling and delivery of electricity throughout the Term to each of the ESI ID(s) in accordance with the terms set forth in this Agreement, including the Terms and Conditions of Service set forth in Attachment A. Customer's appointment imposes no other duties on Gexa other than those specified in this Agreement and the REP Services Agreement.

**1.2 Agreement to Purchase.** Customer shall purchase its electricity requirements from Gexa throughout the Term for each of the ESI ID(s) except as otherwise provided. The electricity and services Customer receives from Gexa is for Customer's exclusive proprietary use. Customer alone shall pay for electricity and services provided and for electricity and services Customer fails to take pursuant to its contractual obligations. If Gexa fails to deliver sufficient quantities of electricity to the TDSP for delivery to Customer or fails to schedule the delivery of sufficient quantities of electricity (collectively, a "**Scheduling Failure**") the TDSP is obligated by law and by its tariff to deliver sufficient electricity to satisfy Customer's needs. If a Scheduling Failure occurs, Gexa shall financially settle, at no additional cost or expense to Customer, with its Qualified Scheduling Entity (as defined by ERCOT) for the purchase of electricity necessary to cover the Scheduling Failure.

**1.3 Membership in TCAP.** Customer is a current member of the Texas Coalition for Affordable Power, Inc. ("**TCAP**"), and has entered into the Professional Services Agreement (the "**PSA**") authorizing the purchase of wholesale energy on behalf of the Customer by TCAP and/or TCAP's Energy Manager. Such wholesale energy purchases will affect the calculation of the Energy Price throughout the Term of this Agreement as described in Section 2. If, at any time during the Term, Customer elects to participate in a Power Purchase Agreement with a project to be developed for TCAP's members, and executes the Project Addendum for such project, then the Project Addendum will be attached hereto as Schedule I. Notwithstanding Customer's TCAP membership status, Customer agrees to fulfill all of its obligations under this Agreement, the PSA and, if applicable, the Project Addendum throughout the Term of this Agreement.

#### 1.4 Term.

**(a) Effective Date and Termination Date.** Gexa shall provide retail electric service under this Agreement to each ESI ID beginning on the Effective Date and Terminating on the Termination Date, as further defined in this Section 1.4(a) (such period, the "**Term**"). The Effective Date will occur either (i) on the date occurring on or after the Expected Start Date stated in Attachment B on which each such ESI ID is enrolled with Gexa's service for any new customer, or (ii) if Customer is an existing customer then the Expected Start Date is the meter read date following the expiration of the Customer's prior Agreement with Gexa. Gexa shall continue to provide retail electric service to each ESI ID unless or until the Customer gives notice to TCAP and Gexa of its intent to terminate its membership with TCAP ("**Termination Notice**"). The Termination Date will occur on each respective ESI ID meter read date during the last month of the calendar year for which electricity has been purchased on Customer's behalf by either TCAP or the Energy Manager in accordance with the PSA prior to the Termination Notice, except that in no event will the Term exceed beyond December 31, 2037. For avoidance of doubt, the Termination Date for each respective ESI ID shall be the sooner to occur of (i) the meter read date occurring in the last month of the calendar year for which electricity has been purchased by either TCAP or the Energy Manager on behalf of the Customer prior to the Termination Notice or (ii) the meter read date occurring in December 2037. As a result of variations in the timing of the Effective Date described in this Section 1.3 the Term may include a partial calendar month in addition to the number of months set forth in Attachment B, if any.

**(b) Delayed Effective Date.** Gexa shall use commercially reasonable efforts to cause the Effective Date for each ESI ID to occur on the Expected Start Date. If the Effective Date for an ESI ID occurs more than 20 days after the Expected Start Date, Customer may provide Gexa with evidence of the amount of electricity purchased by Customer from its current REP in connection with that ESI ID during the period on and after the 21st day after the Expected Start Date until the Effective Date (the "**Delayed Effective Date Period**"), and the total amount paid by Customer to its current REP for the electricity it purchased during the Delayed Effective Date Period (the "**Delayed Effective Date Electricity Amount**"). Upon receipt of evidence from Customer Gexa shall calculate and provide Customer a credit against future purchases under this Agreement equal to the positive amount resulting from the following calculation: (a) the Delayed Effective Date Electricity Amount minus (b) the amount that Customer would have paid to Gexa pursuant to this Agreement during the Delayed Effective Date Period for the same amount of electricity purchased by Customer from its

current REP during that period in connection with the affected ESI ID(s); provided, that Gexa shall not be required to provide a credit with respect to any period during a Delayed Effective Date Period where the delay was caused by an event outside of Gexa's control.

Item No. 8.

**(c) Service After Term.** If, for any reason, service continues beyond the Term, it will be on a month-to-month basis, and the Agreement will continue in effect for the ESI ID(s) except that the Energy Price will be the greater of: (i) the Energy Price as set forth in Section 2.1 below, or (ii) the aggregate weighted average of the Market Rate (as defined herein) as determined for all of the ESI ID(s), for as long as service continues. If Customer has not switched from Gexa to another supplier at the expiration of the Term, Gexa shall serve Customer at the rate set forth in this Section for a minimum of 60 days. After those 60 days, Gexa may continue to serve Customer or terminate the Agreement and disconnect Customer.

**1.5 Modifications to ESI IDs.** Gexa shall work with Customer in good faith during the Term to reasonably accommodate and assist Customer with the management of its electricity needs. If at any time during the Term, Customer wants to i) add or delete one or more ESI IDs, ii) otherwise modify the ESI ID information as a result of a decision by Customer to open, close or sell a facility owned or leased by Customer, iii) expand an existing facility, or iv) increase an existing facility's metered load, then Customer shall provide written notice to Gexa of such change ("ESI ID Change Notice"). If such change to the ESI ID is expected to occur prior to the first month of any calendar year for which the Energy Price has been established as of the date of the ESI ID Change Notice, in accordance with Section 2.1 (a) of this Agreement, such notice shall include Customer's election of the "Special Load Threshold," as defined below, which will apply to such change in load. If, in Gexa's reasonable judgment, i) the addition is a separately metered load which does not exceed the applicable Special Load Threshold; or ii) does not result in a net increase in excess of the applicable Special Load Threshold for an existing facility, Gexa shall use commercially reasonable efforts to promptly implement such changes, including providing required notices to ERCOT. If the addition is a separately metered load which exceeds the applicable Special Load Threshold, or results in a net increase in excess of the applicable Special Load Threshold after consideration of any contemporaneous offsetting load decreases, Gexa shall provide service to that ESI ID and shall determine any incremental charge or credit to provide service to any changed ESI IDs. Gexa shall apply such charge or credit to the affected ESI IDs, after such charges have been reviewed by TCAP. "Special Load Threshold" shall mean additional peak demand that is reasonably expected during the first twelve months following commercial operations to exceed, at Customer's election, either (i) 0.25 MW at any time or an annual average load of 0.125 MW or (ii) 1.0 MW at any time or an annual average load of 0.5 MW. Gexa shall make periodic reports regarding changes to the billing status of any ESI ID(s) available to Customer and TCAP. Amendments that add or remove ESI ID(s) as a result of changes made pursuant to this section are incorporated into this Agreement, and are effective on the Effective Date for each ESI ID(s) added to this Agreement or the date that retail electric service for any removed ESI ID(s) ceases or is transferred to another REP.

## SECTION 2: RETAIL ELECTRIC ENERGY SERVICE CHARGES

### 2.1 Energy Price.

(a) If Customer has elected to fix all or a portion of the Energy Price for a fixed term by providing an Authorized Election Form to TCAP in accordance with the PSA, the Energy Price shall equal the fixed price as determined by TCAP in accordance with the PSA, and the Authorized Election Form. Any portion of the Energy Price that is not fixed shall be noted in the Authorized Election Form, and shall be settled with Customer in accordance with Section 2.2 of this Agreement. If Customer has not made such an election, the Energy Price shall be determined in accordance with the PSA, as follows:

- (i) TCAP shall periodically solicit, or direct its designated Energy Manager to solicit, wholesale energy market quotes, and may direct the Energy Manager to transact at the lowest of the market quotes obtained for the purpose of serving customer's load, in accordance with the PSA (each such transacted quote, a "**Wholesale Transaction**").
- (ii) Once TCAP has directed its Energy Manager to enter into Wholesale Transactions sufficient to serve Customer's load for a given calendar year, Energy Manager and TCAP shall establish the Energy Price for that Calendar Year in accordance with those procedures outlined in the PSA, which Customer hereby acknowledges it has reviewed and accepted. TCAP shall set the Energy Price for a given Calendar Year no later than nine (9) months prior to the start of such Calendar Year. If Customer elects to participate in a project and executes the Project Addendum, the Energy Price shall include an estimate of the Project Settlement for each month of the Calendar Year in accordance with the Project Addendum.

(b) For the purposes of Section 3 the Energy Price shall be converted to dollars per kWh.

### 2.2 Energy Price Adjustments.

- (a) Energy Manager shall have the right to reconcile the revenues received from the Customer with Energy Manager's Supplier Cost on (i) a quarterly basis, by determining the Quarterly Adjustment in the manner specified in the PSA and (ii) on an annual basis, by determining the Annual Adjustment in the manner specified in the PSA. The Quarterly Adjustment and Annual Adjustment may be either a charge or a credit, and shall be collected from or remitted to Customer, as appropriate, in the manner specified in the PSA.
- (b) TCAP and Energy Manager may mutually agree to fix certain component charges comprising Customer's Energy Price for a given Calendar Year, if TCAP determines that fixing these charges is likely to benefit Customer. Charges that are fixed by TCAP and Energy Manager for a given Calendar Year shall not be included in the calculation of either the Quarterly Adjustment or the Annual Adjustment for such Calendar Year, in accordance with the PSA.

**2.3 Additional Pass-Through Charges.** Gexa shall pass through and identify separately on Customer's bill with no mark-up Delivery Charges, Non-Recurring Charges, or Taxes that are not included in the Energy Price(s). All charges are exclusive of Taxes. Pass-Through charges may include charges related to amounts owed to Gexa and/or Wholesale Supplier in accordance with Section 1.3.

**2.4 Tax Exempt Status.** Customer shall provide Gexa with all required exemption certificates if Customer is exempt from paying any Taxes. Gexa shall not recognize an exemption without the exemption certificates and shall not be required to refund or credit previously paid Taxes unless the taxing entity sends the refund to Gexa. Gexa shall, however, assign to Customer any applicable claims for refund.

### SECTION 3: BILLING AND PAYMENT

**3.1 Billing and Payment.** Gexa shall invoice Customer's accounts on a monthly basis and shall bill Customer on a consolidated basis for all ESI IDs upon Customer's request. Gexa shall provide a summary bill for all accounts and detailed information for each account. Customer shall remit payment within 30 days of receiving the invoice. Gexa shall base the invoice amount on actual data provided by ERCOT and the TDSP. If ERCOT or the TDSP does not provide actual data in a timely manner, Gexa shall use estimated data to calculate the invoice and, upon receipt of actual data, reconcile the charges and adjust them as needed in subsequent invoices.

**3.2 Project Settlement Agent Services.** Gexa shall remit the total Project Settlement to the Project on a monthly basis, in accordance with the REP Services Agreement.

**3.3 Late Penalties, Interest on Overdue Payments, Invoice Disputes.** If Customer fails to remit all undisputed amounts on or before the due date, interest will accrue on any due and unpaid amounts from the due date at a rate of one percent per month, or the highest rate permitted by law, whichever is less. If Customer disputes a portion of an invoice it shall provide Gexa a written explanation specifying the amount in dispute and the reason for the dispute within 20 days of the invoice date. If Customer does not provide timely notice, Customer shall owe all amounts by the due date. Notwithstanding the above, if Customer notifies Gexa of a disputed invoice, regardless of whether Customer has already paid the invoice, Gexa shall make records in its possession that are reasonably necessary for Customer to determine the accuracy of the invoice available to Customer during normal business hours; provided, however that neither party may request an adjustment or correction of an invoice unless written notice of such dispute is given within twelve months after the due date of such invoice; provided further, that such twelve month limit does not apply in the case of TDSP meter tampering charges first billed to Gexa that prevent Gexa from reasonably adjusting invoices prior to the twelve month period. In all cases, Gexa and Customer shall use good faith efforts to resolve disputes. In the event the Parties are unable to resolve a dispute within ten days of the notice date, either Party may begin legal proceedings to seek resolution. Any amounts determined owed shall be paid within three days after a decision.

**3.4 Aggregator Fees.** Pursuant to the REP Services Agreement between Gexa and TCAP, Gexa is obligated to pay TCAP an amount determined by multiplying a TCAP Aggregation Fee by the volume consumed in association with the ESI IDs (the "Aggregator Fee"). Customer shall pay the Aggregator Fee. The initial TCAP Aggregation Fee is \$0.001 per kWh, however, it may be changed by the TCAP Board of Directors at any time. Gexa shall state the Aggregator Fee as a separate line item on the Customer's bill.

**3.5 Billing Guarantee.** Gexa shall issue an invoice based on actual or estimated usage to Customer for every ESI ID at least one time per month. If, for reasons other than Force Majeure, Gexa fails to invoice an ESI ID within 120 days of any scheduled meter read, Gexa irrevocably waives its right to invoice Customer for any energy consumed at that ESI ID for the meter read cycle that should have been invoiced, unless not less than 10 days prior to the expiration of such 120 day period, Gexa provides Customer with a written explanation of the circumstances that prevent Gexa from issuing that invoice and the expected time by which an invoice can be issued. In such event, Customer and Gexa shall determine a reasonable extension period, not to exceed 30 days, within which an invoice will be issued. Gexa shall adjust or true-up each invoice no more than twice and Gexa shall issue such adjustments within 210 days of the initial issue date. Notwithstanding the foregoing, Gexa may issue an invoice or partial invoice arising from meter tampering charges without limitation and within a reasonable time after first billed to Gexa by the TDSP.

### SECTION 4: CUSTOMER INFORMATION, CREDIT AND DEPOSITS

**4.1 Customer Information.** By entering into this Agreement and appointing Gexa as Customer's agent for electricity service, Customer authorizes Gexa to obtain certain information that Gexa may need to provide Customer's



electric service, including Customer's address, telephone number, account numbers, historical usage information, and historical payment information from Customer's TDSP, and Customer further authorizes its TDSP to release that information to Gexa.

Item No. 8.

**4.2 Deposits and Other Security.** A Party (the "**Requesting Party**") may require the other Party (the "**Providing Party**") to provide a deposit (or additional deposit if an initial deposit was also required), letter of credit, or other form of credit assurance reasonably acceptable to the Requesting Party (collectively, "**Performance Assurance**") during the Term of this Agreement if: (i) the Requesting Party determines in its reasonable discretion that there has been a material adverse change in the Providing Party's or its guarantor's (if applicable) credit status or financial condition (which, if applicable, will mean that its credit or bond rating has dropped lower than BBB- by Standard & Poor's Rating Group or Baa3 by Moody's Investor Services or ceases to be rated by either of these agencies); or (ii) Customer has been delinquent in paying the electric bill by more than seven days more than twice during the past twelve months. Any Performance Assurance, less any outstanding balance owed by Providing Party to the Requesting Party, will be returned to the Providing Party once the Providing Party's or its guarantor's (if applicable) credit or financial condition becomes satisfactory or, if applicable, to a credit or bond rating of BBB- or Baa3 or higher, whichever occurs earlier; or, if the Performance Assurance relates to delinquent payments, the Providing Party has paid all outstanding balances and has made all payments within the dates set forth in this Agreement for a period of six consecutive months.

## **SECTION 5: EARLY TERMINATION; DAMAGES**

**5.1 Cancellation by Customer for Insufficient Appropriations.** If, during Customer's annual appropriations determination, the applicable governmental authorities do not allocate sufficient funds to allow Customer to continue to perform its obligations under this Agreement (an "**Appropriations Failure**"), then Customer or Gexa shall have the right to terminate this Agreement in full or as to any affected ESI ID upon 30 days advance written notice effective at the end of the period for which appropriations are made; provided, that if appropriations are subsequently allocated for electricity for the ESI IDs covered by this Agreement, then the termination may be revoked at Gexa's option and those appropriations shall continue to apply to this Agreement and shall not be used for an electricity supply agreement with another REP. Upon a termination of this Agreement for Appropriations Failure, in full or as to any ESI ID(s), Customer shall pay all amounts due Gexa under this Agreement, including the Customer Early Termination Damages.

**5.2 Customer Early Termination Damages.** Except in connection with the closure of a facility associated with an ESI ID pursuant to Section 1.4, in connection with a Force Majeure Event, or as otherwise provided or excused in this Agreement, if Customer cancels this Agreement before the end of the Term and refuses to accept electric supply delivery from Gexa for any ESI ID(s), Gexa may charge Customer early termination damages equal to the sum of (a) the Retail Termination Payment, (b) the QSE Services Termination Payment, (c) the Quarterly and Annual Adjustment Payment, and (d) the Wholesale Transaction Termination Payment, as each of these terms are defined below (the sum total of these, the "**Customer Early Termination Damages**"). The "**Retail Termination Payment**" shall equal the product of (a) the Expected Usage for each ESI ID subject to Customer's cancellation or refusal of electric supply delivery ("**Customer Terminated Usage**") multiplied by (b) the sum of (i) the Aggregator Fee and (ii) the REP Services Fee specified in the REP Services Agreement. The "**QSE Services Termination Payment**" shall equal the product of (a) the Customer Terminated Usage grossed up for losses multiplied by (b) the QSE Services Fee, as defined in the PSA. The "**Quarterly and Annual Adjustment Payment**" shall be calculated by the Energy Manager in accordance with the PSA, and shall include any Quarterly and Annual Adjustment amounts for electricity provided to the Customer under this Agreement prior to the termination of this Agreement, which have not yet been charged or credited to Customer, as appropriate. For avoidance of doubt, the Quarterly and Annual Adjustment Payment may be either a charge or a credit to Customer, as calculated in accordance with the PSA. If the Customer Early Termination Damages are charged due to an Event of Default by Customer, then the Customer Early Termination Damages will also include Gexa's reasonable costs relating to the determination and collection of Customer Early Termination Damages, including attorney and consultant fees incurred. The provisions in Section 3 related to Billing and Payment apply to the billing, due date, and collection of Customer Early Termination Damages. Customer agrees that Customer Early Termination Damages are a reasonable estimate of the damages due Gexa for failure to accept electric supply, and are not punitive in nature.

**5.3 Termination for Wholesale Supply Failure.** If, during the Term, the Wholesale Transactions are terminated as a result of a default by the Energy Manager ("**Wholesale Supply Failure**"), then this Agreement will also terminate effective on the date the Wholesale Agreement terminates. In the event of a termination for Wholesale Supply Failure, Gexa shall pay Customer a Wholesale Termination Payment if required by Section 5.5.

**5.4 Gexa Early Termination Damages.** Except for a Wholesale Supply Failure, a Force Majeure Event, or as otherwise provided or excused in this Agreement, if Gexa cancels this Agreement and refuses to provide electric supply delivery to Customer for any or all ESI ID(s), Customer shall have the right to charge Gexa an early termination penalty equal to the amount determined as follows: the product of (i) the Expected Usage for each ESI ID subject to Gexa's cancellation or refusal of electric supply delivery ("**Gexa Terminated Usage**") multiplied by (ii) the REP Services Fee specified in the REP Services Agreement (that result the "**Gexa Early Termination Damages**"). If the Gexa Early Termination Damages are charged due to an Event of Default by Gexa, then the Gexa Early Termination Damages will also include Customer's reasonable costs relating to the determination and collection of Gexa Early Termination

Damages, including attorney and consultant fees incurred. Gexa agrees the Gexa Early Termination Damages are a reasonable estimate of the damages due Customer for failure to deliver electric supply, and are not punitive in nature.

Item No. 8.

**5.5 Wholesale Transaction Termination Payment.** If the Wholesale Transactions are terminated the Energy Manager shall calculate the portion of the termination payment paid under each Wholesale Transaction attributable to Customer's Load. The termination payment under each Wholesale Transaction shall be calculated by subtracting the Wholesale Supplier's actual cost for the portion of the Wholesale Transaction still outstanding for the remainder of the Term from the current market value of comparable electric energy futures contracts. Energy Manager, in its sole discretion, shall determine the current market value of a comparable electricity futures contract within three (3) business days of the termination of a Wholesale Transaction, and shall be either (i) the value of the Wholesale Transaction actually sold to a third-party market participant or (ii) a third-party market quote for a comparable electricity energy future contracts. Energy Manager shall sum Customer's prorata share of each termination payment for each Wholesale Transaction attributable to Customer's Load to determine a total Wholesale Transaction Termination Payment under this Agreement (the "Wholesale Transaction Termination Payment"). Customer or Gexa shall pay the Wholesale Transaction Termination Payment to the other, as appropriate, in the manner described below and without regard to who is a defaulting party. If the Wholesale Transaction Termination Payment is negative, Customer shall pay Gexa the Wholesale Transaction Termination Payment. If the Wholesale Transaction Termination Payment is positive, Gexa shall pay Customer the Wholesale Transaction Termination Payment. To the extent a termination payment due from Gexa to the Energy Manager is adjusted in Gexa's account to reflect the full benefit of TCAP transacting with a replacement REP, Gexa shall make corresponding adjustments to the Wholesale Transaction Termination Payment on a pro-rata basis. Gexa shall remit a Wholesale Transaction Termination Payment due Customer, within 30 days of Gexa receiving the payment from the Energy Manager. Customer shall remit a Wholesale Transaction Termination Payment due Gexa within 30 days of Gexa's invoice. Gexa shall use commercially reasonable efforts to collect Termination Payments from the Energy Manager that include amounts due Customer.

**SECTION 6: NOTICES AND PAYMENT**

**6.1 General Notice.** Except as otherwise required by Applicable Law, all notices are deemed duly delivered if hand delivered or sent by United States, prepaid first class mail, facsimile, or by overnight delivery service. Notice by facsimile or hand delivery is effective on the day actually received, notice by overnight United States mail or courier is effective on the next business day after it is sent, and notice by U.S. Mail is effective on the second day after it is sent. The Parties shall send notices to the addresses below or any other address one Party provides to the other in writing:

- a. If to Customer:  
Town of Prosper  
PO Box 307  
250 W. First Street  
Prosper, TX 75078
  
- b. If to Gexa:  
Gexa Energy, LP  
20455 State Highway 249, Suite 200  
Houston, Texas 77070

**6.2 Payments.** The Parties shall send payments to the addresses below or any other address one Party provides to the other in writing:

- a. If to Customer:  
Town of Prosper  
PO Box 307  
250 W. First Street  
Prosper, TX 75078
  
- b. If to Gexa:  
Gexa Energy, LP  
20455 State Highway 249, Suite 200  
Houston, Texas 77070

**SECTION 7: DEFINITIONS**

**7.1 Definitions.** In addition to terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, capitalized terms have the meanings set forth in this Section 7.1. All other capitalized terms not otherwise defined shall have the meanings given them in the following documents, with any conflict to be resolved in favor of the terms contained in those documents applied in the following order: PURA, the PUCT Substantive Rules, and the ERCOT Protocols.

1. **“Actual Usage”** means the actual amount of electric energy (in kWh) used at the ESI ID(s) as determined by the TDSP.
2. **“Delivery Charges”** means those charges or credits from the TDSP pursuant to its tariff, including, but not limited to: Transmission and Distribution Charges, System Benefit Fund Charge, Nuclear Decommissioning Charge, Competitive Transition Charge, Standard Customer Metering Charge, Customer Charge, Merger Savings and Rate Reduction Credit, Excess Mitigation Credit and Utility Imposed Reactive Power Charges.
3. **“EEI Master Agreement”** mean an EEI Master Agreement between Gexa and the Energy Manager governing the Wholesale Transactions entered into by the Energy Manager in accordance with Section 2.1 and transferred by the Energy Manager to Gexa.
4. **“Effective Date”** means the date of the first meter reading of an ESI ID provided to Gexa by the TDSP after the TDSP and ERCOT shall have timely performed any required enrollment and cancellation procedures necessary to switch Customer’s REP to such ESI ID to Gexa.
5. **“Electricity Related Charges”** means, unless noted otherwise: Ancillary Services Charge, Congestion, ERCOT Administrative Fee, Delivery Loss Charge, Transmission Loss Charge, Renewable Energy Credit Charge, Residential Energy Credit Charge, Unaccounted For Energy Charge, Qualified Scheduling Entity Charge, Imbalance Settlement Charge.
6. **“Energy Manager”** means the wholesale market participant designated by TCAP to perform the services described in the PSA.
7. **“Energy Price(s)”** means the rates per unit of measure specified in Section 2.1 and includes all Electricity Related Charges.
8. **“ERCOT”** means the Electric Reliability Council of Texas.
9. **“ERCOT Protocols”** means the document adopted, published, and amended from time to time by ERCOT, and initially approved by the PUCT, to govern electric transactions in the ERCOT Region, including any attachments or exhibits referenced in the document, that contains the scheduling, operating, planning, reliability, and settlement policies, rules, guidelines, procedures, standards, and criteria of ERCOT, or any successor document thereto.
10. **“ESI ID(s)”** means the Electric Service Identifiers for the property service addresses identified on Attachment B to this Agreement or if Customer is an existing Gexa customer then the list of service addresses currently served by Gexa, as such list may be modified from time to time as provided in Section 1.4.
11. **“Expected Usage”** means either the amount stated in Attachment B calculated for the remaining Term, or if no amounts are stated or Customer is an existing Gexa customer then the average actual monthly Customer energy usage from the comparable month from the previous year (or if an average cannot be computed due to limited service by Gexa or other circumstances, an average monthly usage as is reasonably determined by Gexa) times the number of months remaining in the Term as outlined in Section 1.4.
12. **“kWh”** means kilowatt hour.
13. **“LMP”** or **“Locational Marginal Price”** means the price calculated for the applicable trading hub pursuant to the ERCOT Protocols.
14. **“Market Rate”** means 135% of the load-weighted average of the hourly LMPs at the corresponding load zone, as determined for any delivery period.
15. **“Nodal Market”** means the implementation of wholesale market design by ERCOT with locational marginal pricing for resources.
16. **“Nodal Congestion”** means the positive difference in price between the real-time settlement point price as determined by ERCOT for the trading hub and the real-time settlement point price as determined by ERCOT for the load zone associated with the customer Facilities.
17. **“Non-Recurring Charges”** means any charges imposed by the TDSP or other third parties on a non-recurring basis for services, repairs or additional equipment needed for Customer’s electric service.
18. **“PUCT”** means Public Utility Commission of Texas.

19. **“Project Settlement Payment”** means the Project Settlement Payment as defined in the Project Addendum, attached as Schedule I to this Agreement.

20. **“QSE Services Fee”** means the fee owed from Customer to Gexa, and remitted from Gexa to Energy Manager, for QSE Services performed by Energy Manager for the Term, as mutually agreed between TCAP and Energy Manager, the Customer having authorized TCAP to negotiate such fee on behalf of Customer in the PSA. The QSE Services Fee shall be included in the Energy Price for the Term.

21. **“REP Services Agreement”** means the REP Services Agreement currently in effect during the Term, as amended from time to time, between Gexa and TCAP.

22. **“REP Services Fee”** means the fee owed from Customer to Gexa, for REP services rendered during the Term, as mutually agreed between TCAP and Gexa, the Customer having authorized TCAP to negotiate such fee on behalf of Customer in the PSA. The REP Services Fee shall be included in the Energy Price for the Term.

23. **“Taxes”** means all taxes, assessments, levies, duties, charges, fees and withholdings of any kind levied by a duly-constituted taxing authority and all penalties, fines, and additions to tax, and interest thereon that are directly related to the services provided under this Agreement, but does not include the System Benefit Fund fee and fees and charges imposed by ERCOT. By way of example only, Taxes includes: Sales Tax, Miscellaneous Gross Receipts Tax, PUCT Assessment Fees and Franchise Fees.

24. **“TCAP”** means Texas Coalition for Affordable Power, an aggregation pool of governmental and other entities organized and administered by TCAP of which Customer is a member for the ESI IDs.

25. **“TDSP”** or **“Transmission and Distribution Service Provider”** means an entity regulated by the State of Texas, which transmits or distributes electric energy.

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**Attachments:**

Attachment A  
Attachment B (for new TCAP Customers only)

Terms and Conditions of Service  
Offer Sheet (ESI ID list and Expected Start Date)

|   |   |
|---|---|
| <p><b>CUSTOMER:</b></p> <p><u>Town of Prosper</u></p> | <p><b>GEXA:</b></p> <p><b>Gexa Energy, LP, By its General Partner Gexa Energy GP, LLC</b></p> |
| By:   | By:   |
| Printed:  | Printed:  |
| Title:  | Title:  |
| Date:   | Date:   |

**Terms and Conditions of Service  
Attachment A**

These Terms and Conditions of Service form an integral part of the Commercial Electricity Service Agreement between Customer and Gexa. In addition to the terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, capitalized terms have the meanings set forth in Section 7.1 of this Agreement. Customer should thoroughly review the entire Agreement, including these Terms and Conditions of Service, before executing this Agreement.

**A. REPRESENTATIONS AND WARRANTIES**

**A.1 Customer's Representations and Warranties.** As a material inducement to entering into this Agreement, Customer represents and warrants to Gexa as follows: (a) it is a duly organized entity and is in good standing under the laws of Texas; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate the terms or conditions of contracts it is party to or laws applicable to it; (c) performance of this Agreement will be duly authorized by all necessary action and will not violate the terms or conditions of contracts it is party to; (d) as of the date sales of electricity by Gexa to Customer under the Agreement start, Customer will have all regulatory authorizations necessary for it to legally perform its operations and such performance will not violate the terms or conditions of contracts it is party to or laws applicable to it; (e) this Agreement is a legal, valid, and binding obligation of Customer enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain the same may be pending; (f) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it; (g) there are no suits, proceedings, judgments, rulings, or orders by or before any court or any government authority that could materially adversely affect its ability to perform the Agreement; and (h) as of the Effective Date and throughout the Term, there is no other contract for the purchase of electricity by Customer for the ESI ID(s), or, if such a contract presently exists, that it will terminate prior to delivery under this Agreement.

**A.2 Gexa's Representations and Warranties.** As a material inducement to entering into this Agreement, Gexa represents and warrants to Customer as follows: (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform the Agreement; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate the terms or conditions of its governing documents or contracts it is party to or any laws applicable to it; (c) performance of the Agreement will be duly authorized by all necessary action and will not violate the terms or conditions of its governing documents or contracts it is party to; (d) as of the date sales of electricity by Gexa to Customer under the Agreement start, Gexa will have all regulatory authorizations necessary for it to legally perform its operations and such performance will not violate the terms or conditions of its governing documents, contracts it is party to, or laws applicable to it; and (e) the Agreement constitutes a legal, valid, and binding obligation of Gexa enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain the same may be pending.

**A.3 Forward Contract.** (i) This Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code ("Code"); (ii) Gexa is a forward contract merchant; and (iii) either Party is entitled to the rights under, and protections afforded by, the Code.

**B. DISCLAIMERS OF WARRANTIES; LIMITATION OF LIABILITIES**

**B.1 LIMITATIONS OF LIABILITY.** LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR AS OTHERWISE PROVIDED, ARE LIMITED TO DIRECT ACTUAL DAMAGES. GEXA IS NOT LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES OR LOSS OF REVENUES OR PROFIT. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. EXCEPT FOR (a) THE GEXA EARLY TERMINATION DAMAGES DUE IF GEXA DEFAULTS, (b) THE CUSTOMER EARLY TERMINATION DAMAGES DUE IF CUSTOMER DEFAULTS, AND (c) THE WHOLESALE TRANSACTION TERMINATION PAYMENT, THE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF ALL DOLLARS PAID BY CUSTOMER TO GEXA (IF CUSTOMER) OR RECEIVED BY GEXA (IF GEXA) PURSUANT TO THIS AGREEMENT. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

**B.2 Duty to Mitigate.** Each Party shall mitigate damages and use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance.

**B.3 WAIVER OF CUSTOMER PROTECTION RULES AND CONSUMER RIGHTS.** THE PARTIES FURTHER ACKNOWLEDGE THAT THE CUSTOMER PROTECTION RULES ADOPTED BY THE PUBLIC UTILITY COMMISSION (AS CONTAINED IN ITS SUBSTANTIVE RULES 25.471 ET SEQ.) ("**CUSTOMER PROTECTION RULES**") THAT PERTAIN TO RETAIL ELECTRIC SERVICE RELATED TO RESCISSION RIGHTS, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, RECORDKEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES DO NOT APPLY TO THIS AGREEMENT. EXCEPT AS SET FORTH IN THIS SECTION, CUSTOMER EXPRESSLY WAIVES THE CUSTOMER PROTECTION RULES THAT PERTAIN TO RETAIL ELECTRIC SERVICE RELATED TO RESCISSION RIGHTS, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, RECORDKEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. CUSTOMER FURTHER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES--CONSUMER PROTECTION ACT, SECTION 17.41, ET. SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS

SPECIAL RIGHTS AND PROTECTIONS. CUSTOMER REPRESENTS AND WARRANTS TO GEXA THAT: (a) CUSTOMER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION IN RELATION TO GEXA; (b) CUSTOMER IS REPRESENTED BY LEGAL COUNSEL THAT WAS NEITHER DIRECTLY NOR INDIRECTLY IDENTIFIED, SUGGESTED OR SELECTED BY GEXA; AND (c) CUSTOMER VOLUNTARILY CONSENTS TO THIS WAIVER AFTER CONSULTATION WITH ITS LEGAL COUNSEL.

**B.4 UCC/Disclaimer of Warranties.** The electricity delivered is a “good” as that term is understood in the Texas B&CC (UCC §2.105). The Parties waive the UCC to the fullest extent allowed by law and the UCC requirements do not apply to this Agreement, unless otherwise provided. If there is a conflict between the UCC and this Agreement, this Agreement controls. Neither Party controls nor physically takes possession of the electric energy prior to delivery to Customer’s ESI ID(s). Therefore, neither Party is responsible to the other for any damages associated with failure to deliver the electric energy, nor for damages it may cause prior to delivery to Customer’s ESI ID(s). Once the electric energy is delivered to Customer’s ESI ID(s) it is deemed in possession and control of Customer. ELECTRICITY SOLD UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARDS OF THE APPLICABLE LOCAL DISTRIBUTION UTILITY AND WILL BE SUPPLIED FROM A VARIETY OF SOURCES. GEXA MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND GEXA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GEXA EXPRESSLY NEGATES ALL OTHER REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF WARRANTY WITH RESPECT TO CONFORMITY, TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

**B.5 Force Majeure.** Gexa shall make commercially reasonable efforts to provide electric service, but does not guarantee a continuous supply of electricity. Gexa does not generate electricity nor does it transmit or distribute electricity. Causes and events out of the control of Gexa and Customer (“**Force Majeure Event(s)**”) may result in interruptions in service or the ability to accept electricity. If either Party is unable to perform its obligations, in whole or in part, due to a Force Majeure Event, then the obligations of the affected Party (other than the obligation to pay any amounts owed to Gexa that relate to periods prior to the Force Majeure Event) are suspended to the extent made necessary by such Force Majeure Event. Therefore, neither Party is liable to the other Party for damages caused by Force Majeure Events, including acts of God, acts of, or the failure to act by, any governmental authority (including the PUCT or ERCOT and specifically including failure by ERCOT to make Customer meter read data available), accidents, strikes, labor troubles, required maintenance work, events of “force majeure” or “uncontrollable force” or a similar term as defined under the applicable transmission provider’s tariff, inability to access the local distribution utility system, non-performance by the supplier or the local distribution utility, changes in laws, rules, or regulations of any governmental authority (including the PUCT or ERCOT) that would prevent the physical delivery of energy to Customer’s facilities, or any cause beyond such Party’s control. The Parties agree that Appropriations Failures and Scheduling Failures are not Force Majeure Events.

## C. CONFIDENTIALITY AGREEMENT

**C.1 Confidentiality.** Customer is a governmental body subject to public information laws, including Chapter 552 of the Texas Government Code. If Customer receives a valid request under applicable public information laws for information related to this Agreement, it shall provide Gexa notice of the request including a description the information sought prior to Customer’s release of information so that Gexa has the opportunity to determine whether such information is subject to an exception as trade secret, competitive, commercial, or financial information. With the exception of the preceding disclosures pursuant to public information laws, a Party (that party, the “**Receiving Party**”) shall keep confidential and not disclose any to third parties Confidential Information which is disclosed to the Receiving Party by the other Party (that party, the “**Disclosing Party**”) except for disclosures to Authorized Parties or as required by law. “**Confidential Information**” means information in written or other tangible form which is marked as “Confidential” when it is disclosed to the Receiving Party, except that Confidential Information shall not include information which (i) is available to the public, (ii) becomes available to the public other than as a result of a breach by the Receiving Party of its obligations hereunder, (iii) was known to the Receiving Party prior to its disclosure by the Disclosing Party, or (iv) becomes known to the Receiving Party thereafter other than by disclosure by the Disclosing Party. The provisions of this Section apply regardless of fault and survive termination, cancellation, suspension, completion or expiration of this Agreement for a period of two (2) years. Customer authorizes Gexa to provide TCAP with all information requested by TCAP about Customer’s account and billings. “**Authorized Parties**” means those officers, directors, employees, agents, representatives and professional consultants of the Parties, and of the Parties’ affiliates, that have a need to know the Confidential Information for the purpose of evaluating and performing this Agreement.

## D. DEFAULT AND REMEDIES

**D.1 Events of Default.** An event of default (“**Event of Default**”) means: (a) the failure of Customer to make, when due, any payment required under this Agreement for any undisputed amount if that payment is not made within fifteen (15) business days after receipt of written notice (facsimile or electronic mail are valid forms of notice for this paragraph) from Gexa; or (b) any representation or warranty made by a Party proves to be false or misleading in any material respect; (c) except as provided in clause (a) above or otherwise in this section D.1, the failure of any Party to perform its obligations under this Agreement and that failure is not excused by Force Majeure and remains uncured following 20 business days written notice of the failure; (d) the defaulting Party (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) files a petition or otherwise commences, authorizes or acquiesces to a bankruptcy proceeding or similar proceeding for the protection of creditors, or has such a petition filed against it and that petition is not withdrawn or dismissed within 20 business days after filing; or (iii) otherwise becomes insolvent; or (iv) is unable to pay its debts when due; or (v) fails to establish, maintain or extend Credit in form and in an amount acceptable to Gexa when required; or (e) the Wholesale Transaction is terminated due to a default by Gexa under CESAs with other TCAP members or due to a default by the Energy Manager under the

Wholesale Transaction. If an Event of Default listed in subsection (d) of this Section occurs, it is deemed to have automatically occurred prior to such event.

**D.2 Remedies upon an Event of Default.** If an Event of Default occurs and is continuing, upon written notice to the defaulting Party, the non-defaulting Party may (a) commence an action to require the defaulting Party to remedy such default and specifically perform its duties and obligations in accordance with the Agreement; (b) exercise any other rights and remedies it has at equity or at law, subject to the Agreement's Limitations of Liabilities; and/or (c) suspend performance; provided, however, that suspension shall not continue for longer than ten (10) Business Days unless the non-defaulting Party has declared an early termination with proper notice. If Customer is responsible for an Event of Default and fails to cure within ten (10) days of written notice (such additional cure period does not apply to default for non-payment), in addition to its other remedies, Gexa may (i) terminate this Agreement; and (ii) charge Customer the Customer Early Termination Penalty pursuant to Section 5 of this Agreement. Notwithstanding the above, Gexa shall not disconnect or order disconnection of service to Customer unless the following events have all occurred: (1) Customer has an Event of Default for nonpayment under Section D.1(a) above, (2) Gexa gives Customer a ten (10) day written disconnection notice; and (3) Customer does not pay all undisputed outstanding payments owed by the end of the ten (10) day notice period. .

#### **E. MISCELLANEOUS PROVISIONS**

**E.1 Disclaimer.** This Agreement does not constitute, create, or otherwise recognize the existence of a joint venture, association, partnership, or other formal business entity of any kind among the Parties and the rights and obligations of the Parties are limited to those set forth in this Agreement.

**E.2 Headings.** The descriptive headings of the Articles and Sections of this Agreement are inserted for convenience only and are not intended to affect the meaning, interpretation or construction of this Agreement.

**E.3 Waiver.** Except as otherwise provided, failure of a Party to comply with an obligation, covenant, agreement, or condition may be waived by the other Party only in a writing signed by the Party granting the waiver, but that waiver does not constitute a waiver of, or estoppel with respect to a subsequent failure of the first Party to comply with that obligation, covenant, agreement, or condition.

**E.4 Assignment.** Except as provided in the REP Services Agreement, Customer shall not assign this Agreement, in whole or in part, or any of its rights or obligations pursuant to the Agreement without Gexa's prior written consent, which shall not be unreasonably withheld. Gexa may withhold consent if a proposed assignee fails to be at least as creditworthy as Customer as of the Effective Date. Gexa may: (a) transfer, sell, pledge, encumber or assign the revenues or proceeds of this Agreement in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to a Gexa affiliate with operating capability and financial condition substantially similar to Gexa; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Gexa with an operating capability and financial condition substantially similar to Gexa as of the execution date of this Agreement; and/or (d) transfer or assign this Agreement to a certified REP with an operating capability and financial condition substantially similar to Gexa as of the execution date of this Agreement. In the case of (b), (c), or (d), any such assignee shall agree in writing to be bound by these Terms and Conditions of Service, and upon assignment, Gexa shall have no further obligations under this Agreement. Gexa shall not assign the Agreement to a non-affiliated entity (including its guarantor) that has a credit rating lower than BBB- without the prior written consent of TCAP, which shall not be unreasonably withheld.

**E.5 No Third-Party Beneficiaries.** This Agreement does not confer any rights or remedies on any person or party other than the Parties, their successors and permitted assigns; except that the Parties recognize that TCAP is entitled to receive the Aggregator Fee .

**E.6 Severability.** If a provision of this Agreement is held to be unenforceable or invalid by a court or regulatory authority of competent jurisdiction, the validity and enforceability of the remaining provisions are unaffected by that holding, and the Parties shall, to the extent possible, negotiate an equitable adjustment to the provisions of this Agreement in order to preserve the original intent and purpose of this Agreement.

**E.7 Entire Agreement; Amendments.** This Agreement constitutes the entire understanding between the Parties, and supersedes any and all previous understandings, oral or written, with respect to the subjects it covers. This Agreement may be amended only upon the mutually signed, written agreement of the Parties.

**E.8 Further Assurances.** The Parties shall promptly execute and deliver, at the expense of the Party requesting such action, any and all other and further instruments and documents which are reasonably requested in order to effectuate the transactions contemplated in this Agreement.

**E.9 Emergency, Outage and Wire Service.** In the event of an emergency, outage or service need, Customer shall call the TDSP for the service area of the ESI ID experiencing the emergency, outage or service need.

**E.10 Customer Care.** Customer may contact Gexa Customer Care if Customer has specific comments, questions, disputes, or complaints toll free at 1-866-961-9399, Monday to Friday 7:00 a.m. – 8:00 p.m. CST and Saturday from 8:00 a.m. – 2:00 p.m.. Gexa shall assist and cooperate with Customer regarding communications with a TDSP relating to service to any ESI ID served by Gexa under this Agreement.

#### **E.11 Governing Law.**

**a.** This Agreement is governed by and construed and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas, without regard to the State of Texas conflict of laws provisions.

**b.** All disputes between the Parties under this Agreement which are not otherwise settled will be decided by a court of competent jurisdiction in Harris County, Texas, and the Parties submit to the jurisdiction of the courts of the State of Texas and the Federal District Courts in Houston, Harris County, Texas. All disputes are governed under the laws of the State of Texas.

**c.** Subject to the provisions of E.11.a. above, this Agreement is subject to, and in the performance of their respective obligations under this Agreement the Parties shall comply with, all applicable federal, state and local laws, regulations and requirements (including the rules, regulations and requirements of quasigovernmental and regulatory authorities with jurisdiction over the Parties, including ERCOT) (collectively, "*Applicable Law*").

**E.12 No Presumption Against Drafting.** Both Parties contributed to the drafting of this Agreement. The rule of construction that any ambiguity is construed against the party who drafted this Agreement does not apply to this Agreement.

**E.13 Counterparts; Facsimile Copies.** This Agreement may be executed in counterparts, all of which constitute one and the same Agreement and each is deemed an original. A facsimile copy of either Party's signature is considered an original for all purposes, and each Party shall provide its original signature upon request.

**E.15 Offer for Electric Service; Refusal of Service.** This Agreement, including these Terms and Conditions of Service, constitute an offer for electric service, and is expressly conditioned on acceptance of this Agreement by Gexa. Gexa may refuse to provide electric service to Customer subject to the requirements of Applicable Law.



**FINANCE**

**To: Mayor and Town Council**

**From: Betty Pamplin, Finance Director**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – March 24, 2020**

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**Agenda Item:**

Consider and act upon awarding RFP No. 2020-12-B to Sciens LLC, related to Phase I Discovery and Pre-Acquisition, Evaluation and Selection of a Permitting Software System for the Town of Prosper; and authorizing the Town Manager to execute documents for same.

**Description of Agenda Item:**

The Town solicited proposals to engage a consultant to assist in the selection and implementation of a new Enterprise Resource Planning (ERP) System. The Town received seven proposals. The evaluation committee, comprised of representatives from Finance, Building Inspections, I.T., Municipal Court, and Utility Billing evaluated the proposals based on the following criteria:

- Cost Proposal (25%)
- Qualifications, Experience and References (35%)
- Methodology (20%)
- Timeline (20%)

Following the initial scoring of proposals, the evaluation committee interviewed the two top-ranked consultants. After completion of the evaluation process and interviews, staff recommends awarding the RFP to Sciens LLC, as the best value proposal. This Agreement is to accommodate for Phase I Discovery and Pre-Acquisition, Evaluation and Selection of a Permitting Software System only. Other phases will be negotiated at a later date, if the Town decides to move forward with those phases.

**Budget Impact:**

This is an approved FY 2019-2020 discretionary package in the amount of \$50,000 for consulting on ERP software solution. The cost for this service is \$43,900, and will be funded from Contracted Services (100-5480-10-99).

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Evaluation Matrix
2. Professional Services Agreement

**Town Staff Recommendation:**

Town staff recommends that the Town Council award RFP No. 2020-12-B to Sciens LLC, related to Phase I Discovery and Pre-Acquisition, Evaluation and Selection of Permitting Software System for the Town of Prosper; and authorize the Town Manager to execute documents for same.

**Proposed Motion:**

I move to award RFP No. 2020-12-B to Sciens LLC, related to Phase I Discovery and Pre-Acquisition, Evaluation and Selection of Permitting Software System for the Town of Prosper; and authorize the Town Manager to execute documents for same.

RFP NO. 2020-12-B  
ERP SYSTEM SELECTION CONSULTANT

| <b>EVALUATION MATRIX - COST FOR PHASES 1 &amp; 3</b> |             | Baker Tilly |                | Berry Dunn McNeil & Parker LLC |                | Coeur Business Group Inc. |                | Malor & Company Inc |                | Plante & Moran, PLLC |                | Sciens LLC |                | SoftResources LLC |                |
|--|-------------|-------------|----------------|--------------------------------|----------------|---------------------------|----------------|---------------------|----------------|----------------------|----------------|------------|----------------|-------------------|----------------|
| Evaluation Criteria                                  | Weighting   | POINTS      | WEIGHTED SCORE | POINTS                         | WEIGHTED SCORE | POINTS                    | WEIGHTED SCORE | POINTS              | WEIGHTED SCORE | POINTS               | WEIGHTED SCORE | POINTS     | WEIGHTED SCORE | POINTS            | WEIGHTED SCORE |
| Qualifications, Experience and References            | 35%         | 5.63        | 1.97           | 7.46                           | 2.61           | 3.92                      | 1.37           | 3.08                | 1.08           | 6.13                 | 2.14           | 6.71       | 2.35           | 5.00              | 1.75           |
| Methodology  | 20%         | 5.75        | 1.15           | 7.00                           | 1.40           | 4.08                      | 0.82           | 3.08                | 0.62           | 6.54                 | 1.31           | 6.75       | 1.35           | 6.08              | 1.22           |
| Timeline   | 20%         | 5.00        | 1.00           | 6.00                           | 1.20           | 1.00                      | 0.20           | 1.00                | 0.20           | 5.50                 | 1.10           | 5.00       | 1.00           | 5.00              | 1.00           |
| Price  | 25%         | 6.47        | 1.62           | 2.89                           | 0.72           | 10.00                     | 2.50           | 9.81                | 2.45           | 7.13                 | 1.78           | 6.27       | 1.57           | 3.84              | 0.96           |
| <b>TOTAL</b>   | <b>100%</b> |             | <b>5.74</b>    |                                | <b>5.93</b>    |                           | <b>4.89</b>    |                     | <b>4.35</b>    |                      | <b>6.34</b>    |            | <b>6.27</b>    |                   | <b>4.93</b>    |

| <b>INTERVIEW RANKINGS</b> | Evaluator 1 | Evaluator 2 | Evaluator 3 | Evaluator 4 | Evaluator 5 | Evaluator 6 |
|---------------------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Selected Firms            | Ranking     | Ranking     | Ranking     | Ranking     | Ranking     | Ranking     |
| Plante & Moran, PLLC      | 2           | 2           | Absent      | 2           | 2           | 2           |
| Sciens LLC                | 1           | 1           | Absent      | 1           | 1           | 1           |

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made between the Town of Prosper, a municipal corporation located in Collin County, Texas (“OWNER”) and Sciens LLC (“CONSULTANT”).

OWNER hereby engages CONSULTANT to perform the following professional services (the “Services”): provide a Phase I: Discovery and Pre-Acquisition, Evaluation and Selection of Permitting Software System for the Town of Prosper.

The Services are more particularly set forth in the scope of work attached as Exhibit A to this Agreement (the “Scope of Work”) and by this reference made a part of the Agreement. CONSULTANT accepts this engagement on the terms and conditions hereinafter set forth. In the event of any conflict between Exhibit A and this Agreement, the terms of this Agreement will govern.

### I.

CONSULTANT agrees to accept as payment for the Services, inclusive of expenses, \$43,900 to Phases 1.1 through 1.4. Such payment shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A, Scope of Work. Additional services outside the Scope of Work will require prior written approval by OWNER.

### II.

CONSULTANT will submit billings based on the completion of milestones as follows:

| Phase             | Activity   | Hours      | Fees             | Expenses    | Total            |
|-------------------|--|------------|------------------|-------------|------------------|
| <b>1.1</b>        | <b>System Assessment &amp; Planning</b>  |            |                  |             |                  |
| A                 | Initial Data Gathering and Documentation   | 16         | \$ 2,800         | \$ -        | \$ 2,800         |
| B                 | Onsite Department Interviews   | 24         | \$ 4,600         | \$ -        | \$ 4,600         |
| <b>1.2</b>        | <b>Plan of Action</b>  |            |                  |             |                  |
| A                 | Initial Budget and Timeline  | 16         | \$ 2,800         | \$ -        | \$ 2,800         |
| B                 | Plan of Action Development   | 32         | \$ 4,800         | \$ -        | \$ 4,800         |
| C                 | Business Process Mapping (Optional)  | -          | \$ -             | \$ -        | \$ -             |
| <b>1.3</b>        | <b>Requests for Proposal</b>   |            |                  |             |                  |
| A                 | Technical Specifications Development   | 24         | \$ 3,800         | \$ -        | \$ 3,800         |
| B                 | RFP Development  | 40         | \$ 5,800         | \$ -        | \$ 5,800         |
| <b>1.4</b>        | <b>Vendor Evaluation &amp; Selection</b>   |            |                  |             |                  |
| A                 | Bidders Conference, Q&A Addendum, Vendor Evaluation Matrix, Proposals Evaluation | 28         | \$ 4,300         | \$ -        | \$ 4,300         |
| B                 | Short List Demos   | 24         | \$ 4,200         | \$ -        | \$ 4,200         |
| C                 | Final Recommendations  | 8          | \$ 1,800         | \$ -        | \$ 1,800         |
| D                 | Contract & SOW Negotiation Support   | 40         | \$ 9,000         | \$ -        | \$ 9,000         |
| <b>Total Cost</b> |  | <b>252</b> | <b>\$ 43,900</b> | <b>\$ -</b> | <b>\$ 43,900</b> |

Billings will be in writing and of sufficient detail to fully identify the work performed to date of billing. No invoices detailing services performed outside the Scope of Work will be paid without corresponding proof of prior

written authorization by the OWNER. Payments will be made by OWNER within 30 days of receipt of billing. Interest on payments over 30 days past due shall accrue at the rate provided by law.

### III.

CONSULTANT will confer with representatives of OWNER to take such steps as necessary to keep the Services on schedule. CONSULTANT will begin work on the Services at a mutually agreed upon date.

### IV.

CONSULTANT agrees that all products, including but not limited to all reports, documents, materials, data, drawings, information, techniques, procedures, and results of the work (“Work Product”) arising out of or resulting from the particular and defined Scope of Work that will be provided hereunder, will be the sole and exclusive property of OWNER and are deemed “Works Made for Hire”. CONSULTANT agrees to and does hereby assign the same to OWNER. CONSULTANT will enter into any and all necessary documents to effect such assignment to OWNER. CONSULTANT is entitled to maintain copies of all Work Product that is produced or used in the execution of this Agreement. It is understood that CONSULTANT does not represent that such Work Product is suitable for use by OWNER on any other projects or for any purposes other than those stated in this Agreement. Reuse of the Work Products by OWNER without the CONSULTANT’S specific written authorization, verification and adaption will be at OWNER’S risk and without any liability on behalf of CONSULTANT.

### V.

CONSULTANT agrees neither it nor its employees or subcontractors or agents will, during or after the term of this Agreement, disclose proprietary or confidential information of OWNER unless required to do so by court order or similar valid legal means. Such proprietary and confidential information received by CONSULTANT or its employees and agents shall be used by CONSULTANT or its employees and agents solely and exclusively in connection with the performance of the Scope of Work.

### VI.

CONSULTANT agrees that OWNER or its duly authorized representatives will, until the expiration of 3 years after final payment under this Agreement, have access to and the right to examine, audit, and copy pertinent books, documents, papers, invoices and records of CONSULTANT involving transactions related to this Agreement, which books, documents, papers, invoices and records CONSULTANT agrees to maintain for said time period.

### VII.

Any and all taxes assessed by any government body upon services or materials used in the performance of this Agreement shall be the responsibility of CONSULTANT.

### VIII.

CONSULTANT shall furnish at CONSULTANT’S own expense, all materials, supplies and equipment necessary to carry out the terms of this Agreement.

## IX.

If CONSULTANT is requested in writing by OWNER to provide any services outside of the Scope of Work, CONSULTANT and OWNER will agree in writing as to the nature of such services and to a price for such services before any work is started.

## X.

CONSULTANT AGREES TO INDEMNIFY AND HOLD HARMLESS OWNER AND ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST LIABILITY FOR DAMAGE TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE CONSULTANT OR THE CONSULTANT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CONSULTANT EXERCISED CONTROL. CONSULTANT SHALL BE RESPONSIBLE FOR PERFORMING THE WORK UNDER THIS AGREEMENT IN A SAFE AND PROFESSIONAL MANNER AND SHALL BE LIABLE FOR CONSULTANT'S NEGLIGENCE AND THAT OF CONSULTANT'S EMPLOYEES, CONTRACTORS, AND AGENTS.

## XI.

CONSULTANT will provide insurance coverage in accordance with OWNER'S insurance requirements as set forth in the "Certificate of Insurance Requirements" attached to this Agreement as Exhibit B and by reference made a part hereof. If the required insurance is terminated, altered, or changed in a manner not acceptable to OWNER, this Agreement may be terminated by OWNER, without penalty, on written notice to CONSULTANT. In addition, CONSULTANT will provide Professional Liability Insurance in the amount of \$1,000,000.00 per claim.

## XII.

CONSULTANT shall at all times observe and comply with all applicable laws, ordinances, and regulations of the state, federal, and local governments which are in effect at the time of the performance of this Agreement.

## XIII.

Either party shall have the right to terminate this Agreement by giving the non-terminating party seven days prior written notice. Upon receipt of notice of termination, CONSULTANT will cease any further work under this Agreement and OWNER will only pay for work performed prior to the termination date set forth in the notice. All finished and unfinished Work Product prepared by CONSULTANT pursuant to this Agreement will be the property of OWNER.

## XIV.

In the event OWNER finds that any of the Work Product produced by CONSULTANT under this Agreement does not conform to the Scope of Work, then CONSULTANT will be given 30 days after written notice of the nonconformity to make any and all corrections to remedy the non-conformance. If after these 30 days CONSULTANT has failed to make any Work Product conform to the specifications, OWNER may terminate this Agreement and will only owe for work done prior to termination and accepted by OWNER. All finished or

unfinished Work Product prepared by CONSULTANT pursuant to this Agreement will be the property of OWNER.

XV.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, or other occurrences beyond the party's reasonable control ("Excusable Delay"). In the event of such Excusable Delay, performance shall be extended as agreed to in writing by the parties.

XVI.

CONSULTANT'S address for notice under this Agreement is as follows:

Attention: Ernest Pages  
5900 South Lake Forest Drive  
McKinney, Texas 75070  
Telephone: (469) 854-2218  
Fax: (866) 858-0898  
E-Mail: epages@sciens.com

OWNER'S address for notice under this Agreement is as follows:

Attention: Harlan Jefferson, Town Manager  
250 W. First St.  
P.O. Box 307  
Prosper, Texas 75078  
Telephone: (972) 346-2640  
E-Mail: harlan\_jefferson@prospertx.gov

Any notice given pursuant to this Agreement shall be effective as of the date of receipt by registered or certified mail or the date of sending by fax, or e-mail and mailed, faxed or e-mailed to the address or number stated in this Agreement.

XVII.

All obligations of OWNER are expressly contingent upon appropriation by the Town Council of sufficient, reasonably available funds.

XVIII.

CONSULTANT shall provide experienced and qualified personnel to carry out the work to be performed by CONSULTANT under this Agreement and shall be responsible for and in full control of the work of such personnel. CONSULTANT agrees to perform the Scope of Work hereunder as an independent contractor and in no event shall the employees or agents of CONSULTANT be deemed employees of OWNER. CONSULTANT shall be free to contract for similar services to be performed for others while CONSULTANT is under Agreement with OWNER.

## XIX.

CONSULTANT will perform the services to be provided under this Agreement with the professional skill and care ordinarily provided by professional consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of surveying professionals.

## XX.

CONSULTANT agrees not to discriminate by reason of age, race, religion, sex, color, national origin or condition of disability in the performance of the Services.

## XXI.

No modifications to this Agreement shall be enforceable unless agreed to in writing by both parties.

## XXII.

OWNER and CONSULTANT hereby each binds itself, its successors, legal representatives and assigns to the other party to this Agreement, and to the successors, legal representatives and assigns of such party in respect to all covenants of this Agreement. Neither OWNER nor CONSULTANT will be obligated or liable to any third party as a result of this Agreement.

## XXIII.

CONSULTANT will not assign, sublet, or transfer interest in this Agreement without the prior written consent of the OWNER.

## XXIV.

This Agreement is entered into and is to be performed in the State of Texas. OWNER and CONSULTANT agree that the law of the State of Texas shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interruption of this Agreement. All litigation arising out of this Agreement shall be brought in courts sitting in Texas with a venue in Collin County.

## XXV.

In no event shall the making by the OWNER of any payment to CONSULTANT constitute or be construed as a waiver by the OWNER of any breach of the Agreement, or any default which may then exist, nor shall it in any way impair or prejudice any right or remedy available to the OWNER in respect to such breach or default.

## XXVI.

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



IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day, month and year shown below to be effective as of the date that the last of the parties signs.

ATTEST:

\_\_\_\_\_  
Melissa Lee, Town Secretary

TOWN OF PROSPER  
(OWNER)

By: \_\_\_\_\_  
Harlan Jefferson, Town Manager

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

SCIENS LLC  
(CONSULTANT)

By:  \_\_\_\_\_

Date: 3/17/2020

**Exhibit A – Scope of Work  
March 11, 2020**

## PHASE 1.1 – PROJECT MANAGEMENT, DATA GATHERING AND INTERVIEWS

The purpose of Phase 1.1 of the project is to establish the business context for the system replacement, examine current business practices and processes that need to be maintained or updated, and develop a preliminary budget and timeline for the project.

In Phase 1.1, we examine:

- Reliability of data, queries and reports
- Possible use of ancillary technologies to automate functions, such as: bar coding in inventory control and field automation for data entry/retrieval
- Use of geo-data for address entry/lookup and validation to minimize data entry errors
- Areas of the processes that are subjected to high rates of error due to such things as: open text entry and lack of required field as part of the workflow
- Ability of the current technology to support digital government and self-service transactions, including reporting and dashboarding.



In addition, we examine the business case for and make recommendations to the Town regarding possible delivery models: on-premise, cloud and hybrid methods, specifically:

- On-Premise: On-premise delivery models assume that businesses license software and install it on computers at their location. software users are responsible for buying computer hardware and software for these solutions. They are also responsible for applying any software upgrades, patches or fixes provided by the software vendor.
- Cloud Delivery: Cloud delivery models allow the software user to use application software on another firm's computing equipment; in the case of some vendors, it runs on their system in their data center. Pricing for these solutions is often done on a monthly basis and may scale up or down based on a customer's usage of the product. This environment also means that software users do not have to perform software maintenance and upgrade activities with their own internal staff. This could save some organizations from needing to hire additional IT personnel to support the software.
- Hybrid Solution: In a hybrid environment, a software vendor can offer multiple methods for deploying the software. It can be used on-premise, hosted on the vendor's cloud or on another firm's cloud. These solutions may also possess the flexibility to go from on-demand to on-premise (and in some cases back to on-demand)

to give you the ability to bring an application in-house should they anticipate the need to make modifications that exceed the capabilities of the standard cloud offering. These products are often designed to work together even though some functionality and data may reside on the customer's data center while other data and functionality resides on a cloud environment.

From this information, we establish business requirements for the system and a budget for the system, including hardware, software, training, business process reengineering, and other professional services. Once a budget has been established, we examine possible payment choices for the Town, i.e., buying, leasing, or subscription (Cloud-based option only).

Finally, we work with the Town to ensure that the project has an effective project governance structure and a balanced team representing the major functional areas that will be involved in the system definition and selection.

Specifically, this phase involves the following activities:

- Town Strategic Direction / Goals – Working with Town Management and the key stakeholders of the new system (e.g., Finance Director), Sciens gains an understanding of the Town's strategic direction and goals, and how the new system would help to further that direction. We assist in the creation of a vision for the new system and definition of goals the Town wants to achieve through implementation.
- Business Practices and Process Review – We meet with cross-functional teams consisting of Department representatives knowledgeable in their portion of the business processes typically automated by current, Municipal Operations systems. During these meetings, we capture:
  - Workflow limitations of the existing system
  - Transaction volumes to be supported by the new system
  - Interfaces of the current system which translate into functionality that needs to be supported by the new system
  - Perform an overall SWOT Analysis (Strengths, Weaknesses, Opportunities, Threats) of current practices and processes.
- Infrastructure & Applications Architectures Review – We meet with the IT Department to discuss the existing infrastructure architecture, including network and servers, and applications architecture so that we can develop specifications that work within the existing environment. This is done in order to minimize the disruptive effect on the technical environment as well as minimize the technical support required by the new system.
- Integration Requirements – During both business practice/process and IT Department discussions, we examine the systems that are currently integrated to the system and look for opportunities to improve the efficiency of the environment by including them in the specifications for the replacement system.
- System Support Requirements – Assess the function and operations performed to support the current system based on interviews with the IT staff and end-user support staff, including:

- The ability of the application to support technical services, such as workflow changes
- Third party vendor interaction within the overall support structure
- User involvement, control and segregation of duties between IT and user departments for configuration changes.

## PHASE 1.2 – NEEDS ASSESSMENT AND PLAN OF ACTION

With the findings discovered in Phase 1.1, Sciens will then develop a Plan of Action.

- Needs Assessment and Action Plan – Sciens produces a comprehensive document at the conclusion of this phase, documenting the current state of the environment, the Town’s vision for the new system, infrastructure and application architectural requirements, integration requirements, system support requirements, and the initial budget and timeline for use in budget planning. In addition, Sciens develops a SWOT Analysis of the Town’s current business practices and processes, including recommendations for ones to be targeted for change with the new system.
- Initial Budget and Timeline Development – Based on Sciens’ experience at acquiring and implementing systems, and using the requirements gathered during the Needs Assessment, we develop an initial budget for a replacement system that includes the required modules, interfaces, hardware and services. This data is presented in the form of a range of high and low-cost estimates. In addition, Sciens develops a preliminary timeline for implementation of the system.
- Status Meeting & Reporting – Throughout the phase, Sciens keeps the Town’s project manager informed regarding progress being made towards milestones, as well as alerting the project manager as to whether there are any obstacles towards meeting the Town’s timeline for selection of a new system. Project team discussions and updates can occur as frequently as needed via GoToMeeting, or in person as required by the Town. Sciens recommends these meetings occur weekly throughout this phase, and on an ad hoc basis as needed. Minimally, formal presentations to the Project Team during this phase occur at the start of the project and with the delivery of the Action Plan.



## PHASE 1.3 – REQUESTS FOR PROPOSAL DEVELOPMENT

In Phase 1.3, we assist the Town with the development of the Requests for Proposal and work with Purchasing to see them released to the marketplace.

Sciens develops detailed technical specifications utilizing the inputs from the Needs Assessment & Plan of Action phase. Once the specifications have been reviewed by the Town, they are compiled with response documents into a request for proposal (RFP). The RFPs are then issued by the Town to the Vendor marketplace. This phase includes:

- Software and Infrastructure Technical Specifications – Specifications are compiled using inputs from the interviews conducted in Phase 1.1. Specifications include software (functional) specifications grouped by major components of the systems which can include: Planning & Development, etc. In addition, infrastructure specifications (hardware and architecture) are created to describe the Town’s overall technical requirements (e.g., system architecture, network infrastructure, desired database and compatibility, servers and data storage, system backup and interfaces, security, scalability, reliability/stability, configuration flexibility, and centralized management).

Once the Town has the opportunity to review the specifications, Sciens will conduct conference calls via GoToMeeting with the reviewers to discuss any specifications that need to be deleted, reworded or added.

- Refine Estimated Budget & Timeline – Throughout the project, Sciens reexamines the estimated budget and timeline using available inputs. Within the context of this phase, this will be done as part of the Vendor Evaluation Matrix (below) development in order to provide the Town with the most accurate estimate using the available vendors’ inputs.
- RFP Development & Release – Once the specifications have been developed, an RFP narrative section is developed. This describes the Town’s current environment, the vision the Town has for the new system, and specifically what the Town is looking for. In addition to the RFP narrative, proposal response forms are developed. These forms are the only permissible mechanism for vendors to respond to the RFP; they are compiled using locked MS Word and Excel files that force vendors to respond systematically to ease overall evaluation, while permitting them to have freeform fields for explanation and comment. Once the Town has had the opportunity to review the RFP document, Sciens will conduct conference calls via GoToMeeting with the Project Team to discuss any specifications that need to be deleted, reworded or added.

The RFP narrative, software specifications and proposal response forms, along with language supplied by Purchasing for the Town’s acquisition requirements, constitute the RFP. This is compiled for submission by the Town to bid services (e.g., Public Purchase) and/or direct submission to the top industry vendors.

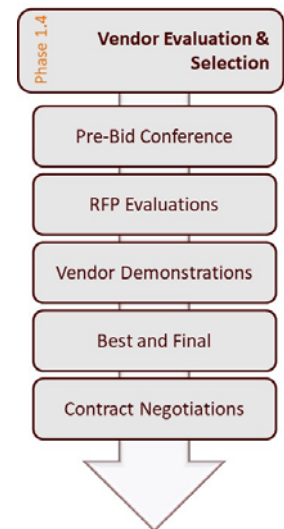


- Selection Criteria and Weightings – As part of the RFP definition process, and prior to the release of the RFP to the marketplace, Sciens will work with the Town to define the selection criteria and respective weightings for each of the major components of the vendors’ responses. This will be done in full compliance with the Town’s Purchasing requirements, including any Cone of Silence requirements prohibiting communications with vendors during the selection process.
- Status Meeting & Reporting – Throughout the phase, Sciens keeps the Town’s project manager informed regarding progress being made towards milestones, as well as alerting the project manager as to whether there are any obstacles towards meeting the Town’s timeline for selection of a new system. Project team discussions and updates can occur as frequently as needed via GoToMeeting, or in person as required by the Town. Sciens recommends these meetings occur weekly throughout this phase, and on an ad hoc basis as needed. Minimally, there will be discussions with each of the functional groups over their review of the specifications, and with the Project Team over the narrative, response forms, selection criteria and weightings, and overall RFP document. Formal presentations to the Project Team outside of this Phase’s process are kept to a minimum to reduce demands upon Project Team members which are already significant during this phase.

## PHASE 1.4 – EVALUATION AND SELECTION OF A VENDOR

In Phase 1.4, the Sciens team evaluates proposals submitted by the vendors, assist the Town in selecting two vendors to be invited for demonstrations, assist the Town with evaluation of the demonstrations, incorporate feedback from the Town from reference checks and site visits, make a final recommendation on a vendor, and assist the Town with contract and statement of work negotiations.

Sciens supports the Town by proctoring the Bidders’ Conference, analyzes the vendor proposal responses, and uses the Vendor Evaluation Matrix to record their performance and determine their conformity to the specifications. Sciens will also lead the Town project team through their own evaluation of the proposals. Once the evaluation of all proposals is completed, Sciens works with the Town to develop a shortlist of up to two vendors to be invited by the Town to demonstrate their system to the Town. Based upon performance against the RFP and demonstrations and incorporating feedback from the Town from reference checks and site visits, Sciens works with the Town project team to make a final recommendation of what vendor it should choose. Subsequently, we support the Town through contact and statement of work negotiations.



Specifically, this phase involves the following activities:

Bidders’ Conference and Vendor Q&A Addendum – Shortly after the issuance of the RFPs, a Bidders’ Conference is held by the Town. Sciens proctors the bidder’s conference. This can be either mandatory or option for the

vendors based on the Town's requirements; and, it can be conducted in person or via teleconference (e.g., GoToMeeting). At the conference, the Town provides a summary of the RFPs and their intent; the Town also provides an informal, non-binding response to questions submitted during the conference. Subsequent to the bidders' conference, a formal response to all questions submitted prior to and during the bidders' conference is drafted by Sciens and posted by the Town as an addendum to the RFPs.

- Vendor Evaluation Matrix – Sciens develops the Vendor Evaluation Matrix, a spreadsheet that tracks each vendors' performance at each stage of the evaluation process. During Phase 1.4, we develop the vendor evaluation matrix, including weightings to be used for each component of the evaluation, to track performance by each vendor.
- 5-Year Cost Analysis – In addition to the Vendor Evaluation Matrix, Sciens will also develop a model to analyze the 5-year cost to the Town of the various cost options for each vendor. This analysis will then be ranked and weighted to assign points to the total score.
- Vendor Proposal Evaluations – Utilizing the Vendor Evaluation Matrix developed earlier, Sciens analyzes each of the proposal submissions for compliance with both technical and business requirements. In addition, Sciens will assist the Town project team through the evaluation of the proposals. Based upon this data, Sciens and the Town project team rate the overall performance of each vendor, and the strengths and weaknesses based upon its proposal response.
- Vendor Shortlist Selection – Sciens will enter the Town's evaluative data into the Vendor Evaluation Matrix, ranking the vendors based on their estimated ability to satisfy requirements. Based upon this ranking, Sciens works with the Town to recommend for the Town to consider inviting for demonstrations of their products and capabilities.
- Vendor Demonstrations – Sciens staff proctors and supports the Town through vendor demonstrations sessions as per detailed below:
  - Phase 1.4: Permitting Software Demos – up to three (3) demo days (i.e., 3 vendor demos, 1 day each).
  - Sciens provides the Town's project team with a scoring tool to be used by Town staff evaluating the vendor demonstrations. Sciens will also evaluate the Vendor's performance, if required by the Town. Subsequently, we compile the results of the scoring tool to score each of the vendors and add this data to the Vendor Evaluation Matrix.
- Contract and Statement of Work Negotiation Support – Once a vendor has been chosen for contract negotiations, Sciens works with the Town to review the vendor's documents, attend meetings and conference calls as needed, to finalize a contract, license and support agreements, and statement of work that the Town finds acceptable. Sciens will provide up to 40 hours of contract and statement of work negotiation support.
- Status Meeting & Reporting – This is the longest phase in terms of overall duration, and regular communications between the Town and Sciens are critical. Throughout the phase, Sciens keeps the Town's

project manager informed regarding progress being made towards milestones, as well as alerting the project manager as to whether there are any obstacles towards meeting the Town's timeline for selection of a new financial system. Project team discussions and updates can occur as frequently as needed via GoToMeeting, or in person as required by the Town. Sciens recommends these meetings occur weekly throughout this phase, and on an ad hoc basis as needed.

## PROJECT DELIVERABLES

Detailed below is a summary of the deliverables you can expect to receive throughout the duration of the project. These deliverables also apply to Phase 3.

### Phases 1.1 and 1.2:

- Project Plan and Timeline
- Kickoff Presentation
- End User and Management Survey
- Business Practices and Processes Review
- Review of Current Technical Environment and System Status
- Review of Functionality
- New System Vision
- Initial Budget and Timeline
- SWOT Analysis
- Needs Assessment and Plan of Action Report

- Selection Criteria, Weightings and Decision-Making Process
- List of Representative Vendors in this space
- Updated Project Timeline GANTT and Budget
- Project Management & Status Reporting

### Phase 1.4:

- Project Management & Status Reporting
- Vendor Pre-Bid Conference and Q&A Addendum
- Proposal Evaluation Matrix
- Vendors Proposals Evaluation
- Short List Recommendations
- Vendor Demonstration Proctoring & Evaluation
- Recommendation of Vendor Award
- Vendor Negotiations (i.e., Contract, License and Support Agreements, Statement of Work

### Phase 1.3:

- Software and Hardware Technical Specifications
- Request for Proposal (i.e., narrative, finalized technical specifications, proposal response forms)



**Exhibit B****CERTIFICATE OF INSURANCE REQUIREMENTS  
TOWN OF PROSPER, TEXAS**

Without limiting any of the other obligations or liabilities of the contractor, the contractor shall provide minimum insurance coverage as listed below, prior to the execution of the contract and maintain coverage, without interruption provided by an insurer of a Best Rating of A- or better, until the work is completed and accepted by the Town. A certification of insurance will be placed on file with the Contracting Department of the Town of Prosper, prior to the execution of the contract.

| TYPE OF COVERAGE | MINIMUM LIMITS |
|------------------|----------------|
|------------------|----------------|

|                                    |           |
|------------------------------------|-----------|
| WORKER'S COMPENSATION - Coverage A | Statutory |
|------------------------------------|-----------|

## NOTES:

Worker's Compensation Insurance shall include a  
Waiver of Subrogation in favor of the Town of Prosper

## EMPLOYERS LIABILITY - Coverage B

|   |           |
|---|-----------|
| Bodily Injury by Accident - each accident | \$100,000 |
| Bodily Injury by Disease - policy limit   | \$300,000 |
| Bodily Injury by Disease - each employee  | \$100,000 |

## COMMERCIAL GENERAL LIABILITY:

|  |             |
|--|-------------|
| Coverage A - Each Occurrence                               | \$500,000   |
| Coverage B - Personal & Advertising Injury                 | \$500,000   |
| General Aggregate Other Than Products/Completed Operations | \$1,000,000 |
| Products/Completed Operations Aggregate                    | \$500,000   |

## NOTE:

- 1) Coverage for explosion, collapse, and underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Contractor will assume all liability for independent subcontractors.
- 4) Coverage must include the Town of Prosper as an Additional Insured for all work performed for or on behalf of the Town.

**AUTOMOBILE LIABILITY:**

|   |           |
|---|-----------|
| Bodily Injury Liability - Each Person       | \$250,000 |
| Bodily Injury Liability - Each Occurrence   | \$500,000 |
| Property Damage Liability - Each Occurrence | \$100,000 |

**NOTE:**

- 1) Coverage must include all owned, hired, and non-owned vehicles.
- 2) Coverage must include the Town of Prosper as an Additional Insured for all work performed for or on behalf of the Town.

**PROFESSIONAL LIABILITY:**

|   |           |
|---|-----------|
| Professional Liability/Errors and Omissions – Each Occurrence | \$500,000 |
| Professional Liability/Errors and Omissions - Aggregate       | \$500,000 |

**NOTE:**

- 1) “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.
- 2) Coverage must include the Town of Prosper as an Additional Insured for all work performed for or on behalf of the Town.



**To: Mayor and Town Council**

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

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – March 24, 2020**

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**Agenda Item:**

Consider and act upon approving the purchase of water meter transmission units from Aclara Technologies, LLC, a sole source provider; and authorizing the Town Manager to execute documents for the same.

**Description of Agenda Item:**

Due to high demand and long lead time for orders, staff is requesting to establish an annual fixed-price agreement for the purchase of the Town's water meter transmission units, in order to create a more efficient ordering process. Aclara Technologies, LLC, has provided a guaranteed price list for products effective through the end of 2020. Orders will be placed on an as-needed basis only, and at the guaranteed price. For each subsequent year, the price will be updated accordingly.

This purchase falls within the definition of a procurement that is available from only one source (Chapter 252 of the Local Government Code) and is exempt from competitive bidding requirements. Aclara Technologies, LLC, is the sole manufacturer of the Aclara Radio Fixed Network Automatic Meter Reading System that is currently installed throughout the Town of Prosper's service territory.

**Budget Impact:**

The total of this purchase is \$190,000. This is an approved FY 2019-2020 budget item for MTU purchases (200-5545-50-02).

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Quote
2. Sole Source Letter

**Town Staff Recommendation:**

Staff recommends approving the purchase of water meter transmission units from Aclara Technologies, LLC, a sole source provider; and authorizing the Town Manager to execute documents for the same..

**Proposed Motion:**

I move to approve the purchase of water meter transmission units from Aclara Technologies, LLC, a sole source provider; and authorize the Town Manager to execute documents for the same.



**Quote #:**  
**Created Date:**  
**Expiration Date:**

Q-12411-1  
 1/14/2020 7:39 AM  
 5/13/2020

## Aclara

77 West Port Plaza, Ste. 500  
 Maryland Heights, MO 63146  
 US  
 Phone: (800) 297-2728

## Bill To

Aubrey Smith  
 Aclara (MO)  
 77 Westport Plaza  
 Suite 500  
 St. Louis, MO 63146  
 US  
 (972) 346-2640  
 aubrey\_smith@prospertx.gov

## End Customer

Prosper, Town of (TX)

| Prepared By   | Phone | EMAIL                | PAYMENT METHOD |
|---------------|-------|----------------------|----------------|
| Fred Quintero |       | fquintero@aclara.com | Net 30         |

## Aclara End Points

| Product Description  | Part No      | Qty   | Lead Time (wks) | Sale Price            | Extended Price |
|--|--------------|-------|-----------------|-----------------------|----------------|
| Series 3420 Water MTU - On demand: Single Port, Encoder, 12' wire - extended range | 3421-012-DBW | 2,000 |                 | USD 95.00             | USD 190,000.00 |
| <b>Aclara End Points TOTAL:</b>  |              |       |                 |                       | USD 190,000.00 |
| <b>Sub-Total</b>   |              |       |                 | <b>USD 190,000.00</b> |                |

|              |                       |
|--------------|-----------------------|
| <b>Total</b> | <b>USD 190,000.00</b> |
|--------------|-----------------------|

## Notes

### TERMS & CONDITIONS

#### General Note:

This Proposal/Quotation is based upon the terms and conditions set forth in the Aclara Standard Terms and Conditions of Sales for Equipment and certain services that are available on Aclara's website at:

<http://www.aclara.com/terms-and-conditions/>

- ADDITIONAL TERMS:** Each Line Item will be shipped within the number of weeks staged after receipt of an acceptable order.
- This quotation is based upon receipt and acceptance of an order by the earlier of the Expiration Date in the upper right or 60-days after the Proposal Date contained herein.

3. Seller shall deliver Equipment to Buyer FCA Seller's Facility or warehouse (Incoterms 2010.) Seller will be responsible for all charges on Buyer's behalf.
4. Buyer shall pay Seller's standard Material Handling charges.
5. Sales tax will be charged unless the customer provides/has provided a valid Sales Tax Exemption or Reseller certificate.
6. Total Extended price shown excludes any applicable Sales Tax.
7. **IF BUYER ACCEPTS THIS QUOTE AND WILL ISSUE ACLARA A SEPARATE PURCHASE ORDER BASED THEREON, DO NOT RETURN A SIGNED COPY OF THIS QUOTE. RETURNING BOTH A SIGNED QUOTE AND SEPARATE PURCHASE ORDER WILL RESULT IN THE BUYER BEING BILLED FOR TWO ORDERS.**

Item No. 10.

To place an order, please send a signed copy of your Purchase Order referencing this quotation to [Aclaraorders@aclara.com](mailto:Aclaraorders@aclara.com)

If there is no Purchase Order, enter N/A in PO Number, your signature, and your Ship To Street Address (P.O. Box not allowed) to acknowledge that this quote form will be used in lieu of PO.

Signature: \_\_\_\_\_ Effective Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

PO Number \*: \_\_\_\_\_

\* Ship To:

Street: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

\* If there is no purchase order, Ship To address must be entered.

## Aclara Confidential / Proprietary Information

*Seller's above quote is expressly made conditional on the Buyer's assent to all of the terms and conditions located at <http://www.aclara.com/terms-and-conditions>. By issuing a Purchase Order or Order to Seller based on this Quote, Buyer hereby represents and affirms that it has reviewed and assents to these terms and conditions. ADDITIONAL TERMS CONTAINED ON ANY PURCHASE ORDER ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED TO IN WRITING BY ACLARA (SELLER) and BUYER.*



77 Westport Plaza  
Suite 500  
St. Louis, MO 63146-3126  
www.AclaraTech.com

314.895.6425

February 28, 2020

Aubrey Smith  
Water/Wastewater Superintendent  
Public Works Department  
Town of Prosper  
121 W. Broadway  
Prosper, TX 75078

RE: Aclara RF AMI System

Dear Ms. Smith,

This letter is to confirm that Aclara Technologies LLC is the sole source manufacturer of the Aclara Radio Fixed (FR) Network Automatic Meter Reading System which is currently installed throughout the Town of Prosper's service territory.

The Aclara RF Network and its Headend Software, Programmer Software, Meter Transmission Unit (MTU), and Data Collector Unit (DCU), are proprietary products of Aclara which are not compatible with any other Automatic Meter Reading System. In addition, Aclara is the only provider of its Headend Software and System Maintenance Services.

We look forward to the opportunity to continue to support the Town of Prosper with our products.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Enyard", is written over a light blue horizontal line.

Robert Enyard  
Vice President

# Terms and Conditions

## Standard Terms and Conditions of Sale for Equipment and Certain Services

1. Seller (as used herein shall mean “Aclara Technologies LLC”, “Aclara Meters LLC”, “Aclara Meters S.L.”, “Aclara Meters Canada, Inc.”, “Aclara Meters UK LTD.”, “Aclara Japan Godo Kaisha”, “Aclara Meters Chile SpA”, “Aclara India Private Limited”, “Aclara Smart Grid Solutions, LLC”, “Aclara Belgium”, or “Aclara Philippines”) agrees to sell and deliver to Buyer the parts, materials, supplies, and other goods (“Equipment”), Software and Services described on the Quotation to which these Terms and Conditions are attached. The Quotation is expressly conditioned on Buyer’s consent to these Terms and Conditions. Except as may be provided herein, licensing of any Software and the providing of any Maintenance Services shall be performed under separate contract agreements and subject to the terms and conditions of such agreements. Buyer may issue one or more purchase orders in response to the Quotation. Any such issuance shall be deemed an acceptance of these Terms and Conditions; any different or additional terms, whether incorporated in Buyer’s Purchase Order or otherwise, are hereby specifically rejected. Regardless of any language that may appear on Buyer’s Purchase Order including Provisions that may be construed as saying that Sellers’s acceptance and/or fulfillment of the Purchase Order shall serve as an acceptance of the terms of the Purchase Order, no deviation from the terms and conditions contained herein shall be enforceable against Seller unless contained in a separate amendment to these standard Terms and Conditions executed by authorized officers of Seller and Buyer which specifically sets forth the terms contained herein that are to be amended and the specific amendment. The Quotation, these Terms and Conditions, and Buyer’s acceptance constitute the “Agreement”.

**2. PRICE.**

As payment for the Equipment and Services, Buyer shall pay the price(s) and within the times as set forth in the Quotation.

**3. SHIPMENTS.**

Shipment of the Equipment and performance of the Services shall be in accordance with the schedule set forth, or referenced, in the Quotation.

**4. CHANGES.**

Buyer may request, in writing, changes in the scope of the Quotation. Such changes shall be effected only upon Seller’s concurrence with such request. If any such change causes an increase or decrease in the cost of or the time required for performance hereunder, an equitable adjustment shall be made in the price and/or delivery schedule.

**5. FORCE MAJEURE.**

Seller shall not be liable for delays in shipment or delivery of any items sold hereunder, or loss or damage thereto, when due to acts of God, acts of Buyer, acts of civil or military authority, governmental restrictions or embargoes, war, riot, fires, strikes, flood, epidemics, quarantine, restrictions, default or delay by supplier, breakdown in manufacturing facilities, machinery or equipment, delays in transportation or difficulties in obtaining necessary materials, labor or manufacturing facilities due to such causes, or any other cause beyond Seller’s reasonable control.

**6. INSPECTIONS.**

Any Equipment may, at the option of the Buyer, be subject to inspection by Buyer at its cost at Seller’s or Seller’s contract manufacturer’s factory in accordance with Seller’s normal inspection system during normal business hours. All inspections by Buyer shall be performed in such manner as not to delay performance by Seller. Buyer must provide Seller with a minimum of forty-eight (48) hours prior written notice of such inspections.

**7. PACKAGING.**

All material and equipment to be furnished by Seller shall be packed, crated, or otherwise suitably protected to



withstand shipment to its destination. Each package, crate, or container shall be marked with the consignee, shipping destination, and purchase order number. Complete packing lists shall be supplied with the contents and identity of each package. Item No. 10.

## **8. TITLE, SHIPPING, AND RISK OF LOSS.**

**8.1** For shipments that do not involve export, including shipments from one European Union (“EU”) country to another EU country, Seller shall deliver Equipment to Buyer FCA Seller’s facility or warehouse (Incoterms 2010). For export shipments, Seller shall deliver Equipment to Buyer FCA Port of Export (Incoterms 2010). Buyer shall pay all delivery costs and charges or pay Seller’s standard material, handling, and freight charges. Partial deliveries are permitted. Seller may deliver Equipment in advance of the delivery schedule. Delivery times are approximate and are dependent upon prompt receipt by Seller of all information necessary to proceed with the work without interruption. If the Equipment delivered does not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten (10) days after receipt.

**8.2** For shipments that do not involve export, title to Equipment shall pass to Buyer upon delivery in accordance with Section 8.1. For export shipments from a Seller facility or warehouse outside the U.S., title shall pass to Buyer upon delivery in accordance with Section 8.1. For shipments from the U.S. to another country, title shall pass to Buyer immediately after each item departs from the territorial land, seas and overlying airspace of the U.S. The 1982 United Nations Convention of the Law of the Sea shall apply to determine the U.S. territorial seas. For all other shipments, title to Equipment shall pass to Buyer the earlier of (i) the port of export immediately after Equipment have been cleared for export or (ii) immediately after each item departs from the territorial land, seas and overlying airspace of the sending country. When Buyer arranges the export or intercommunity shipment, Buyer will provide Seller evidence of exportation or intercommunity shipment acceptable to the relevant tax and custom authorities. Notwithstanding the foregoing, Seller grants only a license, and does not pass title, for any software provided by Seller under this Agreement, and title to any leased equipment remains with Seller.

**8.3** Risk of loss shall pass to Buyer upon delivery pursuant to **Section 8.1**, except that for export shipments from the U.S., risk of loss shall transfer to Buyer upon title passage.

**8.4** If any Equipment to be delivered under this Agreement or if any Buyer equipment repaired at Seller’s facilities cannot be shipped to or received by Buyer when ready due to any cause attributable to Buyer or its other contractors, Seller may ship the Equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places the Equipment into storage, the following apply: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due; (iii) all expenses and charges incurred by Seller related to the storage shall be payable by Buyer upon submission of Seller’s invoices; and (iv) when conditions permit and upon payment of all amounts due, Seller shall make the Equipment and repaired equipment available to Buyer for delivery.

**8.5** If repair Services are to be performed on Buyer’s equipment at Seller’s facility, Buyer shall be responsible for, and shall retain risk of loss of, such equipment at all times, except that Seller shall be responsible for damage to the equipment while at Seller’s facility to the extent such damage is caused by Seller’s negligence.

## **9. SUBSTITUTION.**

Seller shall have the right to substitute an item of Equipment for an item specified in the Quotation provided that such substituted item is, in fact, functionally equivalent to the specified item. In the event of any such substitution, Seller shall give Buyer prompt written notice of its intention to make a substitution which notice shall set forth the reason(s) for such substitution and shall contain a statement that the substituted item is functionally equivalent to the specified item.

## **10. WARRANTY**

Seller warrants its products as follows:

- A. For Power-Line System Equipment, please refer to Aclara TWACS standard warranties.
- B. For Radio Frequency Equipment, please refer to Aclara STAR standard warranties.
- C. For Meters, please refer to Aclara Meter standard warranties.

- D. For Software products, please refer to Aclara Software standard warranties.
- E. For Services, please refer to Aclara's Service standard warranties.
- F. For Cellular Base Equipment, please refer to Metrum Cellular by Aclara standard warranties.
- G. For Grid Monitoring Sensors, please refer to Aclara Grid Monitoring standard warranties.

**11. ASSIGNMENT.**

Buyer shall not assign its right, title, or interest herein, or any part thereof, to any person without the prior written consent of Seller. Such consent shall not be unreasonably withheld.

**12. SUCCESSORS AND ASSIGNS.**

The Agreement, subject to the provisions hereof, shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

**13. CONFIDENTIAL AND PROPRIETARY DATA (SELLER).**

To the extent Seller furnishes confidential and proprietary information of Seller (hereinafter referred to collectively as, the "Confidential Information") to Buyer under this Agreement, Seller and Buyer agree as follows:

**A.** Confidential Information includes, without limitation, (i) non-public information and/or private business information developed, collected or created by Seller or at Seller's expense or direction or non-public information and/or private business information developed, collected or created by a third party and lawfully in the possession of Seller; (ii) trade secret information including technical or non-technical data, formulae, patterns, compilations, client lists, business plans, programs, devices, methods, techniques, drawings, diagrams or processes, data, databases, software, specifications, in any form or format that (1) are not generally known in the trade or business of Seller, (2) have direct or indirect, tangible or intangible, actual or potential value, (3) are not readily ascertainable from publicly available information, and (4) are the subject of reasonable protection measures taken by Seller.

**B.** Except as provided in **Sections 13D** and **13E**, Buyer shall not, without the prior written consent of the Seller: (i) disclose or reveal any of Seller's Confidential Information to any third party; (ii) use any of the Confidential Information other than pursuant to and in accordance with performing this Agreement; (iii) copy, reverse engineer or disassemble any products, technology, software, database, operating system or tangible objects that utilize, embody or contain any portion of the Confidential Information; or (iv) use Seller's Confidential Information for its own or any third party's independent economic gain. The period of confidentiality shall be indefinite with respect to Seller's Confidential Information.

**C.** Buyer shall apply security measures no less stringent than the measures that Buyer applies to its own like information, but not less than a reasonable degree of care, to prevent the unauthorized disclosure and use of the Confidential Information.

**D.** Buyer may disclose Confidential Information received from Seller in the following circumstances: (i) disclosure to third parties to the extent that the Confidential Information is required to be disclosed pursuant to a court order or as otherwise required by law, provided that Buyer promptly notifies Seller upon learning of such requirement prior to disclosure and has given Seller a reasonable opportunity to contest or limit the scope of such required disclosure (including but not limited to making an application for a protective order); (ii) disclosure to nominated third parties under written authority from Seller of the Confidential Information; and (iii) disclosure to those within its organization having a need to know.

**E.** The provisions of this **Section 13** shall not apply to information which: (i) at the time of disclosure to Buyer, is generally available to the public or thereafter, without any fault of the Buyer becomes generally available to the public by publication or otherwise, or which becomes general knowledge; or (ii) was lawfully in the possession of the Buyer prior to its disclosure by Seller; or (iii) was independently made known without restriction to the Buyer by a third party having a bona fide right to disclose such information; or (iv) was developed by the Buyer independently from the Confidential Information disclosed to it by Seller.

**F.** A breach by Buyer of any of the covenants of this **Section 13** will cause Seller to suffer loss which will not be

adequately compensated for by damages, and in addition to damages in respect of any breach of this **Section 13**, Seller shall be entitled to seek equitable remedies (including, without limitation, injunctive relief) in order to prevent a breach of this **Section 13**. Item No. 10.

#### **14. CONFIDENTIAL AND PROPRIETARY DATA (BUYER).**

**A.** All information of Buyer that Buyer considers proprietary and furnishes to Seller in connection with Seller's performance hereunder will be clearly marked as proprietary by Buyer (hereinafter "Buyer Proprietary Data"). Buyer information not so marked shall not be considered to be proprietary to Buyer. Buyer hereby grants to Seller authority to use Buyer Proprietary Data only for the purposes of this Agreement. Seller agrees to keep such Buyer Proprietary Data confidential, to use it only for work necessary to the performance of the Agreement, and not to sell, transfer, disclose, or otherwise make available any of such data to others. Seller may disclose or otherwise make available such Buyer Proprietary Data, with Buyer's consent, to a third party with whom Seller contracts for work necessary to the performance of this Agreement, provided that said third party agrees to be bound by the limitations on use and disclosure contained herein.

**B.** Notwithstanding the foregoing, Buyer Proprietary Data shall not include material which: (i) at the time of disclosure is in the public domain or which, after disclosure, becomes part of the public domain by publication or otherwise; or (ii) is information which Seller can show was in its possession at the time of disclosure and was not acquired directly or indirectly from Buyer; or (iii) is information which was received by Seller from a third entity having legal right to transmit the same. All information pertaining to supply/usage/load profiles shall be recognized by Seller as proprietary information.

#### **15. TERMINATION FOR CAUSE.**

**A.** Buyer may terminate this Agreement upon delivery to Seller of a written notice of termination. Such notice of termination shall be given to Seller at least ten (10) days prior to the effective date of such termination. Such notice of termination may be given for any one of the following reasons: (1) If Seller shall become insolvent, commit any act of bankruptcy, make a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; or (2) if a receiver, trustee or liquidator of any property or income of Seller is appointed; or (3) if Seller: (a) defaults in any material manner in the performance of Seller's obligations under any of the terms, provisions, conditions or covenants contained in this Agreement and (b) further fails within thirty (30) days (or as otherwise mutually agreed) after written notice thereof from Buyer to take reasonable steps to remedy such default. Buyer shall be permitted to pursue any and all rights and remedies available hereunder or at law or in equity without terminating this Agreement for cause. In the event of termination for cause by Buyer, Seller shall be paid only the portion of the compensation related to Equipment delivered, Services performed or Software licensed prior to the effective date of termination. Seller shall also be subject to any claim Buyer may have against Seller under other provisions of this Agreement, or as a matter of law.

**B.** Seller may also terminate this Agreement upon delivery to Buyer of a written notice of termination. Such notice of termination shall be given to Buyer at least ten (10) days prior to the effective date of such termination. Such notice of termination may be given for any one of the following reasons: (1) If Buyer shall become insolvent, commit any act of bankruptcy, make a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; or (2) if a receiver, trustee or liquidator of any property or income of Buyer is appointed; or (3) if Buyer: (a) defaults in any material manner in the performance of Buyer's obligations under any of the terms, provisions, conditions or covenants contained in this Agreement and (b) further fails within thirty (30) days (or as otherwise mutually agreed) after written notice thereof from Seller to take reasonable steps to remedy such default.

Buyer shall also be subject to any claim Seller may have against Buyer under other provisions of this Agreement, or as a matter of law.

#### **16. TERMINATION FOR CONVENIENCE.**

Buyer reserves the right, at any time, to terminate this Agreement, or any portion of the Services, for its sole convenience. Any such termination shall be effected by delivery of a written notice of termination to Seller specifying the extent to which the Agreement and related work have been terminated and the date upon which the termination shall be effective. The date of the effective date of termination shall be no earlier than thirty (30) days from the receipt of the notice of termination by Seller. Upon receipt of such notice, Seller shall in good faith and using all commercially reasonable efforts, suspend performance hereunder, and shall promptly take steps to cancel

existing orders, contracts and subcontracts relating to the Purchase Order.

Item No. 10.

In the event of such termination, Seller shall be entitled to receive: (1) the price due Seller for the work performed, the Equipment delivered, the Software licensed and the Services performed; (2) the price for Equipment manufactured but not delivered prior to the effective date of termination if Buyer desires to purchase such Equipment; (3) all costs reasonably incurred by Seller prior to the effective date of termination including, but not limited to, labor, materials and overhead not covered under (1) or (2) above; (4) the reasonable cost of termination reasonably incurred by Seller in accordance with Buyer's termination notice which costs shall include the reasonable cost incurred by Seller in preparing any termination settlement proposal; and (5) Fifteen percent (15%) of the amounts payable under (3) and (4) above.

No costs incurred after the effective date of the notice of termination shall be treated as a reimbursable cost unless it relates to performing the portion of the work not terminated, or taking measures reasonably required to comply with Buyer's notice of termination in a prudent and business-like manner.

#### **17. NON-DISCRIMINATION.**

During the performance of this Agreement, the Seller agrees as follows: Seller will comply with all applicable provisions of and, if required, furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212), as amended, the Americans with Disabilities Act ("ADA") including the ADA Amendments Act, the Federal Executive Order No. 11246, as amended, the regulations at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" and of the rules, regulations, and relevant orders of the Secretary of Labor. Such acts, amendments, rules, regulations and orders are incorporated herein by reference.

#### **18. INDEPENDENT CONTRACTOR.**

Seller agrees to perform the work in connection with this Agreement as an Independent Contractor and not as a subcontractor, agent or employee of Buyer, its parent, subsidiaries or affiliates, or their respective officers, directors, agents or employees.

#### **19. INDEMNIFICATION.**

For the purpose of this **Section 19** only, "Buyer Parties" shall mean Buyer, its directors, officers, agents and employees, contractors and subcontractors (other than Seller), assignees, subsidiaries and affiliates, and each of them; "Seller Parties" shall mean Seller, its directors, officers, agents and employees, contractors and subcontractors at any tier, and the subcontractor's directors, officers, agents and employees, and each of them; and "Claims" shall mean claims, demands, suits or causes of action. The Parties obligations under this **Section 19** shall not be limited to their respective insurance coverage.

##### **19.1 General Indemnity.**

**A.** Seller shall indemnify Buyer Parties for any and all loss or liability, including the costs of settlements, judgments, damages and direct expense including reasonable attorney's fees, costs and expenses arising from Claims, whether based on statute or regulation or on theories of contract, tort, strict liability, or otherwise, which are brought against one or more Buyer Parties by or on behalf of persons other than Buyer Parties involving injuries or damages to persons or property arising from or in any manner relating to negligent acts or omissions of Seller Parties under this Agreement provided that: (a) Buyer promptly notifies Seller in writing of such Claims; (b) Buyer fully cooperates with Seller in assisting in the defense or settlement of such Claims; and (c) Seller has the sole right to conduct the defense of such Claims or to settle such Claims. Seller shall defend at its own expense, with counsel of its choosing, but reasonably acceptable to Buyer, any suit or action brought against Buyer Parties based upon such Claims. Further, provided that Buyer promptly notifies Seller in writing of any alleged violations described below, Seller shall also indemnify Buyer Parties for any and all loss or liability for fines, fees or penalties for violations of any statutes, regulations, rules, ordinances, codes or standards applicable to the work arising from or relating to acts or omissions of Seller Parties. Seller's obligations under this **Section 19.1.A** shall be reduced to the extent of the negligence, gross negligence or willful misconduct of Buyer Parties.

**B.** To the extent allowed by law, Buyer shall indemnify Seller Parties for any and all loss or liability, including the costs of settlements, judgments, damages and direct expense including reasonable attorney's fees, costs and expenses from Claims, at law or in equity, whether based on statute or regulation or on theories of contract, tort,



strict liability, or otherwise, which are brought by or on behalf of persons other than Seller Parties damages to persons or property arising from or in any manner relating to acts or omissions of Buyer this Agreement provided that: (a) Seller promptly notifies Buyer in writing of such Claims; (b) Seller fully cooperates with Buyer in assisting in the defense or settlement of such Claims; and (c) Buyer has the sole right to conduct the defense of such Claims or to settle such Claims. Buyer shall defend at its own expense, with counsel of its choosing, but reasonably acceptable to Seller, any suit or action brought against Seller Parties based upon such Claims. Further, provided that Seller promptly notifies Buyer in writing of any alleged violations described below, Buyer shall also indemnify Seller Parties for any and all loss or liability for fines, fees or penalties for violations of any statutes, regulations, rules, ordinances, codes or standards applicable to the work arising from or relating to acts or omissions of Buyer Parties. Buyer's obligations under this **Section 19.1.B** shall be reduced to the extent of the negligence, gross negligence or willful misconduct of Seller Parties.

Item No. 10.

## **19.2 Intellectual Property Indemnity.**

**A.** Seller shall defend and indemnify Buyer against any claim by a non-affiliated third party Claims alleging that Equipment or Services furnished under this Agreement infringe a patent in effect in the U.S., an EU member state or the country of the site (provided there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of in which the premises where Equipment is used or Services are performed, not including Seller's premises from which it performs Services provided that (1) in the case of Software licensed, it is the latest released version of the Software licensed; (2) Buyer promptly, and in any event, within ten (10) days of becoming aware of the Claims, notifies Seller in writing of such Claims; (3) Buyer makes no admission of liability and does not take any position adverse to Seller; (4) Buyer provides Seller with full disclosure and fully cooperates with Seller in assisting in the defense or settlement of such Claims and (5) Seller has the sole right to conduct the defense of such Claims or to settle such Claims.

**B.** In addition, in the event any such Equipment sold, Software licensed or Services furnished hereunder are held in such suit to be infringing or misappropriating or their use by Buyer is enjoined or limited in any manner, or Seller believes that such holding or enjoining is likely, Seller shall at its sole option and expense: (1) procure for Buyer the right to continue use of such Equipment or Software licensed, or (2) replace or modify the same with an equivalent non-infringing product with functionality substantially similar to the product it is replacing, or (3) failing (1) or (2), take back infringing Equipment, Software licensed, or Services and refund the price received by Seller attributable to the infringing Equipment, Software licensed or Services. Notwithstanding the foregoing, Seller shall not be liable for any Claims based upon (a) the combination or use of the Equipment or Software with any other equipment or software not supplied or authorized by Seller, or (b) Buyer's possession or use of any altered version of the Equipment or Software unless such alteration has been performed or expressly authorized by Seller, or (c) failure of Buyer to implement any update provided by Seller that would have prevented the Claims, or (d) Equipment or Services made or performed to Buyer's specifications.

**C.** **Section 19.2** states Seller's exclusive liability for intellectual property infringement by Equipment, Software and Services.

**D.** Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Agreement. All new intellectual property conceived or created by Seller in the performance of this Agreement, whether alone or with any contribution from Buyer, shall be owned exclusively by Seller. Buyer agrees to deliver assignment documentation as necessary to achieve that result.

## **20. PUBLICITY.**

Neither party shall, without the express written consent of the other party, disclose any information or make any news release, advertisement, or public communication regarding this Agreement. Notwithstanding the foregoing, nothing herein shall prevent either party from making such public disclosures as it, in its sole judgment, may deem appropriate to satisfy such party's (or such party's parent's) obligations under any applicable law or requirement of any stock exchange.

## **21. INSURANCE.**

In the event that Seller's obligations hereunder require or contemplate performance of Services by Seller's employees, or persons under contract to Seller, to be done on Buyer's property, or property of the Buyer's customers, Seller agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the Buyer. Further, in such event, Seller shall maintain:

- A. General Liability insurance on a one million dollar (\$1,000,000), per occurrence basis; and
- B. Statutory workers compensation insurance. Buyer shall be provided for as an additional insured as its interest may appear on the policy referred to in **Section 21.A** above.

**22. LIMITATION OF LIABILITY.**

Notwithstanding anything contained herein to the contrary, the total aggregate liability of Seller to the Buyer for all liability arising out of or in connection with the performance by Seller of its obligations under this Agreement shall be limited to the aggregate sum of payments made by buyer to Seller under this Agreement. **IN NO CASE SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES OR FOR THE LOSS OF BENEFIT, PROFIT, REVENUE, OR DATA, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**23. TAXES AND PAYMENT.**

Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Agreement ("Seller Taxes"). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Agreement or the performance of or payment for work under the Agreement other than Seller Taxes ("Buyer Taxes"). The price does not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

**24. INVOICING AND PAYMENT.**

A. Seller will invoice Buyer for the Equipment, Software and Services as follows based upon the prices set forth in the Agreement: (1) For Equipment. Seller will invoice Buyer for the Equipment purchased hereunder upon Delivery (as defined below); (2) For Software, Seller will invoice Buyer for the Software license purchased hereunder upon contract signing; (3) Unless governed by a separate written agreement executed by the parties, any professional, support and/or maintenance services provided by Seller will be invoiced as such Services are provided.

B. Payment of all such invoices shall be due and payable thirty (30) days from receipt thereof.

C. Any amounts not paid when due shall bear interest at the lesser of 1 1/2% per month or the highest amount permitted by law until paid.

D. "Delivery" means, (i) in the case of Equipment purchased hereunder, the loading of the equipment on the means of transport of the carrier selected by Seller pursuant to **Section 8** above; (ii) in the case of Software provided hereunder, the remote installation of the Software by Seller on the Buyer-provided designated Equipment, or if applicable, upon the Delivery of the designated Equipment provided by Seller on which the Software is installed; and (iii) in the case of Services provided hereunder, the periodic performance of such Services as described herein.

**25. SEVERABILITY.**

In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the remaining portions of this Agreement shall continue to be binding and enforceable.

**26. GOVERNING LAW AND DISPUTE RESOLUTION.**

**26.1** This Agreement shall be governed by and construed in accordance with the laws of (i) the State of New York if Buyer's place of business is in the U.S.; or (ii) England if the Buyer's place of business is outside the U.S., in either case without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction (the "Governing Law"). If the Agreement includes the sale of Equipment and the Buyer is outside the Seller's country, the United Nations Convention on Contracts for the International Sale of Goods shall apply.

**26.2** All disputes arising in connection with this Agreement, including any question regarding its existence or validity shall be resolved in accordance with this **Section 26**. If a dispute is not resolved by negotiations, either

party may, by giving written notice, refer the dispute to a meeting of appropriate higher management within twenty (20) business days after the giving of notice. If the dispute is not resolved within thirty days after the giving of notice, or such later date as may be mutually agreed, either party may commence arbitration or court proceedings, depending upon the location of the Buyer, in accordance with the following: (a) if the Buyer's pertinent place of business is in the U.S., legal action shall be commenced in federal court with jurisdiction applicable to, or state court located in, either St. Louis County, Missouri or the location of Buyer's principal place of business; or (b) if the Buyer's pertinent place of business is outside the U.S., the dispute shall be submitted to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce ("ICC"). The number of arbitrators shall be one, selected in accordance with the ICC rules, unless the amount in dispute exceeds the equivalent of U.S. \$5,000,000, in which event it shall be three. When three arbitrators are involved, each party shall appoint one arbitrator, and those two shall appoint the third within thirty (30) days, who shall be the Chairman. The seat, or legal place, of arbitration, shall be London, England. The arbitration shall be conducted in English. In reaching their decision, the arbitrators shall give full force and effect to the intent of the parties as expressed in the Agreement, and if a solution is not found in the Agreement, shall apply the governing law of the Agreement. The decision of the arbitrator(s) shall be final and binding upon both parties, and neither party shall seek recourse to a law court or other authority to appeal for revisions of the decision.

**26.3** Notwithstanding the foregoing, each party shall have the right at any time, at its option and where legally available, to immediately commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Agreement, to seek a restraining order, injunction, or similar order to enforce the confidentiality provisions set forth in **Sections 13 and 14** and/or the nuclear use restrictions set forth in **Section 29.1**, or to seek interim or conservatory measures. Monetary damages shall only be available in accordance with **Section 26.2**.

## **27. NOTICES.**

Any notices required under this Agreement shall be in writing, in the English language, and shall for all purposes be deemed to be fully given and received if sent by registered or certified mail, postage prepaid, to the respective parties at the addresses set forth on face hereof. Such addresses are subject to change by the respective parties upon written notice as herein provided.

## **28. SURVIVABILITY.**

Notwithstanding the expiration or termination of this Agreement, the following Sections shall survive according to their terms: 9, Warranty; 12, Proprietary Data (Seller); 13, Proprietary Data (Buyer); 26, Governing Law and Dispute Resolution; 27, Notices.

## **29. GENERAL CLAUSES.**

**29.1** Equipment and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, and Buyer warrants that it shall not use or permit others to use Equipment or Services for such purposes, without the advance written consent of Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Consent of Seller to any such use, if any, will be conditioned upon additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.

**29.2** Buyer shall notify Seller immediately upon any change in ownership of more than fifty percent (50%) of Buyer's voting rights or of any controlling interest in Buyer. If Buyer fails to do so or Seller objects to the change, Seller may (A) terminate the Agreement, (B) require Buyer to provide adequate assurance of performance (including but not limited to payment), and/or (C) put in place special controls regarding Seller's Confidential Information.

## **30. COMPLIANCE WITH LAWS, CODES AND STANDARDS**

**30.1** Seller shall comply with laws applicable to the manufacture of Equipment and its performance of Services. Buyer shall comply with laws applicable to the application, operation, use and disposal of the Equipment and Services.

**30.2** Seller's obligations are conditioned upon Buyer's compliance with all U.S. and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct products other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice.

**30.3** Notwithstanding any other provision, Buyer shall timely obtain, effectuate and maintain in force and effect all permits, licenses, exemptions, filings, registrations and other authorizations, including, but not limited to, environmental permits, import licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site or fulfillment of Buyer's obligations, except that Seller shall obtain any license or registration necessary for Seller to generally conduct business and visas or work permits, if any, necessary for Seller's personnel. Buyer shall provide reasonable assistance to Seller in obtaining such visas and work permits. Item No. 10.

### **31. US GOVERNMENT CONTRACTS.**

**31.1** This **Section 31** applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

**31.2** Buyer agrees that all Equipment and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of the Equipment is unknown unless otherwise specifically stated by Seller in this Agreement. Buyer agrees any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). Buyer represents and agrees that this Agreement is not funded in whole or in part by American Recovery Reinvestment Act funds unless otherwise specifically stated in the Agreement. The version of any applicable FAR clause listed in this **Section 31** shall be the one in effect on the effective date of this Agreement.

**31.3** If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Price.

**31.4** If Buyer is procuring the Equipment or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Price.

### **32. Software License Agreement.**

The purchase of any Software shall be governed in accordance with: (i) the license terms accompanying the Software file at the time it is downloaded or installed; or (ii) if no license terms accompany the Software file, a separate Software License Agreement that has been executed by Seller and Buyer and that is in effect for the product(s) at the time of the purchase.

### **33. TERMS OF AGREEMENT: ORDER OF PRECEDENCE.**

The parties intend for these express standard Terms and Conditions contained in this Agreement (including any Schedules and Exhibits thereto) and in any Purchase Order that are consistent with these standard Terms and Conditions to exclusively govern and control each of the parties' respective rights and obligations regarding the manufacture, purchase and sale of Equipment and Service. Notwithstanding the foregoing, if any terms and conditions contained in a Purchase Order conflict with any terms and conditions contained in this Agreement, the applicable standard term or condition herein will prevail and such contrary or different terms will have no force or effect. Except for such contrary terms, the terms and conditions of all Purchase Orders are incorporated by reference into this Agreement for all applicable purposes hereunder. Without limitation of anything contained in this **Section 33**, any additional, contrary or different terms contained in any confirmation or any of Seller's invoices or other communications, and any other attempt to modify, supersede, supplement or otherwise alter this Agreement, are deemed rejected by Buyer and will not modify this Agreement or be binding on the parties unless such terms have been fully approved in a signed writing by authorized representatives of both parties.

### **34. ENTIRE AGREEMENT.**

The Agreement contains the entire agreement and all representations between the parties relating to the subject matter hereof, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Equipment, Services or Software licensed covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms and Conditions.







**To: Mayor and Town Council**

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

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – March 24, 2020**

**Agenda Item:**

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

**Description of Agenda Item:**

To prevent excess infiltration from entering our wastewater collection system, it is necessary to rehabilitate wastewater manholes at Reynold’s Middle School and along First Street from Craig Street to Coleman Street. This rehabilitation will permanently repair sections of wastewater mainline and potentially reduce wastewater treatment costs approximately \$22,100 per year.

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:**

This is an approved FY 2019-2020 discretionary package in the amount of \$120,000 for inline and manhole rehab. The total amount of this purchase is \$89,056 and will be funded from System Improvements/Repairs (200-5670-50-03).

**Attached Documents:**

1. Buyboard Proposal – First Street
2. Buyboard Proposal – Reynolds Middle School

**Town Staff Recommendation:**

Staff recommends approving the purchase of manhole rehabilitation services from Fuquay, Inc., through the Texas Local Government Purchasing Cooperative; and authorizing the Town Manager to execute documents for the same.

**Proposed Motion:**

I move to approve the purchase of manhole rehabilitation services from Fuquay, Inc., through the Texas Local Government Purchasing Cooperative; and authorize the Town Manager to execute documents for the same.



# PROPOSAL

**DATE:** January 20, 2020  
**PROJECT:** City of Prosper Manhole Rehabilitation - 1st Street

## Cured In Place Pipe CIPP for Pipeline Rehabilitation #555-18

### PROJECT SPECIFIC DISCOUNTED PRICING

|                    |                  |   |  |      | LIST PRICING |             | MEMBER PRICING |             |          | PROJECT SPECIFIC DISCOUNTED PRICING |                |             |
|--------------------|------------------|---|--|------|--------------|-------------|----------------|-------------|----------|-------------------------------------|----------------|-------------|
| ITEM 20            | 1st Street Rehab |   |  | Unit | Quantity     | List Price  | Total          | 7% Discount | Price    | Total                               | Discount Price | Total       |
| Section II Item 20 | 20130            | Travel and Mobilization- Manhole Rehabilitation Crew from New Braunfels, TX |  | MILE | 290          | \$14.00     | \$4,060.00     | -\$0.98     | \$13.02  | \$3,775.80                          | \$1.50         | \$435.00    |
|                    |                  |   |  |      |              |             |                |             |          |                                     |                | \$435.00    |
| Section II Item 20 | 20103            | Condition Standards and Repair Methods -- Condition 3                       |  | SQFT | 164          | \$43.00     | \$7,052.00     | -\$3.01     | \$39.99  | \$6,558.36                          | \$38.00        | \$6,232.00  |
| Section II Item 20 | 20106            | Manhole Bench and Invert Repair 4' Diameter Base                            |  | EA   | 1            | \$669.00    | \$669.00       | -\$46.83    | \$622.17 | \$622.17                            | \$600.00       | \$600.00    |
| Section II Item 20 | 20117            | Manhole Rehabilitation - Cementitious (CRM) only -- 1 inch thickness        |  | SQFT | 164          | \$24.50     | \$4,018.00     | -\$1.72     | \$22.79  | \$3,736.74                          | \$10.00        | \$1,640.00  |
|                    |                  |   |  |      |              |             |                |             |          |                                     |                | \$8,472.00  |
|                    |                  |   |  |      |              | \$11,739.00 |                |             |          | \$10,917.27                         |                | \$8,472.00  |
| Section II Item 20 | 20103            | Condition Standards and Repair Methods -- Condition 3                       |  | SQFT | 150          | \$43.00     | \$6,450.00     | -\$3.01     | \$39.99  | \$5,998.50                          | \$38.00        | \$5,700.00  |
| Section II Item 20 | 20106            | Manhole Bench and Invert Repair 4' Diameter Base                            |  | EA   | 1            | \$669.00    | \$669.00       | -\$46.83    | \$622.17 | \$622.17                            | \$600.00       | \$600.00    |
| Section II Item 20 | 20117            | Manhole Rehabilitation - Cementitious (CRM) only -- 1 inch thickness        |  | SQFT | 150          | \$24.50     | \$3,675.00     | -\$1.72     | \$22.79  | \$3,417.75                          | \$10.00        | \$1,500.00  |
|                    |                  |   |  |      |              |             |                |             |          |                                     |                | \$7,800.00  |
|                    |                  |   |  |      |              | \$10,794.00 |                |             |          | \$10,038.42                         |                | \$7,800.00  |
| Section II Item 20 | 20103            | Condition Standards and Repair Methods -- Condition 3                       |  | SQFT | 164          | \$43.00     | \$7,052.00     | -\$3.01     | \$39.99  | \$6,558.36                          | \$38.00        | \$6,232.00  |
| Section II Item 20 | 20106            | Manhole Bench and Invert Repair 4' Diameter Base                            |  | EA   | 1            | \$669.00    | \$669.00       | -\$46.83    | \$622.17 | \$622.17                            | \$600.00       | \$600.00    |
| Section II Item 20 | 20117            | Manhole Rehabilitation - Cementitious (CRM) only -- 1 inch thickness        |  | SQFT | 164          | \$24.50     | \$4,018.00     | -\$1.72     | \$22.79  | \$3,736.74                          | \$10.00        | \$1,640.00  |
|                    |                  |   |  |      |              |             |                |             |          |                                     |                | \$8,472.00  |
|                    |                  |   |  |      |              | \$11,739.00 |                |             |          | \$10,917.27                         |                | \$8,472.00  |
| Section II Item 20 | 20103            | Condition Standards and Repair Methods -- Condition 3                       |  | SQFT | 201          | \$43.00     | \$8,643.00     | -\$3.01     | \$39.99  | \$8,037.99                          | \$38.00        | \$7,638.00  |
| Section II Item 20 | 20106            | Manhole Bench and Invert Repair 4' Diameter Base                            |  | EA   | 1            | \$669.00    | \$669.00       | -\$46.83    | \$622.17 | \$622.17                            | \$600.00       | \$600.00    |
| Section II Item 20 | 20117            | Manhole Rehabilitation - Cementitious (CRM) only -- 1 inch thickness        |  | SQFT | 201          | \$24.50     | \$4,924.50     | -\$1.72     | \$22.79  | \$4,579.79                          | \$10.00        | \$2,010.00  |
|                    |                  |   |  |      |              |             |                |             |          |                                     |                | \$10,248.00 |
|                    |                  |   |  |      |              | \$14,236.50 |                |             |          | \$13,239.95                         |                | \$10,248.00 |
| Section II Item 20 | 20103            | Condition Standards and Repair Methods -- Condition 3                       |  | SQFT | 176          | \$43.00     | \$7,568.00     | -\$3.01     | \$39.99  | \$7,038.24                          | \$38.00        | \$6,688.00  |
| Section II Item 20 | 20106            | Manhole Bench and Invert Repair 4' Diameter Base                            |  | EA   | 1            | \$669.00    | \$669.00       | -\$46.83    | \$622.17 | \$622.17                            | \$600.00       | \$600.00    |
| Section II Item 20 | 20117            | Manhole Rehabilitation - Cementitious (CRM) only -- 1 inch thickness        |  | SQFT | 176          | \$24.50     | \$4,312.00     | -\$1.72     | \$22.79  | \$4,010.16                          | \$10.00        | \$1,760.00  |
|                    |                  |   |  |      |              |             |                |             |          |                                     |                | \$9,048.00  |
|                    |                  |   |  |      |              | \$12,549.00 |                |             |          | \$11,670.57                         |                | \$9,048.00  |
|                    |                  |   |  |      |              |             |                |             |          |                                     |                | \$9,048.00  |
|                    |                  |   |  |      |              |             |                |             |          |                                     |                | \$9,048.00  |

|                       |       |  |      |     |
|-----------------------|-------|--|------|-----|
| Section II<br>Item 20 | 20103 | Condition Standards and Repair Methods -- Condition 3                | SQFT | 176 |
| Section II<br>Item 20 | 20106 | Manhole Bench and Invert Repair 4' Diameter Base                     | EA   | 1   |
| Section II<br>Item 20 | 20117 | Manhole Rehabilitation - Cementitious (CRM) only -- 1 inch thickness | SQFT | 176 |

|          |            |
|----------|------------|
| \$43.00  | \$7,568.00 |
| \$669.00 | \$669.00   |
| \$24.50  | \$4,312.00 |

|          |          |            |
|----------|----------|------------|
| -\$3.01  | \$39.99  | \$7,038.24 |
| -\$46.83 | \$622.17 | \$622.17   |
| -\$1.72  | \$22.79  | \$4,010.16 |

Attachment 1

|          |              |
|----------|--------------|
| \$38.00  | Item No. 11. |
| \$600.00 | \$600.00     |
| \$10.00  | \$1,760.00   |

**MH #7 - 5ft Dia - 18'**

|                       |       |  |      |     |
|-----------------------|-------|--|------|-----|
| Section II<br>Item 20 | 20103 | Condition Standards and Repair Methods -- Condition 3                | SQFT | 303 |
| Section II<br>Item 20 | 20106 | Manhole Bench and Invert Repair 4' Diameter Base                     | EA   | 1   |
| Section II<br>Item 20 | 20117 | Manhole Rehabilitation - Cementitious (CRM) only -- 1 inch thickness | SQFT | 303 |

|                    |             |
|--------------------|-------------|
| <b>\$12,549.00</b> |             |
| \$43.00            | \$13,029.00 |
| \$669.00           | \$669.00    |
| \$24.50            | \$7,423.50  |

|                    |          |             |
|--------------------|----------|-------------|
| <b>\$11,670.57</b> |          |             |
| -\$3.01            | \$39.99  | \$12,116.97 |
| -\$46.83           | \$622.17 | \$622.17    |
| -\$1.72            | \$22.79  | \$6,903.86  |

|                   |             |
|-------------------|-------------|
| <b>\$9,048.00</b> |             |
| \$38.00           | \$11,514.00 |
| \$600.00          | \$600.00    |
| \$10.00           | \$3,030.00  |

**\$21,121.50**

**\$19,643.00**

**\$15,144.00**

**\$94,728.00**

**\$88,097.04**

**Total: \$68,667.00**

**ADDITIONAL ITEMS IF NEEDED**

|                       |       |  |     |           |
|-----------------------|-------|--|-----|-----------|
| Section II<br>Item 20 | 20104 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material                   | GAL | AS NEEDED |
| Section II<br>Item 20 | 20105 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material-Labor & Equipment | HR  | AS NEEDED |

|          |  |
|----------|--|
| \$267.50 |  |
| \$203.50 |  |

|          |          |  |
|----------|----------|--|
| -\$18.73 | \$248.78 |  |
| -\$14.25 | \$189.26 |  |

|          |  |
|----------|--|
| \$225.00 |  |
| \$175.00 |  |

**PROJECT NOTES**

\*Price is based on City of Prosper being able to shut down force main to allow us to complete work.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWING AND SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER. ANY ALTERATION OR DEVIATION FROM SPECIFICATIONS AND DRAWINGS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE QUOTATION. WORKER'S COMPENSATION AND PUBLIC LIABILITY INSURANCE ON ABOVE WORK TO BE FURNISHED BY FUQUAY, INC. **THERE MAY BE AN ADDITIONAL CHARGE FOR PROVIDING A WAIVER OF SUBROGATION AND/OR BEING LISTED AS AN ADDITIONAL INSURED ON FUQUAY'S INSURANCE. THE CHARGE SHALL BE EQUAL TO THE AMOUNT CHARGED TO FUQUAY FOR SAID SERVICE.**

**EXCLUSIONS:**

**BOND, SALES TAX, AND OCP  
PERMITS, BURDENS, FEES  
WASTE HAUL-OFF**

**SURVEYING  
SITE CLEARING  
PROVIDING AND/OR PERFORMING ANY TESTING**

**TERMS:**

PAYMENT FOR SERVICES SHALL BE DUE AND PAYABLE WITHIN THIRTY DAYS OF THE DATE/MONTH THE WORK IS PERFORMED. THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN THIRTY DAYS.

ACCEPTED BY: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

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

RESPECTFULLY SUBMITTED,

FUQUAY, INC.



# PROPOSAL

**DATE: January 20, 2020**  
**PROJECT: City of Prosper Manhole Rehabilitation - Reynolds Middle School**

## Cured In Place Pipe CIPP for Pipeline Rehabilitation #555-18

Reynolds Middle School

|   |       |  |             |                 | <u>LIST PRICING</u> |              | <u>MEMBER PRICING</u> |              |              | <u>PROJECT SPECIFIC DISCOUNTED PRICING</u> |                 |
|---|-------|--|-------------|-----------------|---------------------|--------------|-----------------------|--------------|--------------|--|-----------------|
| <u>ITEM 20</u>  |       |  | <u>Unit</u> | <u>Quantity</u> | <u>List Price</u>   | <u>Total</u> | <u>7% Discount</u>    | <u>Price</u> | <u>Total</u> | <u>Discount Price</u>                      | <u>Total</u>    |
| <b>Structure (Manhole) Rehabilitation and Corrosion Protection and Corrosion Protection and Additional Associated Items</b> |       |  |             |                 |                     |              |                       |              |              |  |                 |
| Section II Item 20  | 20130 | Travel and Mobilization- Manhole Rehabilitation Crew from New Braunfels, TX            | MILE        | 290             | \$14.00             | \$4,060.00   | -\$0.98               | \$13.02      | \$3,775.80   | \$1.50                                     | \$435.00        |
|   |       |  |             |                 |                     |              |                       |              |              |  | <b>\$435.00</b> |
| <b>MH #1 - 4ft Dia - 18'</b>  |       |  |             |                 |                     |              |                       |              |              |  |                 |
| Section II Item 20  | 20103 | Condition Standards and Repair Methods -- Condition 3                                  | SQFT        | 239             | \$43.00             | \$10,277.00  | -\$3.01               | \$39.99      | \$9,557.61   | \$38.00                                    | \$9,082.00      |
| Section II Item 20  | 20104 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material                   | GAL         | 5               | \$267.50            | \$1,337.50   | -\$18.73              | \$248.78     | \$1,243.88   | \$225.00                                   | \$1,125.00      |
| Section II Item 20  | 20105 | Inflow & Infiltration Repair -- Injection of Chemical Grout Material-Labor & Equipment | HR          | 5               | \$203.50            | \$1,017.50   | -\$14.25              | \$189.26     | \$946.28     | \$175.00                                   | \$875.00        |
| Section II Item 20  | 20106 | Manhole Bench and Invert Repair 4' Diameter Base                                       | EA          | 1               | \$669.00            | \$669.00     | -\$46.83              | \$622.17     | \$622.17     | \$600.00                                   | \$600.00        |
| Section II Item 20  | 20117 | Manhole Rehabilitation - Cementitious (CRM) only -- 1 inch thickness                   | SQFT        | 239             | \$24.50             | \$5,855.50   | -\$1.72               | \$22.79      | \$5,445.62   | \$10.00                                    | \$2,390.00      |
|   |       |  |             |                 | <b>\$19,156.50</b>  |              | <b>\$17,815.55</b>    |              |              | <b>\$14,072.00</b>                         |                 |
| <b>MH #2 - 4ft Dia - 11'</b>  |       |  |             |                 |                     |              |                       |              |              |  |                 |
| Section II Item 20  | 20103 | Condition Standards and Repair Methods -- Condition 3                                  | SQFT        | 139             | \$43.00             | \$5,977.00   | -\$3.01               | \$39.99      | \$5,558.61   | \$38.00                                    | \$5,282.00      |
| Section II Item 20  | 20106 | Manhole Bench and Invert Repair 4' Diameter Base                                       | EA          | 1               | \$669.00            | \$669.00     | -\$46.83              | \$622.17     | \$622.17     | \$600.00                                   | \$600.00        |
|   |       |  |             |                 | <b>\$6,646.00</b>   |              | <b>\$6,180.78</b>     |              |              | <b>\$5,882.00</b>                          |                 |
|   |       |  |             |                 | <b>\$25,802.50</b>  |              | <b>\$23,996.33</b>    |              |              | <b>Total: \$20,389.00</b>                  |                 |

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWING AND SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER. ANY ALTERATION OR DEVIATION FROM SPECIFICATIONS AND DRAWINGS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE QUOTATION. WORKER'S COMPENSATION AND PUBLIC LIABILITY INSURANCE ON ABOVE WORK TO BE FURNISHED BY FUQUAY, INC. THERE MAY BE AN ADDITIONAL CHARGE FOR PROVIDING A WAIVER OF SUBROGATION AND/OR BEING LISTED AS AN ADDITIONAL INSURED ON FUQUAY'S INSURANCE. THE CHARGE SHALL BE EQUAL TO THE AMOUNT CHARGED TO FUQUAY FOR SAID SERVICE.

**EXCLUSIONS:**

BOND, SALES TAX, AND OCP  
PERMITS, BURDENS, FEES  
WASTE HAUL-OFF

SURVEYING  
SITE CLEARING  
PROVIDING AND/OR PERFORMING ANY TESTING

**TERMS:**

PAYMENT FOR SERVICES SHALL BE DUE AND PAYABLE WITHIN THIRTY DAYS OF THE DATE/MONTH THE WORK IS PERFORMED. THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN THIRTY DAYS.

ACCEPTED BY: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

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

RESPECTFULLY SUBMITTED,

FUQUAY, INC.

**INFORMATION  
TECHNOLOGY**

**To: Mayor and Town Council**

**From: Leigh Johnson, Director of Information Technology**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – March 24, 2020**

---

**Agenda Item:**

Consider and act upon awarding CSP No. 2020-39-B to TDC2, LLC, related to underground fiber optic cable installation between Town Hall, Public Works, and the Public Safety Facility; and authorizing the Town Manager to execute documents for same.

**Description of Agenda Item:**

On January 14, 2020, Town Council approved the competitive sealed proposal (CSP) procurement method for the Underground Fiber Optic Cable Installation Project. The Town received two proposals. The evaluation committee, comprised of I.T. and Engineering staff, evaluated the proposals based on the following 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%)

After completion of the evaluation process, staff recommends awarding the CSP for the base proposal to TDC2, LLC, as the best value proposal.

**Budget Impact:**

The base proposal cost for the project is \$72,719.60. The budget for I.T. infrastructure included in the total construction budget for the Public Safety Facility is \$200,000.00 and this project was estimated at \$100,000.00. Funding for the project is included in the Public Safety Facility's construction budget, and will be funded from 750-6610-10-00-1906-FC (FF&E).

**Legal Obligations and Review:**

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

**Attached Documents:**

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

**Town Staff Recommendation:**

Staff recommends awarding CSP No. 2020-39-B to TDC2, LLC, related to underground fiber optic cable installation between Town Hall, Public Works, and the Public Safety Facility; and authorizing the Town Manager to execute documents for same.

**Proposed Motion:**

I move to award CSP No. 2020-39-B to TDC2, LLC, related to underground fiber optic cable installation between Town Hall, Public Works, and the Public Safety Facility; and authorize the Town Manager to execute documents for same.



**CSP NO. 2020-39-A  
UNDERGROUND FIBER OPTIC CABLE INSTALLATION**

| <b>EVALUATION MATRIX - BASE PROPOSAL</b> |                  | <b>GARDNER<br/>TELECOMMUNICATIONS, LLC</b> |                       | <b>TDC2, LLC</b> |                       |
|--|------------------|--|-----------------------|------------------|-----------------------|
| <b>Evaluation Criteria</b>               | <b>Weighting</b> | <b>Points</b>                              | <b>Weighted Score</b> | <b>Points</b>    | <b>Weighted Score</b> |
| Qualifications                           | <b>30%</b>       | 5.50                                       | 1.65                  | 7.33             | 2.20                  |
| Project Timeline                         | <b>20%</b>       | 10.00                                      | 2.00                  | 9.23             | 1.85                  |
| Cost Proposal                            | <b>50%</b>       | 5.76                                       | 2.88                  | 10.00            | 5.00                  |
| <b>TOTAL</b>                             | <b>100%</b>      |  | <b>6.53</b>           |                  | <b>9.05</b>           |

CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR  
**UNDERGROUND FIBER OPTIC CABLE  
INSTALLATION**  
**CSP NO. 2020-39-B**



TOWN OF PROSPER  
COLLIN COUNTY, TEXAS

TOWN OFFICIALS

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

Harlan Jefferson, Town Manager

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## LEGAL NOTICE

The Town of Prosper is accepting competitive sealed proposals for **CSP NO. 2020-39-B UNDERGROUND FIBER OPTIC CABLE INSTALLATION**. Proposals will be accepted online through IonWave.net, the Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078 until **2:00 P.M. on Friday, February 7, 2020**. Any proposals received after this time will not be accepted, and will be returned unopened. Proposals will be publicly opened and read aloud in the Finance Conference Room, located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078, immediately following the proposal deadline.

The Project consists of furnishing all route engineering, design, permitting, and as-built documentation, as well as construction, including underground boring, integration, installation, and commissioning necessary for the installation of fiber optic network cabling from 801 Safety Way, to 250 W. First St. and from 601 W. Fifth St. to 250 W. First St.

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

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

Copies of Plans, Specifications, and Contract Documents may be examined at **Town of Prosper Information Technology Department, 250 W. First Street, Prosper, Texas, 75078, Phone: (972) 569-1150** without charge. These documents may be acquired from that office for the non-refundable purchase price of \$25 per set, payable to the Town of Prosper. Copies of Plans, Specifications, and Contract Documents may also be downloaded free of charge from Current Bidding Opportunities, at the following link: <http://www.prospertx.gov/business/bid-opportunities/>.

Questions and requests for clarifications in regards to this proposal should be emailed directly to January Cook, CPPO, CPPB, Purchasing Manager, at [january\\_cook@prospertx.gov](mailto:january_cook@prospertx.gov). The deadline for receipt of questions and requests for clarifications is **12:00 P.M. on Friday, January 31, 2020**. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.

## INSTRUCTIONS TO PROPOSERS

1. Submittal Deadline: Proposals will be accepted until 2:00 P.M. on Friday, February 7, 2020.
2. Submittal Location: Proposals will be accepted online through IonWave.net, the Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078.
3. Electronic Submittal Requirements: If submitting proposal through IonWave.net, Proposer shall complete all requested information and submit all required documents.
4. Hard Copy Submittal Requirements: If submitting proposal in hard copy, Proposer shall submit one (1) original and one (1) copy of their proposal in a sealed envelope clearly marked with their name and **CSP NO. 2020-39-B UNDERGROUND FIBER OPTIC CABLE INSTALLATION**. Proposer shall complete all requested information and submit all required documents.
5. Proposal Opening: Proposals will be publicly opened and read aloud in the Finance Conference Room, located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078, immediately following the proposal deadline.
6. Proposal Documents: Copies of Plans, Specifications, and Contract Documents may be examined without charge at the following location:

Town of Prosper  
Information Technology  
250 W. First Street  
Prosper, TX 75078  
Phone: 972-569-1150

or

Download free of charge from Current Bidding Opportunities, at the following link:

<http://www.prospertx.gov/business/bid-opportunities/>.

7. Questions and Requests for Clarification: Questions and requests for clarifications in regard to this proposal should be emailed directly to January Cook, CPPPO, CPPB, Purchasing Manager, at january\_cook@prospertx.gov. The deadline for receipt of questions and requests for clarifications is **12:00 P.M. on Friday, January 31, 2020**. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.
8. Addenda: If it becomes necessary to provide additional information to potential Proposers, the Town of Prosper will issue an addendum containing the necessary information.
9. Pre-Proposal Meeting: A pre-proposal meeting **will not** be held for this project.
10. Site Visit: N/A

## CONSTRUCTION AGREEMENT

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

This Construction Agreement (the "Agreement") is made by and between **TDC2, LLC**, a limited liability company, (the "Contractor") and the **Town of Prosper, Texas**, a municipal corporation (the "Owner"). For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

### CSP NO. 2020-39-B UNDERGROUND FIBER OPTIC CABLE INSTALLATION (BASE PROPOSAL)

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

#### A. Contract Documents and Order of Precedence

The Contract Documents shall consist of the following documents:

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

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

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

#### **B. Total of Payments Due Contractor**

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed **Seventy-Two Thousand Seven Hundred Nineteen Dollars and sixty cents (\$72,719.60)**. This amount is subject to adjustment by change order in accordance with the Contract Documents.

#### **C. Dates to Start and Complete Work**

Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be substantially completed within **65** calendar days after the date of the Notice to Proceed for the base proposal. Within 30 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment.

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

#### **D. CONTRACTOR'S INDEMNITY TO THE OWNER AND OTHERS**

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

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

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

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

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

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

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

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



## E. Insurance Requirements

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

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

re: CSP No. 2020-39-B UNDERGROUND FIBER OPTIC CABLE  
INSTALLATION

### 1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- a. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
- b. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
- c. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

### 2. Minimum Limits of Insurance

Contractor shall maintain throughout contract limits not less than:

- a. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
  - 1) Premises / Operations
  - 2) Broad Form Contractual Liability
  - 3) Products and Completed Operations
  - 4) Personal Injury

- 5) Broad Form Property Damage
  - 6) Explosion Collapse and Underground (XCU) Coverage.
  - b. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
  - c. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired and non-owned autos.
  - d. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.
  - e. \$1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.
3. Deductible and Self-Insured Retentions

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

4. Other Insurance Provisions

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

- a. General Liability and Automobile Liability Coverage
  - 1) The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
  - 2) The contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.

- 3) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- 4) The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

b. Workers' Compensation and Employer's Liability Coverage

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

c. All Coverages

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

5. Acceptability of Insurers

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

6. Verification of Coverage

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

**G. Performance, Payment and Maintenance Bonds**

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

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

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

#### H. Progress Payments and Retainage

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

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

1. copies of documents reasonably necessary to aid the Owner in preparing an estimate of the value of Work properly completed;
2. full or partial releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Owner releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

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

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

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

- a. ensure proper completion of the Work. The Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
- b. ensure timely completion of the Work. The Owner may use retained funds to pay liquidated damages; and
- c. provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

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

#### **I. Withholding Payments to Contractor**

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

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

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

#### **J. Acceptance of the Work**

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

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

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

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

#### **K. Acceptance of Erosion Control Measures**

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

#### **L. Final Payment**

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

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

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

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

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

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

#### **M. Contractor's Warranty**

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

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

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

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

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

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

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

#### **N. Compliance with Laws**

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

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

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

#### O. "Anti-Israel Boycott" Provision

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

#### P. Other Items

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

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

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

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



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

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

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

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

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

**TDC2 LLC**

**TOWN OF PROSPER, TEXAS**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: **HARLAN JEFFERSON**  
Title: Town Manager  
Date: \_\_\_\_\_

Address: 634 N Ballard Ave.  
Wylie, TX 75098

Address: 250 W. First St.  
P.O. Box 307  
Prosper, Texas 75078

Phone: (972) 423-9080  
Email: smackinaw@tdc2.com

Phone: (972) 346-2640  
Email: harlan\_jefferson@prospertx.gov

ATTEST:

\_\_\_\_\_  
MELISSA LEE  
Town Secretary

**PERFORMANCE BOND**

STATE OF TEXAS                    )  
  )  
COUNTY OF COLLIN        )

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

**THE OBLIGATION TO PAY SAME** is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Beneficiary, dated on or about the **24th day of March A.D. 2020**, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**CSP NO. 2020-39-B  
UNDERGROUND FIBER OPTIC CABLE INSTALLATION (BASE PROPOSAL)**

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

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

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

**AND PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder

or the Plans, Specifications and Drawings, etc., accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

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

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

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

PRINCIPAL:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
Phone Fax

[Signatures continued on following page.]

ATTEST:

SURETY:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
Phone Fax

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

NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

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

**PAYMENT BOND**

STATE OF TEXAS                    )  
  )  
COUNTY OF COLLIN    )

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

**THE OBLIGATION TO PAY SAME** is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Owner, dated on or about the **24th day of March A.D. 2020**, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**CSP NO. 2020-39-B  
UNDERGROUND FIBER OPTIC CABLE INSTALLATION (BASE PROPOSAL)**

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

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

PRINCIPAL:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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Address

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City State Zip

\_\_\_\_\_  
City State Zip

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Phone Fax

[Signatures continued on following page.]

ATTEST:

SURETY:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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Title

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City State Zip

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Phone Fax

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Phone Fax

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

NAME: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_

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

**MAINTENANCE BOND**

STATE OF TEXAS )  
 )  
COUNTY OF COLLIN )

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

**WHEREAS**, Principal entered into a certain written Contract with the Town of Prosper, dated on or about the **24th day of March 2020**, to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**CSP NO. 2020-39-B  
UNDERGROUND FIBER OPTIC CABLE INSTALLATION (BASE PROPOSAL)**

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

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

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

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



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

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

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

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

PRINCIPAL:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Typed/Printed Name

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[Signatures continued on following page.]

ATTEST:

SURETY:

By: \_\_\_\_\_  
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By: \_\_\_\_\_  
Signature

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## SPECIAL CONDITIONS

SC.01 PURPOSE: The Special Conditions contained herein set forth conditions or requirements particular to this Contract: **CSP NO. 2020-39-B UNDERGROUND FIBER OPTIC CABLE INSTALLATION**

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

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

SC.03 MINIMUM QUALIFICATIONS OF VENDORS: The Town will only consider Bidders who meet the Minimum Qualifications identified in this section. Should the Town determine, in its' sole discretion, that the Bidder does not meet these Minimum Qualifications, the Town will disqualify the Bidder and its bid will be rejected as non-responsive. Experience performing projects of similar scope, quantities, and cost will be a primary consideration of meeting the minimum qualifications.

The Bidder shall submit within five (5) days of the Owner's request such evidence as the Owner may require to establish its financial responsibility, experience and possession of such equipment as may be needed to prosecute the work in an expeditious, safe and satisfactory manner. Bidders are subject to disqualification if they fail to provide evidence within the five-day period. Confidential bidders are strongly encouraged to have this evidence ready by Bid Opening. Submissions will be made to the Purchasing Manager, Town of Prosper, 250 W. First Street, Prosper, Texas.

The Town reserves the right to conduct site/yard visits to the Bidders' place of business, yard sites or current project sites. The required information to be submitted shall consist of, but shall not necessarily be limited to, the following:

- A. Current Project Experience. A list of all projects presently under construction by the bidder including approximate cost, project start date and estimated completion date shall be submitted.
- B. Past Project Experience. A minimum of three (3) comparable projects in the following category listed below meeting the following requirements shall be submitted:
  1. Fiber Optic Cable Installation
    - a. Completed within the previous five years from the date of the Owner's request;
    - b. Located in the Dallas-Fort Worth Metroplex;
    - c. Scope of work consisting of similar items and quantities; and
    - d. Copy of actual project schedule used during construction;
    - e. This qualification may be met with the qualifications from a sub-contractor.

- C. Key Personnel Resumes. If requested, bidder shall provide resumes of LOCAL personnel expected to oversee this project. Resumes shall be provided for executive and management team as well as on-site project manager.
- D. Financial Statement. Each Bidder shall be prepared to submit upon request of the Owner a financial statement prepared by an independent Certified Public Accountant with no evidence of threatening losses (current within the last six (6) months of bid date). This information will be used to confirm that the Bidder has suitable financial status to meet obligations incidental to performing the work.
- E. Proof that the bidder maintains a permanent place of business (must be submitted within five (5) days if requested).

SC.04 INTRODUCTION: The Town of Prosper ("Town") is accepting competitive sealed proposals (CSP) for the design, supply, integration, installation and commissioning of Underground Fiber Optic Cable connecting Town Hall to Public Works and the Public Safety Complex. Services shall be turn-key and include but not be limited to the trenching, installation, connection, testing, troubleshooting, and documentation, of the System.

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

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

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

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

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

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

SC05. SPECIFICATIONS: Proposal must meet or exceed the specifications and requirements herein, in order to be considered.

SC06: SUBMITTALS: In order for your proposal to be considered responsive, the following information must be submitted:

A. Qualifications and Experience

- 1) Outline contractor and subcontractor experience with similar projects, and **label as Attachment A1.**
- 2) Outline qualifications of key personnel assigned to this project and **label as Attachment A2.**
- 3) Complete the References Worksheet and **label as Attachment A3.**

B. Pricing

- 1) Price proposal shall be all inclusive of fiber installation per specification for each location.
- 2) A lump sum for each location shall be provided.
- 3) Annual or hourly maintenance fees, and emergency restoration fees shall also be provided. Please include a description and all associated costs for maintenance and support services, and **label as Attachment B.**
- 4) For online submissions, please submit the line item pricing as requested.
- 5) For hard copy submissions, you must print and complete the Bid Lines and submit with your proposal.
- 6) The Town is exempt from paying Texas State or local sales and use taxes. Please ensure the prices proposed do not include taxes.

C. Project Timeline

- 1) Indicate the number of days to complete all locations, complete and place, from the date of issuance of Notice to Proceed, and **label as Attachment C.**

D. Warranty Information

- 1) Submit warranty information as outlined in the Specifications, Item No. 9, and **label as Attachment D.**

- E. Insurance Certificate
  - 1) Provide a copy of your insurance certificate evidencing that you meet the required coverages, and label as **Attachment E**.
- F. Bid Proposal Conditions (Bid Attributes)
  - 1) For online submissions, you must select "I Agree", or provide the requested information for each condition.
  - 2) For hard copy submissions, you must complete and print the Bid Attributes section and submit it with your proposal.
- G. Supplier Information
  - 1) For hard copy submissions, you must complete and print the Supplier Information section and submit it with your proposal.

SC07: EVALUATION CRITERIA: A review committee will evaluate submissions received in accordance with the general criteria defined herein. Failure of respondents to provide in their submission any information requested in this CSP may result in disqualification of the submission. The objective of the review committee will be to select the Proposal that provides the best value to the Town. The decision made by the Town of Prosper will be final. The agreement will be awarded based on the following evaluation criteria:

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

SC08: INTERVIEWS AND PRESENTATIONS: In fairness to all firms, requests for interviews prior to the closing time and date will not be permitted. Interviews with selected firms may or may not be requested by the Town after the closing date. Selection may be made strictly from the information provided in the Proposal. However, the Town reserves the right to conduct interviews with and request presentations from any respondents.

SC09: SELECTION AND AWARD: If the Town is unable to reach an agreement with the first-ranked Contractor, the Town shall terminate further discussions with the first-ranked Contractor, and commence negotiations with the next-ranked Contractor, in the order of the selection ranking until an agreement is reached, or all Proposals are rejected. Time is of the essence, and the award of the contract to the successful Contractor is expressly conditioned upon (1) the Contractor's execution and delivery of the Contract, and delivery of all required bonds and evidence of insurance, within ten (10) calendar days after the Contractor is notified of the acceptance of its Proposal, and (ii) the Contractor's timely fulfillment of any and all other preconditions expressly set forth in the Contract Documents. Should the Contractor fail to timely execute and deliver the contract, required bonds, evidence of insurance, or fail to timely fulfill any other such preconditions, the Town may, at its option and discretion, without releasing, impairing or affecting its right to receive the Proposal security as damages for such failure, rescind the award, commence negotiations with the next ranked Contractor, or may reject all Proposals.

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

SC10: SUBMISSION OR DELIVERY OF PROPOSAL: Proposals for the construction services specified will be received online, or in hard copy. The date/time stamp located in the Purchasing Office serves as the official time clock. Late Submissions will not be considered. Submissions received after the stated deadline shall be refused and returned unopened. The Town of Prosper is not responsible for issues encountered with methods of delivery.

A. Online Submission

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

B. Mailed/Delivered Submission

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

**Delivery Address:**

Town of Prosper  
Attn: Purchasing Manager  
250 W. First St.  
3<sup>rd</sup> Floor Finance Suite  
Prosper, Texas 75078

**Mailing Address (US Postal Service Only):**

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

## SPECIFICATIONS

1. **SCOPE**: The Town seeks the installation and maintenance services for an underground (conduit) fiber optic cable system. Services shall be turn-key and include but not be limited to the trenching, installation, connection, testing, trouble-shooting, documentation, and on-going maintenance and restoration of the System.
2. **CONNECTIVITY**: Once installed, Town will be responsible for contracting separately with an internet service provider. Internet service is not a part of this scope of work.
3. **PROPOSED FIBER OPTIC CABLE ROUTE**: Exhibit A is herein included to indicate those areas of proposed conduit and fiber. Successful respondent shall provide and install fiber to the indicated demarcations and use existing conduit where noted. System shall provide the following:
  - A. Meet or exceed the Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) specifications and International Telecommunication Union (ITU) requirements;
  - B. Fiber Optic Cable shall be Corning® (or equivalent) 144-Strand, Standard Single-Mode, Metallic Armored cable.
  - C. All termination equipment including but not limited to connectors, splice trays, LIUs, etc. shall be verified with the Town prior to procurement and placement.
  - D. PVC conduit should be used except as noted. PVC conduit shall be 4" with schedule 40 wall thickness.
  - E. The successful respondent shall be responsible for the care, preservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, all means of construction and maintenance, and any and all parts of the work, whether the successful respondent has been paid, partially paid, or not paid for such work until the entire work is completed and accepted.
  - F. Installation shall include all labor, materials, components and accessories.
4. **INSTALLATION LOCATIONS**: The following locations in Prosper, Texas to be interconnected are included in this project for the installation of the fiber optic cable:
  - A. Town Hall: 250 W. First St.
  - B. Public Works: 601 W. Fifth St.
  - C. Public Safety Facility: 801 Safety Way



5. **TESTING, ACCEPTANCE AND INSPECTION:** Once installed, successful respondent shall test System and provide report to Town. Town shall have thirty (30) days to test System and shall notify successful respondent of non-working areas. Additionally,
- A. All test results including but not limited to Optical Time Domain Reflectometer (OTDR) reports and shall be submitted in Portable Document Format (PDF). Any anomalies in test results shall be noted separately.
  - B. Successful respondent shall maintain adequate records throughout all stages of installation of inspections and tests, including checks made to assure accuracy of inspection and testing equipment and other control media. All quality control records shall be available for review and copies of individual records shall be furnished when requested. Successful respondent expressly agrees to furnish records requested within five (5) business days of notification by the Town.
  - C. Successful respondent shall provide and maintain a description of procedures for control of quality. To the extent necessary, written inspection and test procedures are to be used. This description may be a compilation of existing inspection method sheets, test procedures, route sheets, or other documents normally used by the successful respondent to define inspection operations. The description of the quality control system and all applicable inspection and test procedures shall be available to the Town.
  - D. The Town and/or its agents shall, at all times, have access to the installation whenever it is in preparation or progress and the successful respondent shall provide proper facilities for such access for inspection. The Town and/or its agents may make periodic visits to the site to stay familiar with the progress of the installation and to determine if such work meets the requirements of the specifications.
6. **PRECAUTIONS AND RESPONSIBILITIES:** Successful respondent shall:
- A. Obtain all permits, licenses, coordination with other utilities, clearances, notifications of affected bodies, etc. prior to installation;
  - B. Be fully and completely liable, at the successful respondent's own expense, for the construction, installation and use, or non-use, of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used during construction and/or maintenance.
  - C. Before beginning work, verify all successful respondent personnel are thoroughly familiar with the operation of all equipment and procedures to be used during installation or maintenance of System. Before use, all equipment, including safety gear, shall be inspected and tested for proper operation. Any defective equipment must be repaired or replaced before work continues.

7. **DELIVERABLES:** Deliverables shall be submitted to the Town prior to final acceptance. Deliverables shall include the following unless otherwise agreed to by the Town and the successful respondent.
- A. As-built drawings depicting the locations of all fiber optic cable, poles, splices, splice boxes or access points, slack points (to include type and count as applicable), identifiers or markers;
  - B. As-built drawings depicting the physical dimensions, relations to existing conditions, and horizontal and vertical location of all in-ground, underground or hidden installations.
8. **MAINTENANCE SERVICES:** During the term of the resulting agreement, successful respondent shall provide all maintenance and support services as needed to ensure the operation of the fiber system, including, without limitation, routine and ordinary maintenance and support services, emergency restoration services and all other maintenance services.
- A. Town seeks restorative services of fiber system within four (4) hours of outage notification from Town.
  - B. Respondent's price proposal shall provide for said maintenance services.
9. **WARRANTY:** The successful respondent warrants the materials, workmanship and work to be in conformance with the specifications included in this section for a minimum period of one (1) year from the date of acceptance of the work.
- A. Detailed warranty information shall be provided with response.
  - B. The warranty binds the Successful respondent to correct any work that does not conform to such Specifications or any defects in workmanship or materials furnished which may be discovered within the warranty period.
  - C. The successful respondent shall, at its own expense, correct such defect after receiving notice from the Town by repairing same to the condition called for in the specifications.
  - D. The warranty shall cover parts, labor, travel and all other expenses.
  - E. Warranty service shall be on a 24-hour/day, 365-day/year basis with an onsite response time not to exceed four (4) hours. The proposer shall certify that its proposed service facility shall initiate, within four (4) hours, repair to any critical system product that fails while under warranty.

- F. Service Under Warranty:
- 1) In the event it becomes necessary for the Town to contract out for warranty repairs, due to an inability or failure of the successful respondent to perform such repairs, the successful respondent shall reimburse the Town for all invoices for parts, labor, materials, travel, per-diem, consulting fees and all other related expenses such as shipping/handling costs to perform such repairs, within 30 days from presentation of an invoice from the Town. This shall only occur after the successful respondent has been given reasonable time and fair opportunity to respond and correct the problem.
10. **EMERGENCY RESTORATION SERVICES:** After project completion, emergency repair of System or System components shall be available per the following terms:
- A. Twenty-four (24) hour a day, seven (7) day a week on call coverage;
  - B. Minimum four (4) hour onsite response time to all call-outs;
  - C. Storage of spare cable, poles, anchors, splice cases, manholes, conduit, etc. shall be at successful respondent-owned warehouse location for pick-up by restoration crews. Timely restoration services are contingent upon availability and access to warehouse facilities where materials are stored.
  - D. Successful respondent will be required to maintain the color coding scheme developed by the Town for the fiber optic cable.
  - E. All materials required for restoration activities (fiber optic cable, strand, pole hardware, lashing wire, consumable kits for splicing, etc.) will be provided by the successful respondent.
11. **INSTALLATION SCHEDULE:** Installation shall be coordinated with and approved by the Town of Prosper's Information Technology department. Any required traffic control during installation shall be the responsibility of successful respondent. Respondent shall provide proposed timeline and schedule for installation.
12. **PROTECTION OF PERSONS AND PROPERTY:** The Successful respondent shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws, building and construction codes. The successful respondent shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
- A. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General

Contractors of America except where incompatible with Federal, State or Municipal laws or regulations. The successful respondent shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the successful respondent, acting at its discretion as an independent successful respondent.

- B. Successful respondent shall maintain, at all times, free access to fire lanes and emergency and utility control facilities such as fire hydrants, fire alarm boxes, utility valves, manholes, junction boxes, etc.
- C. Successful respondent shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:
  - 1) Personnel involved in the installation and other persons who may be affected thereby;
  - 2) The work and all materials and equipment to be incorporated therein, whether in storage or off site, under care, custody or control of successful respondent; and
  - 3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, fences, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction and/or maintenance.
  - 4) The Successful respondent agrees to indemnify, save and hold harmless the Town and the Town's Consultant(s) against any claim or claims for damages due to the injury to any adjacent or adjoining property arising or growing out of installation or performance of the System.
  - 5) Successful respondent shall be solely responsible for location and protection of any and all public lines and utility customer service lines in the work area. The successful respondent shall make proper notifications and exercise due care to locate and to mark, uncover or otherwise protect all such lines within the limits of installation.

13. **INSTALLATION SPECIFICATIONS:** Fiber optic specifications shall include but not be limited to:

- A. Installation shall be in accordance with industry standard practices.
- B. Terminations are to be made utilizing standard LC-Type connectors. Verify with the Town prior to construction.
- C. The maximum attenuation per connector shall be no greater than 0.4 dB. All splices shall be made utilizing mechanical or fusion, splicing techniques, and shall be mounted on standard

splice cards and housed in proper splice closures. The maximum attenuation per splice shall be no greater than 0.2 dB.

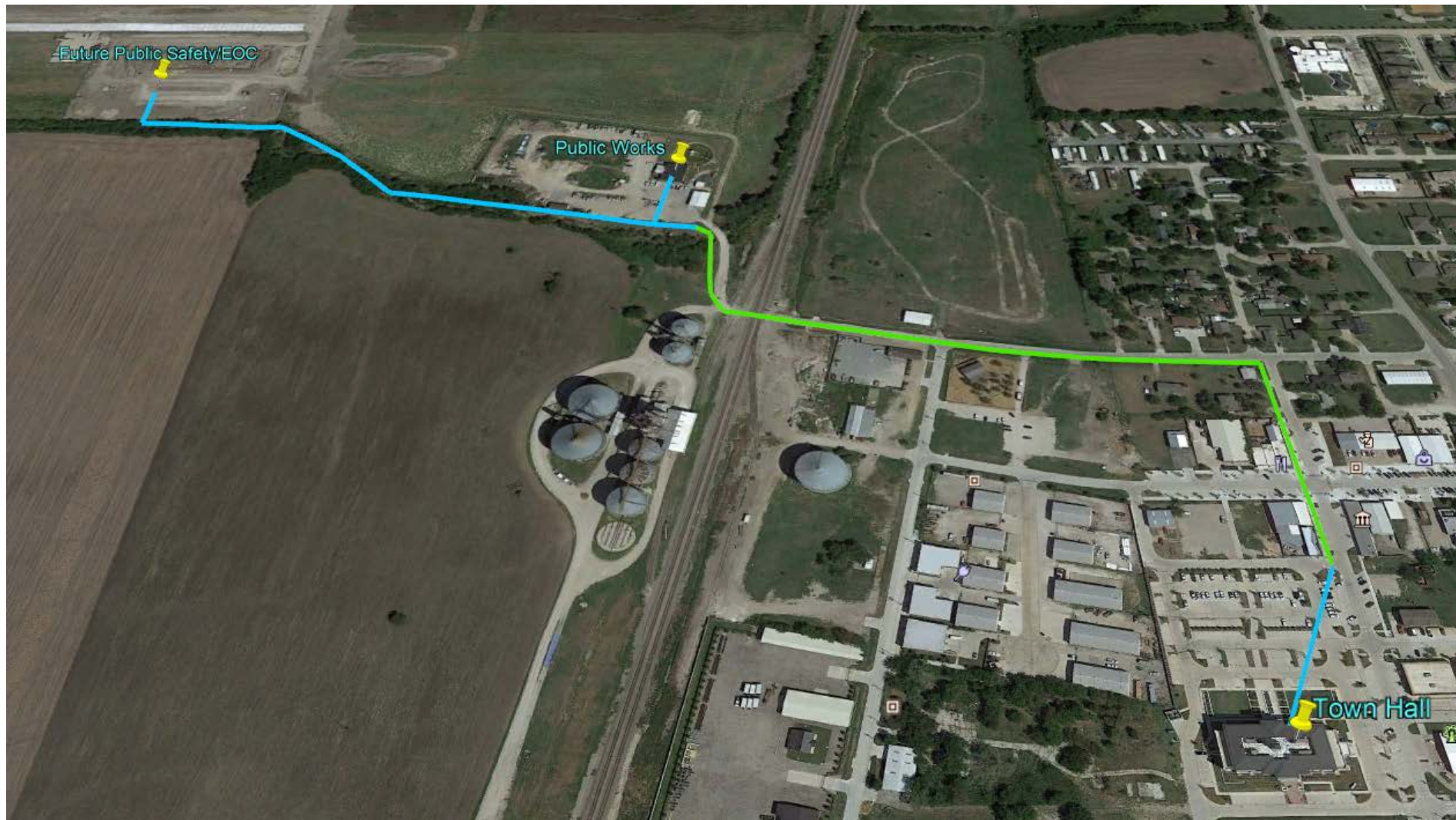
- D. All work shall conform to the latest edition of the National Electric Code, the current Building Code and all local codes and ordinances as applicable. ANSI/TIA/EIA 568A and ANSI/TIA/EIA 569 shall be adhered to during all installation activities.
  - E. Methodologies endorsed by the latest edition of the BISC Telecommunications Distribution Methods Manual shall also be used during installation activities. Should conflicts exist between referenced publications; the Town and the Town's Consultant(s) will have the responsibility for making interpretation.
  - F. Successful respondent is required to furnish written documentation of the number of pounds of pulling tension that was applied to each cable reel during installation of replacement spans. Documentation shall include date, location, reel number, type of pull, equipment used, and maximum pounds tension applied to the cable or strand.
14. **SIGNAGE AND BARRICADES:** All construction work on Town or State Right-of-Way will require that proper signage and barricades be used to protect the work sites. All locations will utilize the authorized signage established by either the Texas Department of Transportation or the Town.
15. **SITE MAINTENANCE:** All finished equipment installations are to be left in a neat and orderly condition. Only tools designed for each special task shall be used during the installation and alignment of the network components. Minimal disruption of landscaping will be required at all locations during the installation. Successful respondents are required to pay all costs associated with repairing any damage or returning all land to its original condition before construction began.
16. **UNDERGROUND FIBER OPTIC CABLE INSTALLATION:** Specific requirements for underground fiber optic cable shall include but are not limited to the following. Successful respondent shall:
- A. Verify that the sequence of installation provides that no cable trench be left open overnight. The Successful respondent must not trench more in one day than can be placed and backfilled in the same day. Trenching operations must be scheduled in order that no trenching equipment or successful respondent vehicles are left on site overnight.
  - B. Verify that all underground cable is installed in 4" PVC conduit, filled with corrugated innerduct or MaxCell. A metallic cable is to be pulled through the conduit, not in the innerduct, and grounded at each end to allow future location of the cable and conduit.
  - C. Assure the minimum depth of the conduit shall be 36 inches from the finished grade. A detectable orange fiber optic cable warning tape shall be placed approximately 18 inches above the conduit in the same trench. When a trench is in asphalt, successful respondent

shall backfill the trench with 2500 PSI concrete up to 2 inches from the surface. All bores shall maintain the minimum depth of 36 inches from the finished grade.

- D. Terminate underground PVC conduit at a pole, extend the conduit 4" above ground level and locate conduit 90 degrees away from any power or other utility including pole ground wire.
  - E. Verify all vacant conduits or innerducts shall be installed with one 1200 lb pull tape in place and be accessible at each end for pulling future cable.
  - F. Pump out water and clean out all manholes in which work is conducted;
  - G. Verify any manholes or pulling vaults required for long pulls of cable shall be situated so that the maximum pulling tension for the cable will not be exceeded on any run.
  - H. Verify slack points, consisting of 100 feet of fiber optic cable properly looped and bound in accordance with industry standards, are placed approximately every 1500 feet in the nearest manhole.
  - I. Verify proper precautions are taken during the placement of the conduit and cable. If any obstruction or lack of proper path is encountered during the planning of the installation which will not allow continuation of the placement along the designated route, alternate routing of the fiber optic cable must be obtained.
  - J. Verify all underground fiber optic cable systems are identified with the use of industry standard identifiers including but not limited to marker poles, "Warning: Buried Fiber Optic Cable" signage, "Call Before You Dig" signage, etc. adequately spaced. Verify with the Town prior to installation.
    - 1) Assure that underground construction on State of Texas Right-of-Way must comply with the following additional specifications:
    - 2) All driveways and/or street crossings will be bored.
    - 3) All trees within the construction limits will need to be bored from drip line to drip line.
    - 4) Any TxDOT signs removed due to fiber installation will be replaced immediately. They will be placed according to TxDOT standards with concrete footings and break-away posts.
17. **CLEAN-UP:** Successful respondent shall keep the site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the installation.

- A. Upon completion of the work and before acceptance and final payment will be made, the successful respondent shall clean and remove from the site(s), all surplus and discarded materials, temporary structures and debris of every kind as a result of the installation. The site(s) shall be left in a neat and orderly condition at least equal to that which originally existed. Surplus and waste materials removed from the site shall be disposed of in accordance with applicable laws and regulations.

EXHIBIT A



Green = Contractor provided conduit  
Blue = Town provided conduit





## 2020-39-B Addendum 2

### TDC2, LLC

### Supplier Response

#### Event Information

Number: 2020-39-B Addendum 2  
 Title: Underground Fiber Optic Cable Installation  
 Type: Competitive Sealed Proposals  
 Issue Date: 1/21/2020  
 Deadline: 2/21/2020 02:00 PM (CT)  
 Notes: The Town of Prosper is accepting competitive sealed proposals for **CSP NO. 2020-39-B UNDERGROUND FIBER OPTIC CABLE INSTALLATION**. Proposals will be accepted online through IonWave.net, the Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078 until **2:00 P.M. on Friday, February 7, 2020**. Any proposals received after this time will not be accepted, and will be returned unopened. Proposals will be publicly opened and read aloud in the Finance Conference Room, located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078, immediately following the proposal deadline.

The Project consists of furnishing all route engineering, design, permitting, and as-built documentation, as well as construction, including underground boring, integration, installation, and commissioning necessary for the installation of fiber optic network cabling from 801 Safety Way, to 250 W. First St. and from 601 W. Fifth St. to 250 W. First St.

Please review the entire CSP document for further information and instructions for submitting

Please complete and submit the Planholder Registration Form to be placed on the Official Planholder List.

Attachment 2

*Item No. 12.*

## Contact Information

Contact: January Cook Purchasing Manager

Address: Purchasing

Town Hall

3rd Floor

250 W. First St.

P.O. Box 307

Prosper, TX 75078

Phone: (972) 569-1018

Email: [january\\_cook@prospertx.gov](mailto:january_cook@prospertx.gov)

## TDC2, LLC Information

Contact: Scott Mackinaw  
Address: 634 N BALLARD AVE  
WYLIE, TX 75098  
Phone: (972) 423-9080  
Fax: (972) 442-7087  
Email: smackinaw@tdc2.com

Attachment 2

Item No. 12.

By submitting your response, you certify that you are authorized to represent and bind your company.

Scott Mackinaw  
*Signature*

smackinaw@tdc2.com  
*Email*

Submitted at 2/14/2020 1:26:40 PM

## Requested Attachments

- Attachment A1** Attachment A1 - TDC2 Experience with Similar Projects 2-14-20.docx  
Contractor and Subcontractor Experience with Similar Projects
- Attachment A2** Attachment A2 - Qualifications of Key Personnel.docx  
Qualifications of Key Personnel Assigned to Project
- Attachment A3** Attachment A3 - CIP References Worksheet - TDC2 Response.pdf  
References Worksheet
- Attachment B** Attachment B - Maintenance & Support Costs - TDC2 Response 2-14-20.xlsx  
Description and All Associated Fees for Maintenance and Support Services
- Attachment C** Attachment C - Town of Prosper Project Timeline 2-14-20.pdf  
Project Timeline
- Attachment D** Attachment D - Town of Prosper Warranty Information - TDC2 Response.pdf  
Warranty Information
- Attachment E** Attachment E - TDC2 Insurance Certificate.pdf  
Insurance Certificate
- Conflict of Interest Form (optional)** Conflict of Interest Questionnaire - TDC2 Response 2-14-20.pdf  
If Applicable
- Out of State Contractor Compliance Form** No response  
If Applicable
- Bid Bond** TDC2 Bid Bond for Town of Prosper CSP# 2020-39-B.pdf

## Bid Attributes

### 1 Bid Proposal Condition No. 1

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

I Agree

Item No. 12.

**2 Bid Proposal Condition No. 2**

Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instruction including without limitation those terms and conditions dealing with the disposition of Bid guaranty. This Bid will remain in subject to acceptance for 90 calendar days after the day of opening Bids. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Contract Documents within ten (10) calendar days after the date of Owner's Notice of Award.

Agree

**3 Bid Proposal Condition No. 3**

The right is reserved, as the interest of the Owner may require, to reject any and all Bids and to waive any informality in the Bids received.

Agree

**4 Bid Proposal Condition No. 4**

Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

Agree

**5 Bid Proposal Condition No. 5**

Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies that pertain to the subsurface or physical conditions at the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

Agree

**6 Bid Proposal Condition No. 6**

Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by the Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

Agree

**7 Bid Proposal Condition No. 7**

Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

Agree

**8 Bid Proposal Condition No. 8**

Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered, if any, in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.

Agree

**9 Bid Proposal Condition No. 9**

Item No. 12.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

I Agree

**10 Bid Proposal Condition No. 10**

Bidder will substantially complete the Work for the price(s) shown in the schedule of bid items and within the number of days proposed based on date of Notice to Proceed.

I Agree

**11 Bid Proposal Condition No. 11**

Bidder hereby agrees to commence work within ten (10) days after the date written notice to proceed shall have been given to him, and to substantially complete the work on which he has bid within the number of days proposed as part of this Proposal. Within 30 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment. All such time restrictions are subject to such extensions of time as are provided by the General Provisions and Special Conditions.

I Agree

**12 Bid Proposal Condition No. 12**

Bidder agrees that the implementation of the Owner's right to delete any portion of the improvements shall not be considered as waiving or invalidating any conditions or provisions of the contract or bonds. Bidder shall perform the Work as altered and no allowances shall be made for anticipated profits.

I Agree

**13 Bid Proposal Condition No. 13**

Since the Work on this Project is being performed for a governmental body and function, the Owner will issue to the Contractor a certificate of exemption for payment for the State Sales TAX on materials incorporated into this Project if requested.

I Agree

**14 Bid Proposal Condition No. 14**

In the event of the award of a contract, vendor will furnish a Performance Bond for 115% of the contract amount, and a Payment Bond for 100% of the contract amount, to secure proper compliance with the terms and provisions of the contract with sureties offered by **surety company named in the space provided**, to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract. **In addition, the undersigned will furnish a Maintenance Bond for 100% of the contract amount covering defects of material and workmanship for two calendar years following the Owner's approval and acceptance of the construction.**

I Agree

**15 Bid Proposal Condition No. 15**

The work, proposed to be done, shall be accepted when fully completed in accordance with the plans and specifications, to the satisfaction of the Engineer and the Owner.

I Agree

|        |   |              |
|--------|---|--------------|
| 1<br>6 | <b>Bid Proposal Condition No. 16</b><br>The vendor submitting this Bid certifies that the bid prices contained in this Bid have been carefully examined and submitted as correct and final. | Item No. 12. |
|        | <input type="text" value="I Agree"/>  |              |

|        |  |
|--------|--|
| 1<br>7 | <b>Base Bid</b><br>Cost of Materials (grand total for all locations) |
|        | <input type="text" value="\$16222.60"/>                              |

|        |  |
|--------|--|
| 1<br>8 | <b>Base Bid</b><br>Cost of Labor, Profit, etc. (grand total for all locations) |
|        | <input type="text" value="\$56497"/>   |

|        |  |
|--------|--|
| 1<br>9 | <b>Addendum No. 1</b><br>Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) |
|        | <input type="text" value="Acknowledged"/>  |

|        |  |
|--------|--|
| 2<br>0 | <b>Addendum No. 2</b><br>Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) |
|        | <input type="text" value="Acknowledged"/>  |

|        |  |
|--------|--|
| 2<br>1 | <b>Addendum No. 3</b><br>Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) |
|        | <input type="text" value="No response"/>   |

|        |  |
|--------|--|
| 2<br>2 | <b>Addendum No. 4</b><br>Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) |
|        | <input type="text" value="No response"/>   |

|        |  |
|--------|--|
| 2<br>3 | <b>Addendum No. 5</b><br>Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) |
|        | <input type="text" value="No response"/>   |

|        |   |
|--------|---|
| 2<br>4 | <b>Subcontractor 1 - Name</b><br>Each Bidder shall include a list of proposed subcontractors, the type of work to be completed by each such subcontractor and the approximate percentage of contract labor to be completed by each subcontractor. If complete listing of subcontracts totals more than five, please attach such additional pages as may be required. Owner reserves the right to accept or reject any subcontracts and/or amount subcontracted that it deems to be objectionable. |
|        | <input type="text" value="No response"/>  |

|        |  |
|--------|--|
| 2<br>5 | <b>Subcontractor 1 - Type of Work</b>    |
|        | <input type="text" value="No response"/> |

|        |  |
|--------|--|
| 2<br>6 | <b>Subcontractor 1 - % of Work</b>       |
|        | <input type="text" value="No response"/> |

|        |  |
|--------|--|
| 2<br>7 | <b>Subcontractor 2 - Name</b>            |
|        | <input type="text" value="No response"/> |

|        |                                       |  |
|--------|---------------------------------------|--|
| 2<br>8 | <b>Subcontractor 2 - Type of Work</b> |  |
|        | <i>No response</i>                    |  |

|        |                                    |  |
|--------|------------------------------------|--|
| 2<br>9 | <b>Subcontractor 2 - % of Work</b> |  |
|        | <i>No response</i>                 |  |

|        |                               |  |
|--------|-------------------------------|--|
| 3<br>0 | <b>Subcontractor 3 - Name</b> |  |
|        | <i>No response</i>            |  |

|        |                                       |  |
|--------|---------------------------------------|--|
| 3<br>1 | <b>Subcontractor 3 - Type of Work</b> |  |
|        | <i>No response</i>                    |  |

|        |                                    |  |
|--------|------------------------------------|--|
| 3<br>2 | <b>Subcontractor 3 - % of Work</b> |  |
|        | <i>No response</i>                 |  |

|        |                               |  |
|--------|-------------------------------|--|
| 3<br>3 | <b>Subcontractor 4 - Name</b> |  |
|        | <i>No response</i>            |  |

|        |                                       |  |
|--------|---------------------------------------|--|
| 3<br>4 | <b>Subcontractor 4 - Type of Work</b> |  |
|        | <i>No response</i>                    |  |

|        |                                    |  |
|--------|------------------------------------|--|
| 3<br>5 | <b>Subcontractor 4 - % of Work</b> |  |
|        | <i>No response</i>                 |  |

|        |                               |  |
|--------|-------------------------------|--|
| 3<br>6 | <b>Subcontractor 5 - Name</b> |  |
|        | <i>No response</i>            |  |

|        |                                       |  |
|--------|---------------------------------------|--|
| 3<br>7 | <b>Subcontractor 5 - Type of Work</b> |  |
|        | <i>No response</i>                    |  |

|        |                                    |  |
|--------|------------------------------------|--|
| 3<br>8 | <b>Subcontractor 5 - % of Work</b> |  |
|        | <i>No response</i>                 |  |

|        |  |  |
|--------|--|--|
| 3<br>9 | <b>Supplier 1 - Name</b>   |  |
|        | Each Bidder shall include a list of proposed suppliers of major materials and equipment to be furnished and installed in connection with this Bid. If complete listing of suppliers totals more than five, please attach such additional pages as may be required. |  |
|        | <i>No response</i>   |  |

|        |  |  |
|--------|--|--|
| 4<br>0 | <b>Supplier 1 - Type of Material/Equipment</b>   |  |
|        | Fiber, PVC Conduit, Innerduct, Splice Enclosures, Splicing material, Fiber Marker Post, Toner Wire, Misc couplers and hardware, hand holes |  |

|        |                          |  |
|--------|--------------------------|--|
| 4<br>1 | <b>Supplier 2 - Name</b> |  |
|        | Wesco Utility            |  |

|        |  |              |                     |
|--------|--|--------------|---------------------|
| 4<br>2 | <b>Supplier 2 - Type of Material/Equipment</b> | Attachment 2 | <b>Item No. 12.</b> |
|        | No response                                    |              |                     |
| 4<br>3 | <b>Supplier 3 - Name</b>                       |              |                     |
|        | No response                                    |              |                     |
| 4<br>4 | <b>Supplier 3 - Type of Material/Equipment</b> |              |                     |
|        | No response                                    |              |                     |
| 4<br>5 | <b>Supplier 4 - Name</b>                       |              |                     |
|        | No response                                    |              |                     |
| 4<br>6 | <b>Supplier 4 - Type of Material/Equipment</b> |              |                     |
|        | No response                                    |              |                     |
| 4<br>7 | <b>Supplier 5 - Name</b>                       |              |                     |
|        | No response                                    |              |                     |
| 4<br>8 | <b>Supplier 5 - Type of Material/Equipment</b> |              |                     |
|        | No response                                    |              |                     |

## Bid Lines

|   |   |                        |                    |   |  |
|---|---|------------------------|--------------------|---|--|
| 1 | Base Proposal: Lump sum fee for construction, complete and in place.      | Quantity: <u>  1  </u> | UOM: <u>  LS  </u> | Unit Price: <input type="text" value="\$72,719.60"/>  | Total: <input type="text" value="\$72,719.60"/>  |
| 2 | Alternate Proposal: Lump sum fee for construction, complete and in place. | Quantity: <u>  1  </u> | UOM: <u>  LS  </u> | Unit Price: <input type="text" value="\$135,652.28"/> | Total: <input type="text" value="\$135,652.28"/> |
| 3 | <b><i>Line deleted as part of an Addendum</i></b>                         |                        |                    |   |  |

**Response Total: \$208,371.88**





**Town of Prosper**

**CSP NO. 2020-39-B UNDERGROUND FIBER OPTIC CABLE INSTALLATION**

**Experience with Similar Projects**

**February 14, 2019**

**Prepared by:**

**TDC2, LLC**

**634 N. Ballard Ave**

**Wylie, TX 75098**

UNDERGROUND FIBER OPTIC CABLE INSTALLATION  
Experience with Similar Projects

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**UNDERGROUND FIBER OPTIC CABLE INSTALLATION  
Experience with Similar Projects****Introduction**

TDC2, LLC (TDC2), formerly TDC Design, LLC is a Wylie, Texas based Consulting, Project Management, Engineering and Outside Plant Construction firm with unmatched expertise and experience in the Telecommunications Industry. TDC2 is a leader in the Outside Plant Fiber Optic Telecommunications Design Field providing: Field Survey, CADD, Feasibility Studies, Long-Haul Fiber Design, Local & Last-Mile Fiber Route Design, Right-of-Way / Permitting, Site Acquisition, Small Cell Site Design, Project Management, Inspection, Professional Engineering Review & Certification, as well as, Full-Service Aerial, Buried & Underground OSP Construction services. We also offer an extensive variety of staffing for wireline & wireless equipment installation, commissioning, and integration. TDC2 was founded with the vision of providing high quality and cost-effective alternatives to our client base to offset the cost and complexity of maintaining their own extensive in-house engineering, equipment installation, and project management staff.

**Services**

A summary of TDC2 services is listed below:

- **Program / Project Management**
- **Preparation of Loan, Grant and Funding Support Applications**
- **Outside Plant Design, Engineering, Planning & Permitting**
- **Field Staking, Public and Private Right-of-Way, Easements, and Permitting.**
- **Environmental Studies & Compliance**
- **Computer Aided Design & Drafting (CADD)**
- **Business-As-Usual Engineering**
- **OSP Construction**
- **OSP Field Inspection, Testing and Reporting**
- **TDC2 Design-Build Option**

UNDERGROUND FIBER OPTIC CABLE INSTALLATION  
Experience with Similar Projects

**Examples of Similar Projects**

TDC2 provides a full range of services associated with the Engineering and OSP Construction of Broadband Networks and has an experienced staff with specific backgrounds and experience directly applicable to successful completion of a wide variety of projects. Please find below examples of similar projects documenting relevant experience including project scope, responsibilities and budget. These projects typically include Project Management, Engineering Design, CADD Construction & Permit Drawings, Jurisdictional Permitting and Coordination, as well as, Aerial and Underground OSP Fiber Construction and Inspection services.

**Last Mile, Long Haul Fiber**

- **Verizon Business:** Annual Budget Year Fiber Network Expansions
  - **Responsibilities:** TDC2 has completed hundreds of Outside Plant Projects in Arkansas, Louisiana, Oklahoma & Texas for Verizon Business. These include Design, OSP Construction and Design-Build combination projects ranging from \$10K - \$1.1M. TDC2 has relocated existing plant and constructed numerous new Last Mile and Long Haul networks as part of annual budget year expansions for Verizon Business. This work is inclusive of Engineering Design, Field Staking, CADD Construction & Permit Drawings, Public & Private Right-of-Way Permitting and Coordination, Aerial and Underground OSP Construction & Inspection of Fiber Optic Networks and Building Entrances.
  - **Project Cost:** In 2018, TDC2 performed ~\$2.67M of projects for Verizon Business and TDC2 has completed ~\$1M of projects thus far in 2019

UNDERGROUND FIBER OPTIC CABLE INSTALLATION  
Experience with Similar Projects

- **Fiberlight:** Last Mile & Long Haul Fiber Network Expansions
  - **Responsibilities:** TDC2 has completed numerous OSP Construction Projects in Texas for Fiberlight. TDC2 has relocated existing plant and built new Last Mile and Long Haul fiber Networks. This work is inclusive of Engineering Design, Field Staking, CADD Construction & Permit Drawings, Public & Private Permitting and Coordination, Site Acquisition, OSP Construction, and Inspection of Fiber Optic Networks and Building Entrances.
  - **Project Cost:** Projects ranging from \$10K to \$3.1M
  
- **Sprint:** Relocation of Fiber Optic network facilities along the 23-Mile TEX RAIL Expansion of the railway throughout Fort Worth, North Richland Hills, Colleyville and Grapevine Texas. This project was in association with the Fort Worth Transit Authority and multiple telecommunications carriers including Sprint, and CenturyLink (Level 3 Communications). Sprint was the lead on the project and TDC2 coordinated information flow and activities with the other carriers on Sprint's behalf.
  - **Responsibilities:** TDC2 provided Design Engineering Services, Field Engineering, CADD Construction Drawings, Coordination of Plan, Profile, Permit Drawings & Applications with relevant authorities, Construction Management & Onsite Inspection, Daily, Weekly and Milestone based progress & status reporting.
  - **Project Cost:** \$83,514

UNDERGROUND FIBER OPTIC CABLE INSTALLATION  
Experience with Similar Projects

- **CenturyLink (Level 3 Communications) - Annual Budget Year Fiber Network Expansions**
  - **Responsibilities:** TDC2 has completed over 500 individual Outside Plant Engineering, Design and OSP Construction Projects in Arizona, Arkansas, Florida, Georgia, Illinois, Kentucky, Louisiana, Mississippi, Missouri, New Mexico, North Carolina, Oklahoma, South Carolina, Tennessee and Texas, as part of annual budget year expansions of Last Mile and Long Haul fiber networks for CenturyLink (Level 3 Communications). TDC2 also performs emergency restorative and other miscellaneous services. These projects included Engineering, Design, OSP Construction, as well as, Design-Build combination projects, individually ranging from \$10K - \$2.7M.
  - **Project Cost:** In 2016, TDC2, LLC performed approximately \$5.4M of Fiber Optic Network Projects for CenturyLink (Level 3). In 2017, TDC2 performed over \$8.9M of Projects including Long Haul Fiber Network builds from Nashville, TN to Louisville, KY (~230 Miles), Kansas City, MO to St Louis, MO (~300 Miles), Atlanta, GA to Charlotte, NC (245 miles), and spans between St Louis, MO and Chicago, IL (~238 Miles), and Houston, TX to New Orleans, LA (~250 Miles), along with numerous additional Local Link, Business Link, and Last Mile Fiber Network Expansions.

In 2018, TDC2 completed ~\$4.3M OSP Construction projects on Last Mile and Long Haul fiber network builds including projects from Milton, FL to Tallahassee, FL (~210 Miles), Dallas, TX to Houston, TX (~239 miles) and from Houston, TX to San Antonio, TX (~200 miles), along with many other diverse projects throughout Texas and other Gulf Coast markets.

Thus far in 2019, TDC2 is currently in process with ~\$7.8M of fiber optic network expansions inclusive of multiple spans of OSP Construction between El Paso, TX and Phoenix, AZ (~238 miles). TDC2 is also building a 12-mile, ~\$2.2M expansion in Midland, Texas and a large variety of Local Link, Business Link and Last Mile Fiber Expansions in various markets.

UNDERGROUND FIBER OPTIC CABLE INSTALLATION  
Experience with Similar Projects

- **Millennium Utility Consultants:** Long Haul Fiber Jurisdictional Permitting
  - **Responsibilities:** CADD Plans, Profiles, Construction Drawings & Jurisdictional Permitting for ~768 miles of Level 3 Long Haul Fiber Routes from Nashville, TN to Louisville, KY, Kansas City, MO to St Louis, MO and St Louis, MO to Chicago, IL. Project resulted in 226 City, County and DOT Right of Way Permits, 50 Traffic Control Permits and 133 Atypical Traffic Control Permits. This project also required extensive work and coordination with the Illinois Department of Natural Resources and Biologists from the University of Illinois associated with the creation and approval of an Incidental Take Permit for the Franklins Ground Squirrel, a Federal and State registered protected wildlife species.
  - **Project Cost:** \$126,017
  
- **NTS Communications:** Abilene, Texas Smart Build
  - **Responsibilities:** Full service Engineering and OSP construction of a ~44 mile Smart Build project deployed to serve small and medium business with a Fiber to the Premise solution. The work was inclusive of Design, Field Staking, CADD Construction & Permit Drawings, Public & Private Right-of-Way Permitting, OSP Construction, and Inspection of Construction for Fiber Optic Cable Plant and Fiber Optic Drops. Also included were services for Site Acquisition, Site Preparation and Installation of Active and Passive Network Huts and Cabinets, Inspection of Wireline Customer Premise Equipment and Inside Home Wiring.
  - **Project Cost:** ~\$1,3M

UNDERGROUND FIBER OPTIC CABLE INSTALLATION  
Experience with Similar Projects

- **NTS Communications** : Amarillo, Texas Smart Build
  - **Responsibilities:** Full service Engineering and OSP Construction of a ~37 mile Smart Build project deployed to serve small and medium business with a Fiber to the Premise solution. The work was inclusive of Design, Field Staking, CADD Construction & Permit Drawings, Public & Private Right-of-Way Permitting, OSP Construction, and Inspection of Construction for Fiber Optic Cable Plant and Fiber Optic Drops. Also included were services for Site Acquisition, Site Preparation and Installation of Active and Passive Network Huts and Cabinets, Inspection of Wireline Customer Premise Equipment and Inside Home Wiring.
  - **Project Cost:** ~\$1M



UNDERGROUND FIBER OPTIC CABLE INSTALLATION  
Experience with Similar Projects**Fiber to the Premise**

- **Wide Open Networks Inc.: Fiber to the Premise Overbuild of the Town of Highlands, NC**
  - **Responsibilities:** TDC2 provided Engineering Design services for a ~55-mile Aerial ADSS OSP Fiber to the Premise, 100% overbuild, of the Town of Highlands, NC. This project consisted of the creation of a KMZ Fiber Route Design, Engineering Cost Estimates and Budget for an Aerial ADDS FTTP Overbuild of the Town of Highlands, NC to pass 100% of all residential, business and other service points within the Town limits. TDC2 was also responsible for Field Survey, Make-Ready Assessment, CADD Construction Drawings, preparation of an OSP Construction Contract/RFP/Bid package, Qualification of Bidders, management of a formal bid process, analyzation and recommendation of bids, and oversight of contract execution for the project. TDC2 is currently in process with contract management and Field Inspection of OSP Construction of this project.
  - **Project Cost:** \$592,600
  
- **Hargray Communications: Sun City & Hilton Head Island South Carolina Fiber to the Premise Expansion.**
  - **Responsibilities:** TDC2 performed OSP Route Optimization Engineering and OSP Underground Fiber Optic Construction services to expand Hargray's GPON Fiber-to-the-Premise network in the South Carolina communities of Sun City, Hilton Head Plantation, Sea Pines Plantation, and Palmetto Dunes Plantation. TDC2's responsibilities included Directional Bore of Conduit, Placement of Fiber Optic Cable, as well as, Placement of MST's, hand holes, pedestals, fiber splicing, and testing for 50+ miles of new construction with over 3,000 fiber splices. This network expansion provided high speed broadband access to over 15,000 households.
  - **Project Cost:** \$2.3M

**UNDERGROUND FIBER OPTIC CABLE INSTALLATION**  
Experience with Similar Projects

- **PRIDE Network, Inc. - ARRA Broadband Stimulus FTTH Expansion – Northshore, LA**
  - **Responsibilities:** Full Service Engineering and OSP construction. Full implementation of an ARRA Broadband Stimulus Project approved to fund the construction of a combination fiber transport, FTTP (GPON & Active Ethernet) and wireless broadband network consisting of 348 miles of fiber and fixed wireless infrastructure covering 8 Communities (Amite, Franklinton, Independence, Montpelier, Tickfaw, Natalbany, Hammond, and Ponchatoula) across 3 Parishes (St. Helena, Tangipahoa, and Washington) of Louisiana. The network passed ~23,000 un-served and under-served subscribers in the rural communities on the North Shore of Lake Pontchartrain in Louisiana. As well as 200+ Critical Care Facilities, including; Schools – 39; Community Colleges – 2; Universities- 1; Libraries – 5; Medical & Health Care Providers- 99; Public Safety Entities- 32; Public Housing- 3; Government Facilities-27

The work was inclusive of Engineering Design, Field Staking, CADD, Public & Private Right-of-Way Permitting, and Inspection of the OSP Construction of Fiber Optic cable plant and Fiber Optic drops. Also included Site Acquisition, Site preparation and Installation of Active and Passive Network Huts and Cabinets, Inspection of Wireline and Wireless Customer Premise Equipment and Inside Home Wiring, as well as, Acquisition of 8 commercial tower sites and negotiation of associated tower site leases.

- **Project Cost:** ~\$7.9M

UNDERGROUND FIBER OPTIC CABLE INSTALLATION  
Experience with Similar Projects**Small Cell Site Nodes, Power & Power**

- **ExteNet Systems:** Small Cell Node, Power & Fiber Engineering Services (North TX & South TX Markets)
  - **Responsibilities:** TDC2, LLC is currently engaged under a Master Services Agreement with ExteNet Systems for the performance of Engineering Design, CADD Construction & Permit Drawings, and Jurisdictional Permitting Services associated with ExteNet Systems' Small Cell Cluster Installation Project in multiple markets throughout Texas for major nationwide wireless carriers such as Sprint, T-Mobile & Verizon. TDC2 services include Aerial & Underground Fiber Route Analysis, Field Engineering & Survey, Power & Fiber Route Verification, Make Ready Assessment & Engineering, Pole Loading & Structural analysis, Licensed Professional Engineer stamp, Strand Mapping, CADD Construction & Permit Drawings, Jurisdictional Permitting and Authorizations,. TDC2 is also responsible for Node Pole Candidate Survey, Node Pole Attachment Application, Electric Power Utility Coordination, Weekly Reporting, Overall Project Management and As-Built OSP Construction Drawing updates.
  - **Project Cost:** ~\$3M

UNDERGROUND FIBER OPTIC CABLE INSTALLATION  
Experience with Similar Projects

- **AnSCO & Associated, LLC (AnSCO):** Houston Market Small Cell Expansion
  - **Responsibilities:** Turnkey Small Cell Power Design Engineering, Power Walk, Power Utility Application & Coordination, CADD Construction & Permit Drawings, Multi-Jurisdictional ROW & Electrical Permitting, OSP Underground Construction, and Electrical Installation and Termination of Underground Duct, Pole Risers and Weather-heads, Power Cable, Power Pedestals, Power Disconnects, and Power Meter Base for approximately 821 AT&T Small Cell Site Nodes. The work is inclusive of the following tasks:
    - Power Identification – Work with CenterPoint Energy and other Electric Utility and Retail Power Providers to conduct Power Walks to identify the nearest and most appropriate power source to serve numerous Small Cell Wireless sites for AnSCO on behalf of AT&T.
    - Power Application – Establish ESID’s and E911 addresses for meter and node pole locations and prepare and submit Power Applications to the appropriate Utility to obtain approval of the selected Power Source along with any necessary Make-Ready to establish service.
    - Power Design - Upon approval of the Power Application, TDC2 is also responsible to prepare the Power Design for the Underground Conduit route, Above-ground risers, Power Pedestals, Power Disconnects and Power Meter Bases, as necessary, to connect the approved Power Source and the Small Cell Node Pole at each site.
    - Jurisdictional & Electrical Permitting – TDC2 will also prepare CADD Construction & Permit Drawings, as well as, Perform Jurisdictional Right of Way and Electrical Permitting and Coordination with all relevant jurisdictional authorities, such as; TXDOT, City of Houston, Harris County, Fort Bend County, etc.
    - OSP Power Construction – TDC2 will then construct OSP Underground Conduit routes between the approved Power Source and the Small Cell Site Node Pole, Above-ground Risers, Power Pedestals, Power Disconnects and Power Meter Base Hardware, and Install Power Wiring and have a local licensed Electrician Terminate the power wiring as per the relevant NESC, Power Utility Company, City, County and DOT specifications, standards and requirements.

UNDERGROUND FIBER OPTIC CABLE INSTALLATION  
Experience with Similar Projects

- **Project Cost:** In 2018, TDC2 performed ~\$352,400 in Engineering Services and ~\$1.63M in OSP Construction Services for AnSCO. Thus far in 2019, TDC2 has performed ~\$1.2M of Engineering Services and ~\$983,000 in OSP Construction services for AnSCO.
- **Crown Castle:** Small Cell Site Node, Power & Fiber Design-Build
  - **Responsibilities:** TDC2 Completed Multiple Small Cell Site Node, Power & Fiber Design-Build projects, and is in process with many additional projects, for Crown Castle associated with their network build-outs on behalf of large wireless carriers in the Houston Texas and El Paso Texas markets. These projects included walk-outs of the desired service areas with client and carrier representatives and RF Engineers, Node Candidate Site Selection, Node Pole Engineering & Design, 1A/2C Reports, Photo Sims, Power Walk, Power Application & Coordination, Engineering Design and Cost Optimization of Aerial and Underground OSP Fiber and Power Routes, Service Entrance Design for Hub Locations, Field Staking & Surveys of Aerial & Underground Fiber & Power Routes, Manhole/Duct Validation, CADD Construction & Permit Drawings, Jurisdictional Permitting and Coordination with all local authorities (i.e. City, County, DOT, etc.), and OSP Construction of 200+ miles of Fiber Optic Network expansions to serve hundreds of Small Cell Sites. Also inclusive of OSP Field Staking & Survey, O-Calc Pole Loading Analysis and Engineering Authorizations Reports for several thousand poles in association with Pole Attachment Permitting with CenterPoint Energy in Houston and El Paso Power in El Paso.

An example is the downtown high complexity project named Discover Green with 8 Small Cell Site Nodes & 5,416 feet of OSP Underground Fiber and Power Construction (3,086 feet new, 2,330 feet in existing duct).

- **Project Cost:** In 2016, TDC2 performed over \$740,000 of work for Crown Castle in preparation for the upcoming 2017 Super Bowl. In 2017, TDC2 performed ~\$454,430 of Small Cell Fiber and Power projects for Crown Castle in the Houston market. In 2018, TDC2 performed \$158,275 of Engineering and Jurisdictional Permitting services for ~80 Small Cell Site Nodes in El Paso, Texas. Thus far in 2019, TDC2 is continuing to provide Small Cell Site Node, Power & Fiber Engineering Design, CADD Construction & Permit Drawings,

UNDERGROUND FIBER OPTIC CABLE INSTALLATION  
Experience with Similar Projects

Jurisdictional Permitting, Pole Loading Analysis, Engineering Authorization Reports and As-Builts for additional nodes throughout the El Paso Market.

- **Verizon Wireless** – Houston Market – Small Cell Power Engineering
  - **Responsibilities:** TDC2 is responsible to deliver Turnkey Power Solutions for Verizon Small Cell Wireless Sites in the Houston Texas Market. These services include; Design Engineering, Field Staking & Survey, Make Ready Assessment, Power Walk, Power Application, Power Coordination, CADD Construction and Permit Drawings, and Multi-Jurisdictional ROW Permitting for approximately 835 Verizon Small Cell Site Nodes. The work is inclusive of the following tasks:
    - Power Identification – Work with CenterPoint Energy and other Electric Utility and Retail Power Providers to conduct Power Walks to identify the nearest and most appropriate power source to serve a large number of Small Cell Wireless sites.
    - Power Application – Establish ESID’s and E911 addresses where necessary for meter and node pole locations and prepare and submit Power Applications to the appropriate Utility to obtain approval of the selected Power Source along with any necessary Make-Ready to establish service.
    - Power Design - Upon approval of the Power Application, TDC2 is also responsible to prepare the Power Design for the Underground Conduit routes, Above-ground risers, Power Disconnects, Power Pedestals, Power Meter Base Equipment, as necessary to connect the approved Power Source and the Small Cell Node Pole at each site.
    - Jurisdictional Permitting – TDC2 will also prepare CADD Construction & Permit Drawings, as well as, Perform Jurisdictional Right of Way Permitting and Coordination with all relevant jurisdictional authorities, such as; TXDOT, City of Houston, Harris County, Fort Bend County, etc.
  - **Project Cost:** In 2018, TDC2 performed ~\$180,000 in Engineering Services for Verizon Wireless. Thus far in 2019, TDC2 has performed ~\$1.85M of Engineering Services for Verizon Wireless.

UNDERGROUND FIBER OPTIC CABLE INSTALLATION  
Experience with Similar Projects

- **Mobilitie** – Texas Market Small Cell Expansion
  - **Responsibilities:** TDC2 is responsible to deliver Turnkey Power Solutions for Small Cell Wireless Sites. These services include Small Cell Power Site Design Engineering, Field Staking & Survey, Make-Ready Assessment, Power Walk, Power Application and Coordination for approximately 140 Small Cell Site Nodes located in many markets (i.e. Austin, College Station, DFW, Houston, San Antonio, etc.) throughout Texas for a variety of major wireless carriers (i.e. T-Mobile, Sprint, etc.). The work is inclusive of the following tasks:
    - Power Identification – Work with AEP Texas, Brownsville Public Utilities, CenterPoint Energy, College Station Utility, CPS Energy, Entergy, Oncor, Texas New Mexico Power, and other Electric Utility and Retail Power Providers to conduct Power Walks to identify the nearest and most appropriate power source to serve a large number of Small Cell Wireless sites.
    - Power Application – Establish ESID’s and E911 addresses where necessary for meter and node pole locations and prepare and submit Power Applications to the appropriate Utility to obtain approval of the selected Power Source along with any necessary Make-Ready to establish service.
    - Power Design - Upon approval of the Power Application, TDC2 is also responsible to prepare the Power Design for the Underground OSP Conduit Power Routes as necessary to connect the approved Power Source and the Small Cell Node Pole at each site.
  - **Project Cost:** In 2018, TDC2 performed ~\$185,900 in Engineering Services for Mobilitie.

UNDERGROUND FIBER OPTIC CABLE INSTALLATION  
Experience with Similar Projects

- **Gibson Technical Services (GTS): Small Cell Site Node, Power & Fiber Design-Build**

- **Responsibilities:** TDC2 completed multiple Small Cell Site Node, Power & Fiber Design-Build projects in Kentucky, Missouri, Michigan, North Carolina, South Carolina, and Tennessee for Small Cell Network build-outs for GTS on behalf of Verizon and other major carriers. These projects included walk-outs of the desired service areas with client and carrier representatives and RF Engineers, Node Candidate Site Selection, Node Pole Engineering & Design, 1A/2C Reports, Photo Sims, Power Walk, Power Application & Coordination, Engineering Design and Cost Optimization of Aerial and Underground OSP Fiber and Power Routes, Service Entrance Design for Hub Locations, Field Staking & Surveys of Aerial & Underground Fiber & Power Routes, Manhole/Duct Validation, CADD Construction & Permit Drawings, Jurisdictional Permitting and Coordination with all local authorities (i.e. City, County, DOT, etc.). The Fiber Network expansions included 150+ miles and serve 60+ small cell site nodes. An example is a project in Tennessee which consisted of 19 Small Cell Site Nodes, approximately 10,916 feet of Underground OSP Fiber construction, and ~25,764 feet of new Aerial OSP Construction.
- **Project Cost:** TDC2 has performed over \$785,000 of projects for GTS



UNDERGROUND FIBER OPTIC CABLE INSTALLATION  
Experience with Similar Projects**Municipal Fiber Networks**

- **City of Pearland, Texas:** Bailey Road & Fite Road Municipal Fiber Optic Network Expansion
  - **Responsibilities:** TDC2 provided Permitting & OSP Construction, via Directional Bore, of a ~6-mile, \$770,000 Municipal Fiber Optic Network expansion project to connect numerous city buildings and enable the turn-up of an Intelligent Traffic Signal (ITS) Network. This work included Jurisdictional Permitting, Traffic Control Plans, CADD Drawings & Applications with the City of Pearland, TXDOT and BNSF Railroad, as well as, OSP Underground Construction of multi-duct Fiber Optic Network, Installation of 7 OSP Traffic Control Cabinets, Installation of numerous TXDOT rated Ground boxes, multiple Building Entrances and rack mounted Fiber Termination panels, Fiber Splicing & Testing, and production of Redline As-Built OSP Construction drawings for the City of Pearland Texas.
  - **Project Cost:** \$770,000
  
- **City of Pearland, Texas:** Reflection Bay Fiber Optic Network Expansion
  - **Responsibilities:** TDC2 Provided Permitting & OSP Underground Construction, via Directional Bore, of a 14,218 ft. Municipal Fiber Optic Network expansion project to connect city facilities and enable the expansion of the existing Intelligent Traffic Signal (ITS) Network. This project provided fiber connectivity from the City's current network to the Reflection Bay Water Reclamation Facility, the traffic signal network along the Shadow Creek Parkway (FM2234), and the new Fire Station #8. The purpose is to provide uninterrupted communications with the critical Supervisory Control and Data Acquisition (SCADA) system at the wastewater facility and bring the traffic signals on Shadow Creek Parkway (SH288 to Trinity Bay) into the City's traffic operations system network. This work included Jurisdictional Permitting, Traffic Control Plans, CADD Drawings & Applications with the City of Pearland and TXDOT, OSP Underground Construction of a multi-duct Fiber Optic Network, Installation of multiple TXDOT Rated Ground boxes, Installation of multiple OSP Traffic Control Cabinets, as well as, Building Entrances, rack/wall mounted Fiber Termination Panels, Fiber Splicing & Testing, and Redline As-Built OSP Construction Drawing updates.

UNDERGROUND FIBER OPTIC CABLE INSTALLATION  
Experience with Similar Projects

- **Project Cost:** \$407,874
  
- **City of Pearland, Texas: Max Road Fiber Optic Network Expansion**
  - **Responsibilities:** Jurisdictional ROW Permitting & OSP Underground Construction, via Directional Bore, of a 4,435 ft. Municipal Fiber Network expansion project to connect city facilities and enable the expansion of the existing Intelligent Traffic Signal (ITS) Network. Included the OSP Underground Construction of a multi-duct Fiber Optic Network, TXDOT rated Ground Boxes, and OSP Traffic Cabinets to expand the network from the existing fiber connection at the intersection of Reid Road (FM 1128) at West Broadway Street (FM 518) and the sanitary sewer lift station on the corner of Hughes Ranch Road and Max Road. The storm lift station located in the Hickory Slough Sportsplex was also connected via fiber optic connection through the aforementioned Max Road sewer lift station. Max Road sewer lift station was connected to the Hughes Ranch Road and Max Road signal controller via fiber optic connection.
  
  - **Project Cost:** \$202,838
  
- **City of Southlake, Texas / Carroll ISD: Carroll ISD Fiber Optic Network Expansion**
  - **Responsibilities:** Full service Turn-key Design-Build of \$1M+ project to create a ~25-mile Fiber Optic Communications Network to allow the interconnection of the Carroll Independent School District Network (ISD) Operations Center at Dragon Stadium to 8 School building facilities throughout the ISD. This Design-Build work included the Feasibility Study, Engineering Design of Fiber Routes, Preparation of Budget and Material List, Fielding/Staking, Public/Private Right of Way Permitting, CADD Construction & Permit Drawings, OSP Construction, Inspection and As-Built CADD update drawings for the City of Southlake Texas. TDC2 also currently maintains the Fiber Network including Emergency Repair, Network Management, and Performance and Resolution of Fiber Locate requests.

**UNDERGROUND FIBER OPTIC CABLE INSTALLATION**  
Experience with Similar Projects

- **Project Cost:** ~\$1M
  
- **City of Seabrook, Texas - Fiber Network Expansion**
  - **Responsibilities:** Feasibility Study, Engineering Design, Jurisdictional Permitting and mapping of a 5.2-Mile Fiber Optic Network Expansion. Turn-key services were inclusive of, but not limited to, the items below:

TDC2 provided a Feasibility Study for the expansion of Fiber to serve and connect multiple existing City of Seabrook Municipal Facilities

- Overview Schematic of Fiber Cable for the entire route
- Fiber Route Maps & Splicing Diagrams
- Optimized for Least Cost Construction
- Identification of Permitting Authority and Jurisdictions for all routes
- Provide Report showing requirements of each.
- Identification of Aerial Utility Attachment rights
- All other useful information to maximize construction efficiency

TDC2 also provided final proposed optimized Fiber Routes inclusive of:

- Existing Power Company poles for aerial attachments
- Proposed underground routes
- Existing Municipal Facilities, Building Entrances and Equipment Rooms
- Final ride to visit to each City of Seabrook location with the Engineer and the Construction Contractor's internal team to verify constructability, access, permit, jurisdictional and municipal restrictions.

TDC2 provided Engineering and Construction Pricing for Design, Permitting, and all associated Construction Costs.

UNDERGROUND FIBER OPTIC CABLE INSTALLATION  
Experience with Similar Projects

- **Project Cost:** \$503,321
  
- **City of League City, Texas - Municipal Fiber Network and Traffic Control Expansion**
  - **Responsibilities:** Engineering Design, CADD, Permitting, Bid Process Management of a 38-Mile Multi-Site Fiber Network Expansion; Phase 1 & Phase 2

Full service Turn-key Engineering including; Engineering Feasibility Study, Optimized least cost Fiber Network Design, Fielding Staking & Survey of Fiber Routes, Identification of Permitting Authorities and Jurisdictions, Identification of Aerial Utility Attachment Rights, Identification of location and availability of existing Underground Fiber, Public/Private Right of Way Permitting, CADD Construction & Permit Drawings, Bid Package & RFP Creation & Process Management, Field Inspection and As-Built CADD records for Phase One and Phase Two of a Fiber Network expansion project to interconnect public service facilities, city government buildings and traffic signal facilities.

Phase 1 - designed and constructed Fiber Optic Network expansion to include a 15-mile Fiber Optic Communications Network utilizing both Aerial and Underground OSP Construction methods. This network allowed the connection of 5 fire department buildings, 3 city buildings and numerous traffic signal facilities.

Phase 2 – A Feasibility Study, Engineering Route Design, Engineering Cost Estimate, Budget and preparation of a material list was completed. This network expansion is for an approximately 23-mile Fiber Optic Network expansion to interconnect over a dozen additional city facilities. TDC2 also performed bidder qualification, prepared a bid package including construction drawings, managed the bid process from pre-bid meeting through collection and analysis of bids, and provided a recommendation regarding most responsive bidder. TDC2 will provide resident engineering, inspection of construction services, and As-built CADD records during the construction phase of the project.

**UNDERGROUND FIBER OPTIC CABLE INSTALLATION  
Experience with Similar Projects**

- **Project Cost:** \$2.1M

**Additional Experience**

In addition to the TDC2 specific example projects described in Project References section of this response, it is worth noting that during the time between that sale of the original TDC in 2008, and the company's re-formation as TDC2 in 2013, the current TDC2 management team (Steve Purcell, Scott Crum, and Scott Mackinaw), as well as, many of the current TDC2 staff, amassed a great deal of experience working together on numerous large scale broadband fiber projects on behalf of their respective employers and clients. TDC2 management and key personnel have worked together in various aspects of Broadband Network projects for many years during their terms of employment prior to joining TDC2.

While at Joseph D. Fail Engineering Company, Inc. (JDFEC), Scott Mackinaw, was responsible for working in conjunction with JDFEC's Professional Engineer, Mr. Randall Bowman, and client project teams, to develop fiber and fiber/wireless hybrid network designs, conduct and analyze market surveys, create capital budgets and pro-forma business plans, submit and obtain approval of loan and grant applications for a variety of RUS and ARRA Broadband Stimulus funding programs, and to also project manage the implementation and construction of each approved project. The projects listed below resulted in the build-out of over \$246M of middle-mile and last-mile broadband fiber network expansions amounting to 2,500+ miles of new fiber optic cable construction.

Steve Purcell, in his role as Vice President and Owner of Phoenix Installation Services, LLC, was the winning OSP Construction Bidder for a many of these particular projects. In addition, Scott Crum was contracted by JDFEC to lead the CADD & field engineering efforts on many of JDFEC's ARRA Broadband Stimulus projects.

The Full-Service Engineering work associated with these projects was inclusive of the following Engineering and Construction tasks:

- Pre-Award Engineering – Engineering Design, Creation and Performance of Market Survey and Feasibility Study, Detailed Analysis of Market Results, Preparation of Capital and Operations Budgets,

UNDERGROUND FIBER OPTIC CABLE INSTALLATION  
Experience with Similar Projects

Preparation of Proforma Business Plan, Environmental Reports, Loan/Grant Application Preparation & Submission.

- Post-Award Engineering - Overall Project Management, Engineering Design, Field Staking, CADD, Public & Private Right-of-Way and Permitting, Remote Fiber Node Site Acquisition, Tower Site Acquisition of commercial tower sites and negotiation of tower site leases.
- Preparation of all RUS standard material, equipment, installation and construction services contracts.
- RUS Contract Management - Review, Coordination and Contract Approval Responsibilities in liaison with client staff, as well as, Local Texas based & remote Washington DC based RUS staff in advance of Bid Process.
- Bid Process Management – Management of all material, equipment, installation and construction service contracts; inclusive of Bidder Qualification, Bid Package Creation, Pre-Bid Meetings, Q&A Management w/ Bidders, Collection and Analysis of Bids, Recommendation of Most Responsive Bidder.
- OSP Construction Management – Resident Engineering & Inspection of all OSP construction of Aerial & Underground Fiber Optic Cable Plant and Fiber Optic Drops
- OSP Construction – Construction of fiber networks and installation of associated material and equipment (i.e. power, battery & generator systems, ground fields, central office equipment, concrete pad and pole mounted cabinets and equipment. Construction included a combination of Aerial, Open Trench Plow and Underground Bore placement methods.
- ISP Construction Management - Coordination and Inspection associated with all Active and Passive Network Components such as; Installation of Power, Battery and Generator Systems, Central Office Equipment, Remote Network Huts & Pole/Pad Mounted Cabinets, Inspection of Wireline Customer Premise Equipment and Inside Home Wiring. Inspection of all Tower Mounted Wireless Access Equipment and Wireless Customer Premise Equipment.

UNDERGROUND FIBER OPTIC CABLE INSTALLATION  
Experience with Similar Projects

- Progress Reporting & Quality Assurance – Daily, Weekly and Milestone based progress and status reporting. Scheduled and Unscheduled job site compliance inspections. Invoice Review and Approval, Logistics and Materials Management, Final Ride out and Inspection with client, Professional Engineer and RUS Staff.
- Post Construction Contract & Project Closeout – Contractor Units Placed, Invoice and Materials reconciliation. Individual Contract Closeout, Red-line collection & As-Built Records creation. Overall Project Closeout with client, contractors and RUS staff.

A listing of projects jointly implemented by the current TDC2 management team and staff is included below to further indicate the level of direct broadband fiber design and construction experience that TDC2 staff brings to its current and future projects.

- **Jaguar Communications** - application, submission and subsequent implementation of a \$4.6M RUS Broadband Loan project utilizing FTTH, xDSL and wireless technologies to provide broadband voice, data and video services, including the construction of 185 miles of fiber construction, throughout 8 counties in rural MN.
- **Jaguar Communications** – application, submission and subsequent implementation of a \$17M RUS Broadband Loan project utilizing FTTH, xDSL and wireless technologies to provide broadband voice, data and video services, including the construction of 286 miles of fiber construction, throughout 13 counties in rural MN.
- **NTS Telephone Company, LLC** - application, submission and subsequent implementation of a \$12M RUS Broadband Loan project utilizing FTTH technologies to provide broadband voice, data and video services, including the construction of 98 miles of fiber construction, in rural TX.

UNDERGROUND FIBER OPTIC CABLE INSTALLATION  
Experience with Similar Projects

- **Dixie-Net Fiber, Inc.** – Creation and implementation of a system design change associated with a \$4.8M RUS Broadband Pilot Loan project utilizing wireless broadband technology to provide high-speed data and VOIP to rural MS.
  
- **PRIDE Network, Inc.** – Successful creation & submission of a round one ARRA Broadband Stimulus Application that was approved to fund the construction of a \$44.5M FTTP and wireless broadband project consisting of 420 miles of fiber and fixed wireless infrastructure to serve ~22,000 unserved and underserved subscribers throughout West Texas. The PRIDE network will make affordable Advanced Broadband services available to the following communities in Texas: New Deal, Abernathy, Hale Center, Ropesville, Meadow, Slaton, Lamesa, Brownfield, Littlefield, and Plainview. As well as, 150+ Critical Care Facilities, including; Schools - 59; Community Colleges - 1; Universities - 2; Hospitals/Centers - 6; Clinics - 67; Libraries - 9; Police Stations - 10; Fire Stations - 13. Responsible for implementation of all ISP components including; routing, switching, transport, wireline & wireless access, as well as, customer premise drop, splice and installation activities.
  
- **PRIDE Network, Inc.** – Successful creation, submission and implementation of all OSP and ISP aspects of a round one ARRA Broadband Stimulus Application approved to fund the construction of a \$19.1M FTTP and wireless broadband project consisting of 121 miles of fiber construction to serve ~8,000 unserved and underserved subscribers in the rural communities of Burke-Burnett, TX and Iowa Park, TX. As well as 30+ Critical Care Facilities, including; Schools - 11; Hospitals/Centers - 1; Clinics - 11; Libraries - 2; Police Stations - 2; Fire Stations - 3; Community Centers – 1
  
- **Bay Springs Telephone Company** – Successful creation and submission of a round one ARRA Broadband Stimulus Application that was approved to fund the construction of an \$8.4M FTTP project consisting of 53 miles of fiber construction to serve approx. 3,600 unserved and underserved subscribers in the state of MS.
  
- **National Telephone of Alabama** – Successful creation, submission and implementation of all OSP and ISP aspects of a round two ARRA Broadband Stimulus Application that was approved for a \$1.7M of FTTP/xDSL broadband network. The Cherokee Broadband Initiatives Project will provide the infrastructure necessary for



UNDERGROUND FIBER OPTIC CABLE INSTALLATION  
Experience with Similar Projects

rural subscribers in the Colbert county communities of Margerum, Barton and Cherokee, Alabama to access advanced high speed broadband services. This area represents an estimated 1,200 households and 230 businesses. This broadband access will offer customers more opportunity to improve lifestyles through online educational classes, increased knowledge of world events, and entertainment options with ADSL2+ technology.

➤ **TDS Telecom** – Engineering assistance with the successful submission of round one and round two ARRA Broadband Stimulus Applications and Full Service Engineering and implementation of all OSP and ISP aspects for the following ten TDS Telephone Companies totaling ~\$38M and ~460 miles of fiber construction in the following locations:

- **Blue Ridge Telephone Company, Inc.** - \$1.14M for the construction of a FTTH broadband and DSL network. The network includes ~7.0 miles of fiber optic cabling and will implement an upgrade of the existing telephone Company Central Office and remotes.
- **Butler Telephone Company, Inc.** - \$3.9M for the construction of a FTTH broadband and DSL network. The network includes ~93.0 miles of fiber optic cabling and will implement an upgrade of the existing telephone Company Central Office and remotes.
- **Calhoun City Telephone Company, Inc.** - \$3.95M for the construction of a FTTH broadband and DSL network. The network includes ~44.0 miles of fiber optic cabling and will implement an upgrade of the existing telephone Company Central Office and remotes.
- **Leslie County Telephone Company, Inc.** - \$8.23M for the construction of a FTTH broadband and DSL network. The network includes ~93.0 miles of fiber optic cabling and will implement an upgrade of the existing telephone Company Central Office and remotes.
- **New Castle Telephone Company, Inc.** - \$1.42M for the construction of a FTTH broadband and DSL network. The network includes ~14.0 miles of fiber optic cabling and will implement an upgrade of the existing telephone Company Central Office and remotes.
- **Peoples Telephone Company, Inc.** - \$5.56M for the construction of a FTTH broadband and DSL network. The network includes ~58.0 miles of fiber optic cabling and will implement an upgrade of the existing telephone Company Central Office and remotes.

UNDERGROUND FIBER OPTIC CABLE INSTALLATION  
Experience with Similar Projects

- **Quincy Telephone Company, Inc.** - \$1.82M for the construction of a FTTH broadband and DSL network. The network includes ~15.3 miles of fiber optic cabling and will implement an upgrade of the existing telephone Company Central Office and remotes.
  - **Salem Telephone Company, Inc.** - \$2.58M for the construction of a FTTH broadband and DSL network. The network includes ~30.0 miles of fiber optic cabling and will implement an upgrade of the existing telephone Company Central Office and remotes.
  - **Southeast Mississippi Telephone Company, Inc.** - \$2.5M for the construction of a FTTH broadband and DSL network. The network includes 13.0 miles of fiber optic cabling and will implement an upgrade of the existing telephone Company Central Office and remotes.
  - **Tennessee Telephone Company, Inc.** - \$6.87M for the construction of a FTTH broadband and DSL network. The network includes ~97 miles of fiber optic cabling and will implement an upgrade of the existing telephone Company Central Office and remotes.
- **Socket Telecom, LLC** – Engineering assistance with the successful creation, submission and implementation of all OSP and ISP aspects of a round two ARRA Broadband Stimulus Application that was approved for \$23.7M for the construction of a FTTH broadband network. The network includes ~234 miles of fiber optic cabling and will implement a design for distribution along every road (both public and private) along the proposed fiber route to one city and two thirds of a county in rural Missouri. This project has a design that will allow each home or business in the service area to be connected when that location requests service.
- **Bluebird Media, LLC** – Bluebird Media, LLC received a \$45M BTOP Broadband Infrastructure grant for deployment of a broadband network. The company provided a cash match of \$9.1M to the NTIA grant and the State of Missouri will provide an in-kind, non-monetary match of \$10.5M that includes use of right-of-ways on state roadways, for a total project cost of approximately \$65M. This network is comprised of a middle-mile network including both fiber and microwave segments, as well as, last mile direct connections to Community Anchor Institutions (CAIs) such as schools, libraries, and health and safety institutions. The geography encompasses a 59-county area of Northern Missouri that is largely underserved and/or economically distressed. The infrastructure, to be constructed involves approximately 1,018 miles of new fiber ring segments, 44 fiber nodes and connections to Community Anchor Institution end locations. Our firm

**UNDERGROUND FIBER OPTIC CABLE INSTALLATION  
Experience with Similar Projects**

was chosen to provide OSP engineering consulting services including design, permitting, right of way, staking and CAD associated with approximately 1/3 of the fiber route miles.

**Conclusion**

TDC2's management team and staff bring many years of experience in all aspects of engineering, design and construction to the benefit of our clients. We have a great deal of specific experience in privately funded, as well as, RUS and other federally and state funded project work. We also have the necessary existing relationships with local, city, county and state permitting authorities (Department of Transportation, Army Core of Engineers, SHPO, etc.) and with relevant federal agencies (i.e. RUS staff, in Washington DC and in the field), in order to successfully and efficiently manage the requisite public and private right-of-way elements of OSP construction projects. TDC2 stands ready to assist at any stage of a project's development; from early stage market surveys and feasibility studies to budgetary designs and engineering estimates through OSP construction, cut-over, testing, as-builts and turn-up.

We greatly appreciate the opportunity to provide you with this summary of services and we are standing by to answer any questions that may be developed upon your review of this information. Please do not hesitate to call if you would like to discuss any of the enclosed data in more detail.

I look forward to speaking with you at your convenience to learn more of your upcoming plans and discuss how TDC2 can add value to your network expansions.

Sincerely,

**Scott Mackinaw**  
**Vice President, Engineering**

TDC2, LLC

Town of Prosper  
CSP NO. 2020-39-B

Attachment 2  
February 1, 2021  
**Item No. 12.**

UNDERGROUND FIBER OPTIC CABLE INSTALLATION  
Experience with Similar Projects

TDC2

634 N. Ballard

Wylie, Texas 75098

972-423-9080 Office

972-442-7087 Fax

469-999-7411 Mobile



**Title:**

**TDC2, LLC  
Response  
For  
Town of Prosper  
CSP NO. 2020-39-B UNDERGROUND FIBER OPTIC CABLE INSTALLATION  
Bid Date: February 14, 2020 at 2:00 PM Central**

**Prepared for:**

**Town of Prosper  
Information Technology  
250 W. First Street  
Prosper, TX 75078  
Phone: 972-569-1150**

**Prepared by:**

**Scott Mackinaw  
Vice President  
TDC2, LLC  
634 N. Ballard Ave  
Wylie, TX 75098  
469-999-7411  
[smackinaw@tdc2.com](mailto:smackinaw@tdc2.com)**

TDC2, LLC



February 14, 2020

Response For  
Town of Prosper

CSP NO. 2020-39-B UNDERGROUND FIBER OPTIC CABLE INSTALLATION

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Response For  
Town of Prosper

CSP NO. 2020-39-B UNDERGROUND FIBER OPTIC CABLE INSTALLATION

### **TDC2, LLC Company Background**

TDC2, LLC (TDC2) is a Wylie, Texas based Engineering and OSP Construction firm with a long history of work in the Dallas - Fort Worth (DFW) area of Texas. TDC2, LLC, was founded in May of 2013 and immediately began to Engineer, Construct and Manage projects in and around the DFW market. These projects all have similarity to the proposed Town of Prosper project as they are primarily fiber network expansions for existing TDC2 clients. The list of these clients includes; Verizon Business, CenturyLink / Level 3 Communications, Fiberlight, Consolidated Communications and many others. As will be demonstrated in the following pages, TDC2's team has extensive experience with the Design, Engineering, OSP Construction, and Management of similar fiber projects, as well as, a long history of telecommunications work and community involvement within the City of Plano.

TDC2's history of OSP Construction work throughout Texas, and especially in and around the DFW market, has given us a very detailed knowledge of the impact, in time and money, that the local terrain and environment imposes on OSP construction projects. We have direct experience with local conditions including the presence of rock, location and level of congestion of existing utilities, complications associated with locates and traffic control, as well as, many other factors that will have impact on any fiber network construction project in the DFW area.

Our approach to this project is to provide a dedicated, well managed team of experienced key personnel who will work directly with the Town to provide the most efficient, reliable, and high quality OSP Construction services in order to best position the project to be completed on time and within budget. The amount of similar fiber network construction experience, knowledge of specific local conditions, relationships with nearby permitting authorities, and detailed quality focused approach to the project, all combine to position TDC2 as the best choice to become the OSP Construction Contractor for the Town of Prosper.



Response For  
Town of Prosper

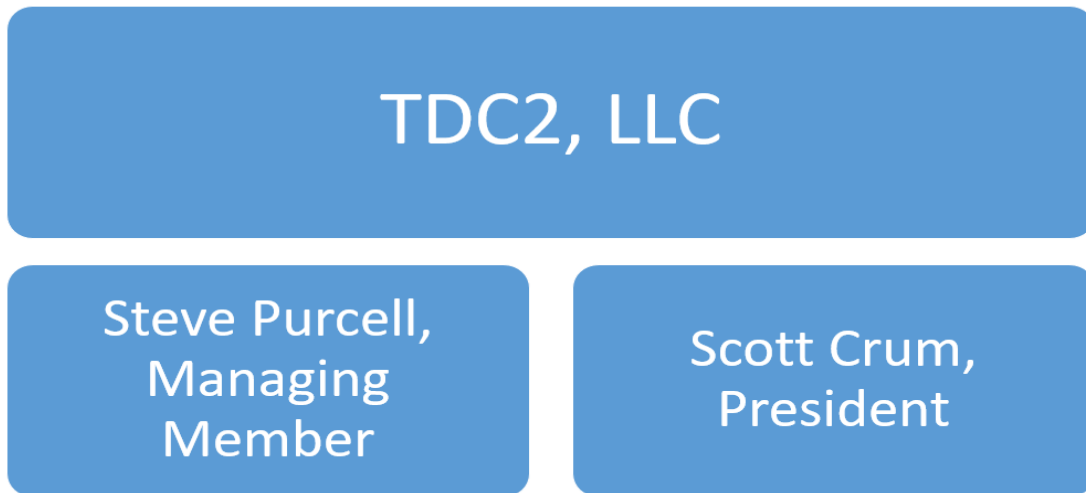
CSP NO. 2020-39-B UNDERGROUND FIBER OPTIC CABLE INSTALLATION

**Organizational Structure**

TDC2 is organized into Engineering and OSP Construction departments to best and most efficiently serve our client base, however, cross training is provided to the extent that most of our staff has significant experience in both disciplines. TDC2 currently has 41 employees. The main TDC2 corporate office is in Wylie, Texas. TDC2 also has a permanent office in Conroe, Texas to serve Houston, Texas and its surrounding areas, as well as, regional field offices setup regionally, as required, for any projects that have a duration longer than 90 days.

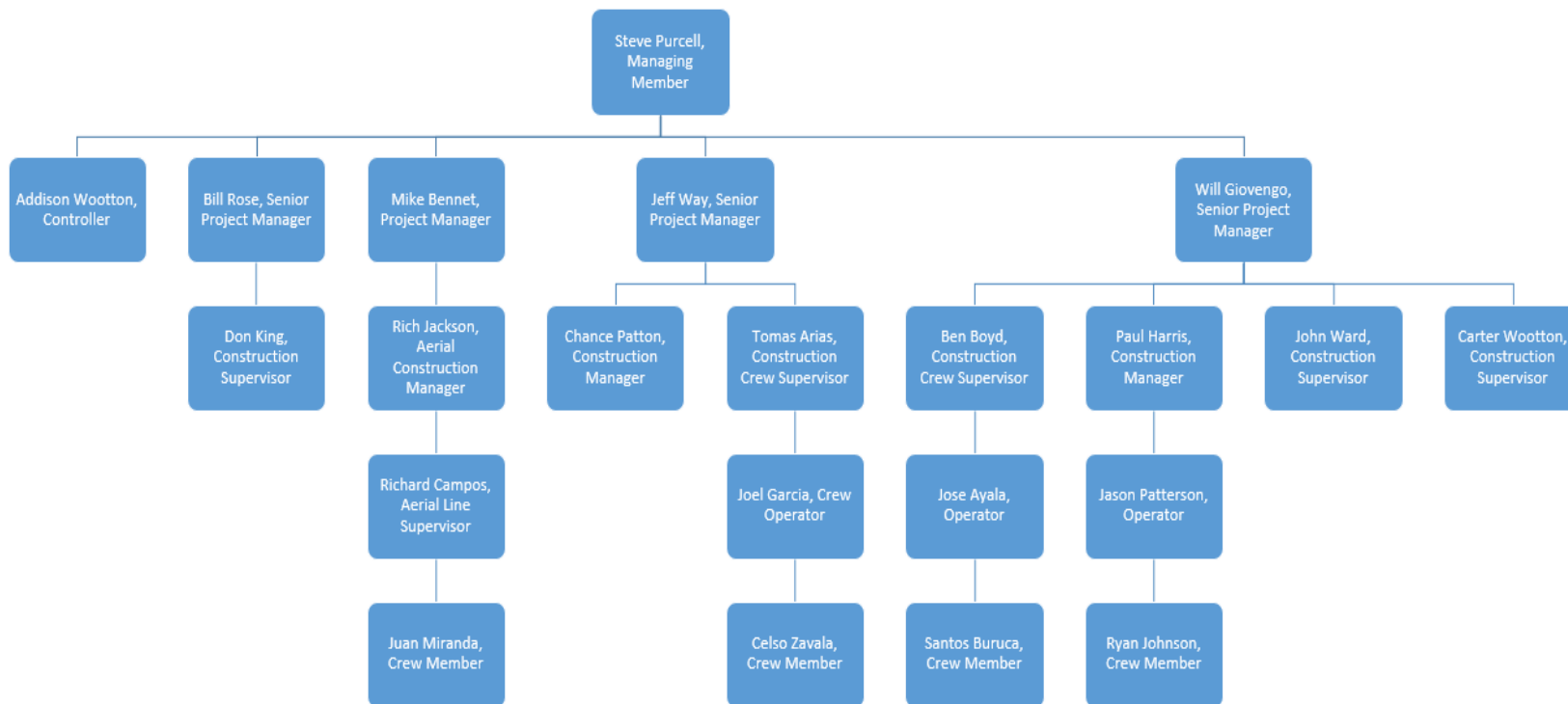
- a. **TDC2 Corporate Organizational Chart** – The charts on the following pages depict the current TDC2 Corporate Organizational Structure:

TDC2, LLC  
Corporate Organizational Chart  
12/20/2019





TDC2, LLC  
 OSP Construction Department Organizational Chart  
 12/20/2019



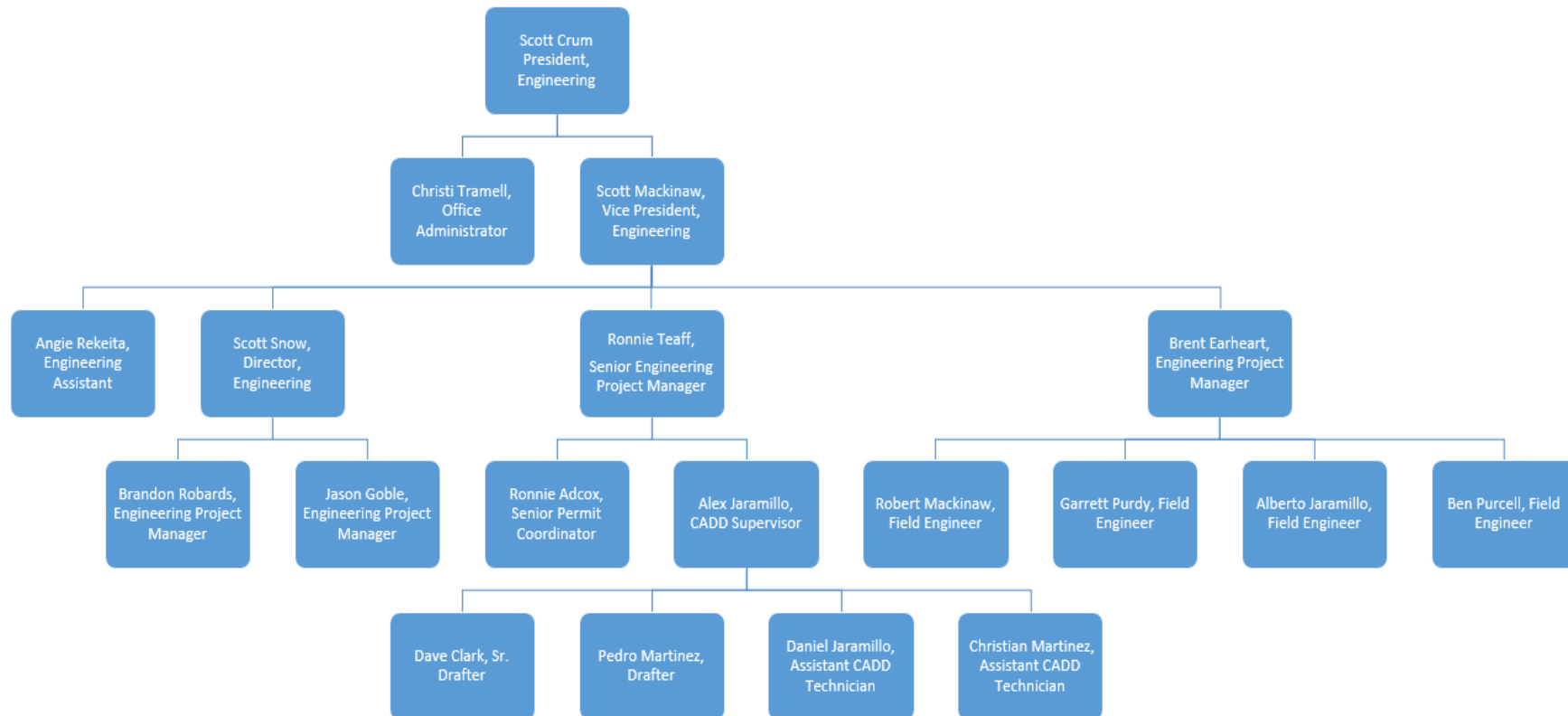
TDC2, LLC



February 14, 2020

Response For  
Town of Prosper  
CSP NO. 2020-39-B UNDERGROUND FIBER OPTIC CABLE INSTALLATION

**TDC2, LLC**  
**Engineering Department Organizational Chart**  
**12/20/2019**



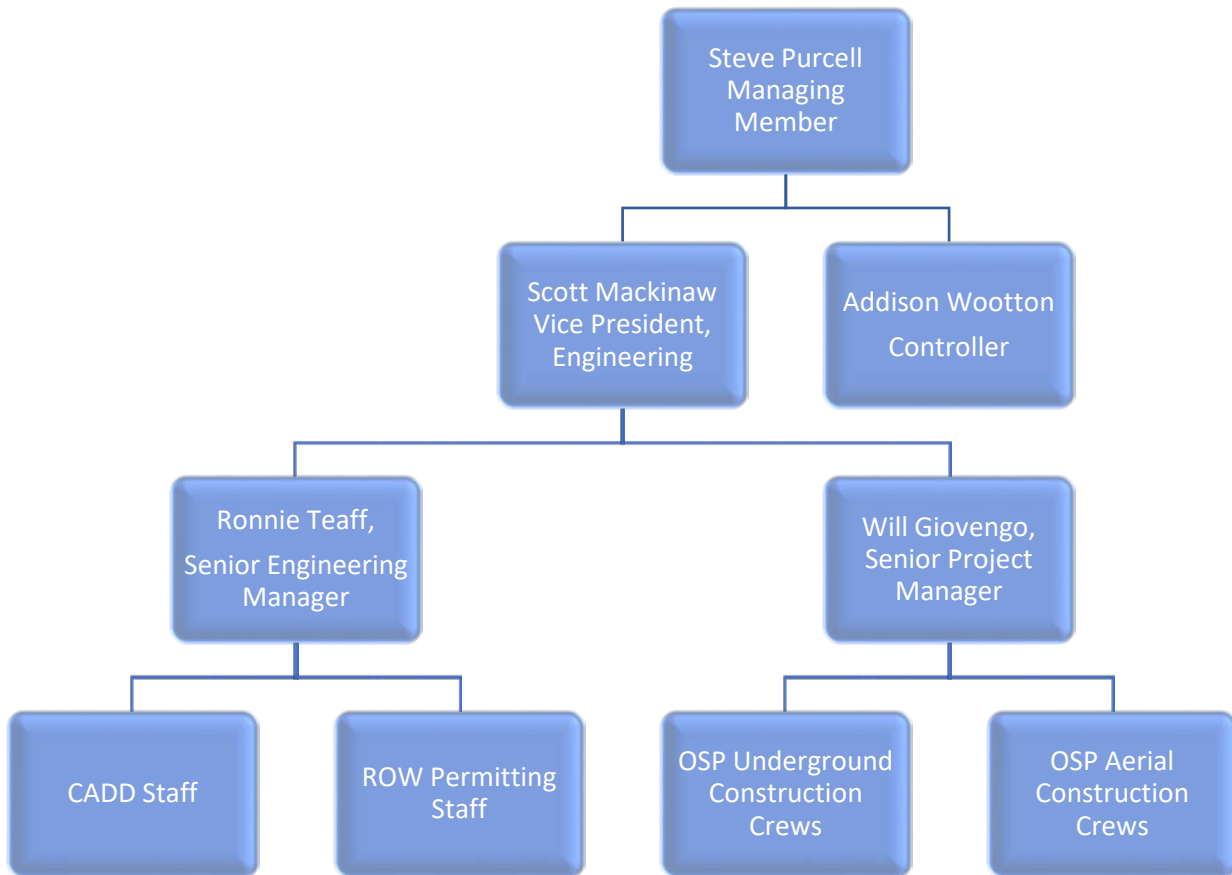


Response For  
Town of Prosper

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**b. Implementation Team Organizational Chart**

The chart below depicts the specific team that TDC2 will assign if awarded:





Response For  
Town of Prosper

CSP NO. 2020-39-B UNDERGROUND FIBER OPTIC CABLE INSTALLATION

### c. Team Qualifications

- **Steve Purcell, Managing Member**

Mr. Purcell is a high energy, self-starter with over 22 years of experience in Construction Management. Accomplished ability to work under pressure in a multi-task environment. Outstanding organizational, leadership, communication, and problem solving skills. After receiving his Bachelor of Science in Construction Management in 1993, Steve began his career with Drever Construction in April of 1993. He then moved to Verizon Business in 1996, serving as Construction Manager until May of 1999 when he was promoted to Regional Manager of Outside Plant Services. He was responsible for General Engineering and Construction Management for fiber optic long haul and local networks. During that time, he was responsible for managing direct and contract employees in 17 states and OSP contracts collectively valued in the \$100M+ range annually. In July of 2006, Steve left Verizon to become Regional Manager of Deployment and Operations for The Current Group for a year, then was a co-founder of and served as Vice President and Owner of Phoenix Installation Services, LLC from August 2007 until the sale of that company in early January of 2015. Over that eight-year period, Steve oversaw the construction of thousands of miles of fiber optic, copper and coaxial cable for telecommunications service providers, utilities, cooperatives, municipalities and other public and private ventures. Steve has served as Managing Member of TDC2 since January of 2015 and also manages all TDC2 OSP Construction Services.

- **Scott Crum, President**

Mr. Crum is a self-motivated, self-starting individual who is able to adapt to any work environment. He is a results oriented professional with exceptional skills in problem resolution and goals attainment, recognized for consistently going beyond expectations, aggressive and detailed oriented. He is the original founder of TDC and is responsible for providing oversight for the performance of client expectations and manage new client relationships. He specializes in utilizing existing utility relationships developed over the last 20 years with City, State, and Local government agencies as well as Railroad Companies; focused on the State of Texas and active in the other States in the Gulf Coast Region. Mr. Crum started his career in 1988 with Wilkenson Manufacturing Company as a Tool & Die Designer and was actively employed in the Computer Aided Drafting (CAD) and Mechanical Design field throughout his collegiate studies.



Response For  
Town of Prosper

CSP NO. 2020-39-B UNDERGROUND FIBER OPTIC CABLE INSTALLATION

He obtained his Bachelor of Science in Mechanical Engineering from the University of Nebraska in 1993. He continued to develop his expertise in the effective use of AutoCAD and MicroStation products in CAD field with positions of increasing responsibility with Applied Power Associates out of Omaha, NE. He moved into a focus on design, construction and permit drawings for the telecommunications industry starting in August of 1995 with Telecommunications Installers Corporation in Plano, TX and then with Hawking TCS Telecommunications Services through November of 1997. He then progressed to become CADD Administrator for the Dallas Area Rapid Transit through the end of 1999 when he founded TDC Design and served as President and Owner. He built TDC Design from the ground up providing exceptional quality and unmatched service through October of 2008 when it was sold to GW Communications. He served with GW Communications for two years as Director of Engineering on high level nationwide projects. In July of 2010, he co-founded Broadband Infrastructure Projects and service as Managing Partner/Owner responsible for full service Engineering, Design, Survey and Staffing solutions in the Telecommunications market for large scale projects. Of note, he was responsible for simultaneously managing 8 ARRA Broadband Stimulus projects for TDS Telecom; which included coordinating and performing staking, permitting, contractor deployment, and providing Program Project Management & Inspection Services in the following states: Mississippi, Kentucky, Tennessee, Florida, Alabama, & Georgia.

These projects were inclusive of the supervision of the construction of hundreds of miles of middle mile and last mile fiber optic cable, coordination of installation, test and turn-up of hundreds of active electronics nodes, as well as, test and supervision of construction for thousands of fiber drops. All work had to be completed within federally mandated timelines and budgets. Mr. Crum serves TDC2 now as President of TDC2, and is responsible for managing all TDC2 Engineering Services.



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CSP NO. 2020-39-B UNDERGROUND FIBER OPTIC CABLE INSTALLATION

- **Addison Wootton, Controller**

Addison Graduated in 2011 from the University of Texas at Dallas with an MS in Accounting and Information Management, thereafter, he worked at the public accounting firms of Weaver Tidwell and PricewaterhouseCoopers from 2011 to 2017 as an associate and later Senior Associate in the assurance practice. In 2017, Addison began working with TDC2, LLC as a project manager for our construction group. In 2018 Addison became TDC2's Controller, managing all contract management, taxes, insurance, budgeting, accounting, cash flow and financial reporting.

- **Scott Mackinaw, Vice President**

Mr. Mackinaw has strong project management, personnel management, and technical team building skills, which combined with a detailed understanding of public and private networks provide an extremely well rounded background in the telecommunications industry. He has over 20 years of experience in the telecommunications industry. After obtaining a Bachelor's Degree in Electrical Engineering from the University of Alabama in 1991, he worked with telecommunications service providers American Telephone Network and Mid-Com Communications, Inc. designing and implementing nationwide telecommunications networks. Thereafter, starting in April of 1996 he worked with telecom equipment vendors Digital Telecommunications, Inc. (DTI) and CopperCom in variety of management roles leading nationwide Customer Service, Technical Support, Installation, Integration and Training initiatives. His diverse responsibilities in the implementation of integrated TDM and Soft Switch solutions for Broadband networks allowed him to develop a wide range of technical, operational and strategic planning skills. In 2004, he went to work as Director of Inside Plant Engineering for Joseph D. Fail Engineering Company (JDFEC), a company recognized as a leader in the Telecommunications Engineering Consulting industry since the mid-60's. While at JDFEC, he progressed to Vice President of Broadband Engineering and then to President. During his time at JDFEC he was directly responsible, alongside JDFEC's Professional Engineering staff, for the successful creation of over \$246M of funding in Rural Utilities Service and NTIA loan and grant funding applications and the subsequent implementation and build-out of 2,500+ miles of middle mile and last mile fiber optic broadband networks. Scott has served as Vice President for TDC2 since July of 2015.



Response For  
Town of Prosper

CSP NO. 2020-39-B UNDERGROUND FIBER OPTIC CABLE INSTALLATION

- **William Giovengo, Senior Project Manager**

Mr. Giovengo is highly motivated with over 15 years of experience in communications and Construction Management. Accomplished ability to work well under pressure and in a multi-task environment. Outstanding organizational, leadership, communication, and problem solving skills. He served in distinction with the United States Marine Corps from 1997 until October of 2001. He then worked as a Communications Installation Technician for RivalCom, Inc. in Arlington, TX and Smart Cabling Solutions in Addison, TX where he was responsible for the installation of wireline and wireless telecommunications network equipment for Fortune 500 companies such as AT&T and Verizon Wireless until May of 2003. In June of 2003, he went to work for Advanced Communications, Inc. covering the DFW Market, Chicago Market and St Louis Market as Area Fulfillment Manager until May of 2009. At that time, he went to work with Phoenix Installation Services where he served as Project Manager on an extensive array of complex Aerial and Underground construction projects inclusive of all Inside and Outside Plant elements and coordination of scheduling and construction. He joined TDC2 in January of 2015 and serves as Senior Project Manager and manages TDC2 in-house Underground and Aerial OSP Construction Crews, as well as, regional and local OSP Construction subcontractors.

- **Ronald Teaff, Senior Engineering Manager**

Mr. Teaff has a proven track record completing large complex deployments within budget and schedule constraints. A proven leader known for developing Teams, tools, processes and individuals to execute project requirements to deliver customer expectations. He is experienced in deploying and implementing In-building Distributed Antenna Systems [iDAS], Outside Distributed Antenna Systems [oDAS], Wireless Site Modifications, Transport Networks and Site Development and Expansion of Wireless Networks. He has extensive experience in design and construction management of Outside Plant, Inside Plant and Metro Fiber networks, Local Exchange rebuilds and Long Haul Fiber networks and expansions for Local Exchange Carriers, CLECs, and Operating Companies. A strong communicator presenting project information from executive to craft levels and recognized by Customers, Corporate Officers and peers for contributions to organizational success. He is experienced in use of Microsoft Office applications including Visio to communicate and document project deliverable and is very focused on Quality and Safety to deliver projects meeting Customer requirements.

TDC2, LLC



Attachment 2

Item No. 12.

February 14, 2020

Response For  
Town of Prosper

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Mr. Teaff has an Associate Degree in Computer Aided Drafting from Lamar University in Beaumont, Texas and has very extensive training and experience with multiple releases of drafting software such as AutoCAD, MicroStation and others. He began his career as a draftsman in April 1995 for Petron Engineering in Beaumont, Texas and after 3 years began a 4-year contract with MCI/WorldCom in Richardson, TX where he was responsible for full service outside plant engineering from design, to project management to closeout for many fiber optic projects, ranging from short routes to long haul multi-million-dollar network builds. He spent the next 8 years working with GXT LTD, TDC Design and GW Communications further adding to his experience and working on larger and more complex fiber optic network design and build projects. Then Mr. Teaff worked with Goodman Networks and Crown Castle as Construction Manager on fiber route projects and Outdoor and Indoor Distributed Antenna Systems. He has served with TDC2 as Senior Engineering Manager since August of 2015 and Supervises TDC2 CADD and ROW Permitting staff.



## CIP References Worksheet

Please provide at least five (5) verifiable references for same or similar services as the Town has specified in the solicitation, in the spaces provided below.

Company Name: CenturyLink / Level 3 Communications  
 Contact Name: Craig Burns, Project Manager  
 Address: 1950 N Stemmons Frwy, Suite 6060  
Dallas, TX 75207  
 Email Address: craig.burns@level3.com  
 Phone: 214-435-3298  
 Project Completion Date: 1/31/2020  
 Project Name/Description: West McKinney Fiber Ring - 7.4 miles of Underground OSP Construction to extend fiber ring

Company Name: City of Southlake Texas  
 Contact Name: Jerry Weitzel, Deputy Director of Information Technology  
 Address: 1400 Main Street  
Southlake, Texas 76092  
 Email Address: jweitzel@ci.southlake.tx.us  
 Phone: 817-748-8166  
 Project Completion Date: 8/30/2019  
 Project Name/Description: Engineering & Underground OSP Construction of 4,400 ft fiber to connect Durham School to Bicentennial Park Building

Company Name: Verizon Business  
 Contact Name: Jeff Buehler, Engineer IV, Gulf States Region, Verizon  
 Address: 400 International Parkway  
Richardson, TX 75081  
 Email Address: jeff.buehler@verizon.com  
 Phone: 214-995-2518  
 Project Completion Date: 11/30/2019  
 Project Name/Description: Birdville ISD Fiber - 5.1 Miles of Aerial & Underground OSP Fiber Construction to connect ISD network

Company Name: City of Pearland, TX  
 Contact Name: Ed Kupferer, Public Works Superintendent, City of Pearland  
 Address: 2559 Hillhouse  
Pearland, TX 77584  
 Email Address: ekupferer@pearlandtx.gov  
 Phone: 281-299-7710  
 Project Completion Date: 2/7/2020  
 Project Name/Description: Dixie Farm Road-Old Alvin Road-Pearland Parkway Fiber Extension - 3 mile ITS/Municipal OSP Fiber Construction

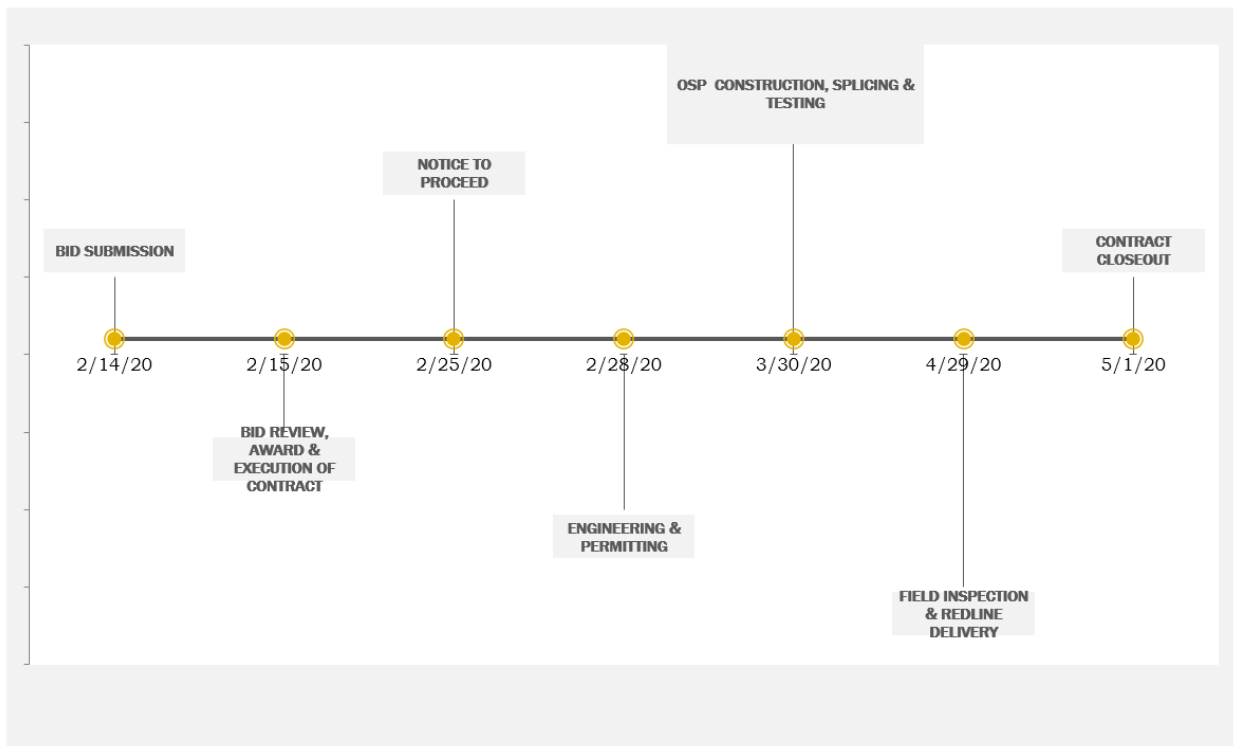
Company Name: Hargray Communications  
 Contact Name: Jon Strickland, Manager OSP Planning & Design  
 Address: 5 Buck Island Road  
Bluffton, SC 29910  
 Email Address: jon.strickland@htc.hargray.com  
 Phone: 843-227-1668  
 Project Completion Date: 12/31/2017  
 Project Name/Description: Sun City & Hilton Head Island, South Carolina FTTH - 50+ mile Fiber to the Home OSP Underground Construction

TDC2, LLC  
Town of Prosper  
CSP NO. 2020-39-B UNDERGROUND FIBER OPTIC CABLE INSTALLATION  
Maintenance & Support Costs

| Unit Description   | Unit of Measure | Unit Qty | Material Unit Cost | Labor Unit Cost | Total Unit Cost | Extended Unit Cost |
|--|-----------------|----------|--------------------|-----------------|-----------------|--------------------|
| 1-yr Maintenance & Restoration Services within 4hrs of outage report | Hour            | 1.00     | \$ -               | \$ 240.00       | \$ 240.00       | \$ 240.00          |

**Town of Prosper  
CSP NO. 2020-39-B UNDERGROUND FIBER OPTIC CABLE INSTALLATION  
Engineering & OSP Construction Project Timeline**

| Item # | Duration | START DATE | MILESTONE                                 | POSITION | DEPENDENCY / CRITICAL PATH |
|--------|----------|------------|---|----------|----------------------------|
| 1      | 1        | 2/14/20    | Bid Submission                            | 5        |                            |
| 2      | 10       | 2/15/20    | Bid Review, Award & Execution of Contract | -5       | Item 1                     |
| 3      | 3        | 2/25/20    | Notice to Proceed                         | 10       | Item 2                     |
| 4      | 31       | 2/28/20    | Engineering & Permitting                  | -10      | Item 3                     |
| 5      | 30       | 3/30/20    | OSP Construction, Splicing & Testing      | 15       | Item 4                     |
| 6      | 2        | 4/29/20    | Field Inspection & Redline Delivery       | -15      | Item 5                     |
| 7      | 5        | 5/1/20     | Contract Closeout                         | 5        | Item 6                     |



**CSP NO. 2020-39-B UNDERGROUND FIBER OPTIC CABLE INSTALLATION  
Warranty Information**

**WARRANTY:** If successful, **TDC2, LLC** warrants the materials, workmanship and work to be in conformance with the specifications included in this section for a minimum period of one (1) year from the date of acceptance of the work.

- A. Detailed warranty information shall be provided with response.
- B. The warranty binds the Successful respondent to correct any work that does not conform to such Specifications or any defects in workmanship or materials furnished which may be discovered within the warranty period.
- C. The successful respondent shall, at its own expense, correct such defect after receiving notice from the Town by repairing same to the condition called for in the specifications.
- D. The warranty shall cover parts, labor, travel and all other expenses.
- E. Warranty service shall be on a 24-hour/day, 365-day/year basis with an onsite response time not to exceed four (4) hours. The proposer shall certify that its proposed service facility shall initiate, within four (4) hours, repair to any critical system product that fails while under warranty.
- F. Service Under Warranty:
  - In the event it becomes necessary for the Town to contract out for warranty repairs, due to an inability or failure of the successful respondent to perform such repairs, the successful respondent shall reimburse the Town for all invoices for parts, labor, materials, travel, per-diem, consulting fees and all other related expenses such as shipping/handling costs to perform such repairs, within 30 days from presentation of an invoice from the Town. This shall only occur after the successful respondent has been given reasonable time and fair opportunity to respond and correct the problem.





# ADDITIONAL REMARKS SCHEDULE

|                                       |           |  |  |
|---------------------------------------|-----------|--|--|
| AGENCY<br>Marsh & McLennan Agency LLC |           | NAMED INSURED<br>TDC2, LLC<br>634 N. Ballard<br>Wylie TX 75098 |  |
| POLICY NUMBER                         |           | EFFECTIVE DATE:  |  |
| CARRIER                               | NAIC CODE |  |  |

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Additional Insureds: Town of Prosper (The Town), its officers, officials, employees, boards and commissions and volunteers - applies per the Blanket Additional Insured endorsement which grants additional insured status only where such status is required by a written contract.



### Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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**Contractors' General Liability Extension Endorsement****1. ADDITIONAL INSURED**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

**A. Controlling Interest**

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**B. Co-owner of Insured Premises**

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

**C. Lessor of Equipment**

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

**D. Lessor of Land**

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The



**Contractors' General Liability Extension Endorsement**

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**E. Lessor of Premises**

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**F. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits**

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
  - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - b. the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

**H. Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:



**Contractors' General Liability Extension Endorsement**

- a. the **Named Insured's** acts or omissions; or
  - b. the acts or omissions of those acting on the **Named Insured's** behalf,
- in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

**2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

**3. BODILY INJURY – EXPANDED DEFINITION**

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

**Bodily injury** means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

**4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE**

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

**A. BROAD KNOWLEDGE OF OCCURRENCE**

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

**B. NOTICE OF OCCURRENCE**

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

**5. BROAD NAMED INSURED**

**WHO IS AN INSURED** is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:
  - a. on the effective date of this **Coverage Part**; or

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b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

**6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK**

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

**k. Damage to Your Product**

**Property damage to your product** arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

**l. Damage to Your Work**

**Property damage to your work** arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

**B.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

**C.** This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

## 7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

**Insured Contract** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

## 8. ELECTRONIC DATA LIABILITY

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The Continental Insurance Co.

Insured Name: TDC2, LLC

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Policy No: 6017219823

Endorsement No: 6

Effective Date: 04/01/2019



**Contractors' General Liability Extension Endorsement**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

**p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

**Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

**Property damage** means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

**9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES**

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for



## Contractors' General Liability Extension Endorsement

**claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

## 10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

**Expected or Intended Injury**

**Bodily injury** or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

## 11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

**Contractors' General Liability Extension Endorsement**

- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

**12. IN REM ACTIONS**

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

**13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE**

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
- (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

**Contractual Liability**

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

**Discrimination**

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

**Dishonesty or Crime**

Any actual or alleged dishonest, criminal or malicious act, error or omission.

**Medicare/Medicaid Fraud**

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

**Services Excluded by Endorsement**

Any **health care incident** for which coverage is excluded by endorsement.

**C. DEFINITIONS** is amended to:

## i. add the following definitions:

**Health care incident** means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

- a. **professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

**Professional health care services** means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

**Professional health care services** does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

**Occurrence** means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

## a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and



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(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

**Other Insurance**

b. **Excess Insurance**

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

**14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

**WHO IS AN INSURED** is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

**15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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**Contractors' General Liability Extension Endorsement****j. Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

**Contractors' General Liability Extension Endorsement**

- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

**6.** Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a.** \$500,000; or
- b.** The Damage To Premises Rented To You Limit shown in the Declarations.

- E.** Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

**(ii)** That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

**16. LIQUOR LIABILITY**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**17. MEDICAL PAYMENTS**

- A. LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

**7.** Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1)** \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2)** the amount shown in the Declarations for Medical Expense Limit.



**Contractors' General Liability Extension Endorsement**

B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

**18. NON-OWNED AIRCRAFT**

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

**19. NON-OWNED WATERCRAFT**

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
- (a) less than 75 feet long; and
  - (b) not being used to carry persons or property for a charge.

**20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION**

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

**Knowing Violation of Rights of Another**

**Personal and advertising injury** caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
  - (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.
2. add the following exclusions:





### Contractors' General Liability Extension Endorsement

This insurance does not apply to:

**Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

**Premises Related Discrimination**

**discrimination or humiliation** arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1. **ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

#### 21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.
- B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

- 1. Paragraph **2.d.** is replaced by the following:
  - d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

- 2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:
 

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

#### 22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

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**Contractors' General Liability Extension Endorsement**

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

**23. SUPPLEMENTARY PAYMENTS**

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

**24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

**25. WAIVER OF SUBROGATION - BLANKET**

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim**.

**26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**

**Note:** The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



### Contractors' General Liability Extension Endorsement

2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. **Other Insurance** is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

**Consolidated (wrap-up) insurance program** means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

**Residential structure** means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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# Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
  - A. in the performance of your ongoing operations subject to such **written contract**; or
  - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    - 1. the **written contract** requires you to provide the additional insured such coverage; and
    - 2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- A. coverage broader than required by the **written contract**; or
- B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
  - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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Page 1 of 2

The Continental Insurance Co.

Insured Name: TDC2, LLC

Policy No: 6017219823

Endorsement No: 8

Effective Date: 04/01/2019

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### Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

#### Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

- 1. primary and non-contributing with other insurance available to the additional insured; or
- 2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

#### VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
- 2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
- 3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

#### VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  - 1. the **bodily injury** or **property damage**; or
  - 2. the offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTORS EXTENDED COVERAGE ENDORSEMENT  
- BUSINESS AUTO PLUS -**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**I. LIABILITY COVERAGE**

**A. Who Is An Insured**

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
  - b.** The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a.** Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b.** Does not apply to:
  - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employment"

name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

**B. Bail Bonds and Loss of Earnings**

**Section II, Paragraphs A.2. (2) and A.2. (4)** are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

**C. Fellow Employee**

**Section II, Paragraph B.5** does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

**II. PHYSICAL DAMAGE COVERAGE**

**A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**B. Transportation Expenses**

**Section III, Paragraph A.4.a.** is revised, with respect to transportation expense incurred by you, to provide:

- a.** \$60 per day, in lieu of \$20; subject to
- b.** \$1,800 maximum, in lieu of \$600.

**C. Loss of Use Expenses**

**Section III, Paragraph A.4.b.** is revised, with respect to loss of use expenses incurred by you, to provide:

- a.** \$1,000 maximum, in lieu of \$600.

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**D. Hired "Autos"**

The following is added to **Section III, Paragraph A.:**

**5. Hired "Autos"**

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
  - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
  - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

**E. Airbag Coverage**

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

**F. Electronic Equipment**

**Section III, Paragraphs B.4.c and B.4.d.** are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.

- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

**G. Diminution In Value**

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
  - (1) \$5,000; or
  - (2) 20% of the "auto's" actual cash value (ACV).

**III. Drive Other Car Coverage – Executive Officers**

The following is added to **Sections II and III:**

- 1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
  - a. An "auto" owned by that "executive officer" or a member of that person's household; or
  - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

**IV. BUSINESS AUTO CONDITIONS**

**A. Duties In The Event Of Accident, Claim, Suit Or Loss**

The following is added to **Section IV, Paragraph A.2.a.**:

(4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

(6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

**B. Transfer Of Rights Of Recovery Against Others To Us**

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or

damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

**C. Concealment, Misrepresentation or Fraud**

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

**D. Other Insurance**

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

**E. Policy Period, Coverage Territory**

**Section IV, Paragraph B. 7.(5).(a).** is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

**V. DEFINITIONS**

**Section V. Paragraph C.** is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

- 1.  Specific Waiver

Name of person or organization

- Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Operations: All Texas Operations

- 3. Premium:

The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

- 4. Advance Premium: Refer to Schedule of Operations

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



**CONFLICT OF INTEREST QUESTIONNAIRE****For vendor doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the gov

- Page 311 -

\_\_\_\_\_  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**BID BOND**

STATE OF TEXAS        )  
  )  
COUNTY OF COLLIN    )

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned, TDC2, LLC, whose address is 634 N. Ballard Ave., Wylie, TX 75098, hereinafter called Principal, and Liberty Mutual Insurance Company, a corporation organized and existing under the laws of the State of Massachusetts, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the Town of Prosper, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "Owner," in the penal sum of \$ Five Percent (5%) of Amount Bid--(5 A.B.) as the proper measure of liquidated damages arising out of or connected with the submission of a Bid Proposal for the construction of a public work project, in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to Owner a certain Bid Proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of:

**CSP NO. 2020-39-B**  
**UNDERGROUND FIBER OPTIC CABLE INSTALLATION**

**NOW, THEREFORE**, if the Principal's Proposal shall be rejected or, in the alternative, if the Principal's Proposal shall be accepted and the Principal shall execute and deliver a contract in the form of the Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish performance, payment and maintenance bonds required by the Contract Documents for the Project and provide proof of all required insurance coverages for the Project and shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void, otherwise the same shall remain in force and affect; it being expressly understood and agreed that the liability of the Surety for any breach of condition hereunder shall be in the face amount of this bond and forfeited as a proper measure of liquidated damages.

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

**AND PROVIDED FURTHER**, the Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Proposal; and said Surety does hereby waive notice of any such extension.

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

**IN WITNESS WHEREOF**, this instrument is executed and shall be deemed an original, this, the 14th day of February, 2020.



**ATTEST:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

**PRINCIPAL:**

TDC2, LLC  
Company Name

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title  
634 N. Ballard Ave.

\_\_\_\_\_  
Address  
Wylie, TX 75098

\_\_\_\_\_  
City State Zip  
972-423-9080

\_\_\_\_\_  
Phone Fax

**ATTEST:**

By: Kourtney Reece  
Signature  
Kourtney Reece

\_\_\_\_\_  
Printed Name  
Witness

\_\_\_\_\_  
Title  
P.O. Box 259015

\_\_\_\_\_  
Address  
Plano, Texas 75025

\_\_\_\_\_  
City State Zip  
469-997-6738 1-866-546-9684

\_\_\_\_\_  
Phone Fax

**SURETY:** Liberty Mutual Insurance Company

By: Sharon Cavanaugh  
Signature  
Sharon Cavanaugh


\_\_\_\_\_  
Printed Name  
Attorney-in-Fact

\_\_\_\_\_  
Title  
P.O. Box 259015

\_\_\_\_\_  
Address  
Plano, Texas 75025

\_\_\_\_\_  
City State Zip  
469-997-6738 1-866-546-9684

\_\_\_\_\_  
Phone Fax



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

NAME: Donnie Doan

STREET ADDRESS: 8144 Walnut Hill Lane, Floor 16

CITY, STATE, ZIP: Dallas, Texas 75231

**NOTE:** If Resident Agent is not a corporation, give a person's name.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Item No. 12.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201355

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Roxanne G. Brune, Sharon Cavanaugh, David R. Groppell, Sharen Groppell, Francine Hay, Beverly A. Ireland, Kurt A. Risk, Gloria Villa

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of June, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 4th day of June, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of February, 2020.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**TEXAS  
IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at  
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400  
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at  
1-800-252-3439

You may write the Texas Department of Insurance Consumer Protection (111-1A)  
P. O. Box 149091  
Austin, TX 78714-9091  
FAX: (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR  
POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**TEXAS  
AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al  
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400  
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al  
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)  
P. O. Box 149091  
Austin, TX 78714-9091  
FAX # (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

**UNA ESTE AVISO A SU POLIZA:**

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



EXHIBIT A REVISED

Attachment 3

Item No. 12.





## 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 – March 24, 2020**

**Agenda Item:**

Consider and act upon approving Change Order Number 07 for Bid No. 2019-52-B to McKee Utility Contractors, Inc., related to construction services for the Lower Pressure Plane Line Phase 1B project; and authorizing the Town Manager to execute Change Order Number 07 for same.

**Description of Agenda Item:**

At the May 14, 2019, Town Council meeting, McKee Utility Contractors, Inc., was awarded the bid for the Lower Pressure Plane Line Phase 1B project in the amount of \$8,588,580.00. The scope of this contract includes the construction, testing, and disinfection of 11,349 linear feet (LF) of 42" diameter pipe, 8,076 LF of 20" diameter pipe, 1,910 LF of 24" diameter pipe, and 480 LF of 36" diameter pipe, which is the continuation of our master planned water system. The notice to proceed was issued on June 10, 2019, with a contractual obligation of completion of April 5, 2020. The original project schedule had the project completed in summer 2020.

At this point, there are six (6) approved change orders that are briefly summarized below:

- Change Order Number 01 - \$1,227: One catholic protection station added to system.
- Change Order Number 02 - \$17,003: Conflict with drainage boxes at First Street & DNT requiring reconfiguration of the new pipeline tie-in, and temporarily securing a power pole next to the pipeline installation.
- Change Order Number 03 - \$3,811: Encountered an existing sanitary sewer line that required conversation to pressure pipe and backfilling with flow-able fill near the new water pipeline in order to meet TCEQ regulations.
- Change Order Number 04 - \$19,641: Resolved a conflict with a 48" RCP installed with the DNT SBFR project that required the 42" waterline to be adjusted lower than the plan elevation.
- Change Order Number 05 - \$24,000: The contractor experienced a delay on the project because of an unsecured easement and had to remobilize to a different section of the project to continue operations.

- Change Order Number 06 - \$8,350: Resolved a conflict with an existing 20” gas line that required the 42” waterline to be adjusted lower than the plan elevation.

This agenda item is for approval of the following change order:

- Change Order Number 07 - \$49,407: Conflict with the pipeline casing specifications on the contract plans versus the specifications approved on the permit issued by BNSF railroad for boring under the railroad (RR) right of way. The construction documents and bid documents had a 60” diameter casing with a wall thickness of 0.500 inches, and the RR permit required 0.719 inches of wall thickness for the 60” diameter casing. Of the \$49,407 proposed change order, the Town is paying \$18,708.80 for the upsizing of the wall thickness and the coating of the new casing, and the consultant engineer (Freese and Nichols) is paying the remaining costs of \$30,698.20.

The total dollar amount of Change Order Numbers 01-07 (\$123,439) represents 1.44% of the overall construction contract.

**Budget Impact:**

The total cost for Change Order Number 07 is \$49,407. The Town will pay \$18,708.80 and the consultant engineer will pay \$30,698.20 to the contractor. The Town’s amount of \$18,708.80 will be paid from Account Number 760-6610-10-00-1716-WA.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Change Order Number 07

**Town Staff Recommendation:**

Town staff recommends that the Town Council approve Change Order Number 07 for Bid No. 2019-52-B to McKee Utility Contractors, Inc., related to construction services for the Lower Pressure Plane Line Phase 1B project; and authorize the Town Manager to execute Change Order Number 07 for same.

**Proposed Motion:**

I move to approve Change Order Number 07 for Bid No. 2019-52-B to McKee Utility Contractors, Inc., related to construction services for the Lower Pressure Plane Line Phase 1B project; and authorize the Town Manager to execute Change Order Number 07 for same.



Change Order Number 07

Project Name: Lower Pressure Plane Water Line Phase-1B Prj. No.: 1716-WA  
 Contractor: McKee Utility Contractors, Inc. Bid No.: 2019-52-B  
 Contract Start: June 10, 2019

**Description of Change:**  
 Change Order Number 07 was due to a conflict between the construction documents and the permit issued by the BNSF Railroad for the thickness of the casing to be bored under the railroad tracks. The difference in thickness caused the casing material that was ordered by the contractor not to meet the specifications on the Railroad Permit. In order to be in compliance with the Permit the contractor had to order another casing that would meet the permit specifications. This resulted in additional charges for casing material, coating application, standby time for Railroad flagging crew, and equipment standby time. The total amount for Change Order Number 07 is \$49,407.00. In negotiations with the Consultant Engineer, the firm of Freese and Nichols, Inc. has agreed to cost participate in the amount of \$30,698.20 of the total change order amount of \$49,407.

| Mod/<br>New | Item<br>No. | Description   | Unit | Quantity |         | Unit<br>Cost | Cost<br>Change |
|-------------|-------------|---|------|----------|---------|--------------|----------------|
|             |             |   |      | Prev     | Chg New |              |                |
| New         | 1           | Costs for Upgrading 60" casing at railroad per permit | LS   | 0        | 1       | \$49,407.00  | \$49,407.00    |
|             |             |   |      |          |         |              |                |
|             |             |   |      |          |         |              |                |
|             |             |   |      |          |         |              |                |

Cost Adjustment this Change: \$49,407.00  
 Time Adjustment this Change: 0

*The compensation agreed upon in this Change Order is full, complete and final payment for all costs the Contractor may incur as a result of or relating to this change, whether said costs are known, unknown, foreseen or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged work as a result of this Change.*

Original Contract Amount: \$8,588,580.00  
 Previous Change Orders: (1-6) \$74,032.00  
 Current Change Order: \$49,407.00  
**Revised Contract Amount: \$8,712,019.00**

Issued by  
**TOWN OF PROSPER**

By \_\_\_\_\_  
 Signature Date

Original Contract Time: 300  
 Previous Change Orders: 4  
 Current Change Order: 0  
**Revised Subst. Compl. Date: April 9, 2020 304**

Accepted by  
**McKee Utility Contractors, Inc.**

By Tyler McKee 3/18/20  
 Signature Date

**Final Completion Date: May 9, 2020**

**ENGINEERING  
SERVICES**



**To: Mayor and Town Council**

**From: Hulon T. Webb, Jr., P.E., Director of Engineering Services**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – March 24, 2020**

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**Agenda Item:**

Consider and act upon an ordinance establishing a no parking zone on Wilson Drive from Coleman Street to Gray Lane.

**Description of Agenda Item:**

The Town has received complaints regarding parents parking along Wilson Drive at Coleman Street, blocking traffic. In order to provide safety for kids crossing Wilson Drive, the Police Department recommends restricting parking on Wilson Drive between Coleman Street and Gray Lane. The parking restriction will be on school days from 7AM-9AM and 2PM-4PM.

**Budget Impact:**

The estimated cost for signs and poles is \$600 and will be purchased from the Streets Department FY 2019-2020 Adopted Budget (Account Number 100-5640-50-01).

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Location Map
2. No Parking Ordinance

**Town Staff Recommendation:**

Town staff recommends that the Town Council adopt an ordinance establishing a no parking zone on Wilson Drive east of Coleman Street to Gray Lane.

**Proposed Motion:**

I move to adopt an ordinance establishing a no parking zone on Wilson Drive east of Coleman Street to Gray Lane.



# Location Map



TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2020-\_\_

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING DIVISION 2, "NO-PARKING ZONES," OF ARTICLE 12.05, "PARKING, STOPPING AND STANDING," OF CHAPTER 12, "TRAFFIC AND VEHICLES," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, BY ADDING A NEW SECTION 12.05.034, "WILSON DRIVE," TO PROHIBIT PARKING ON A PORTION OF WILSON DRIVE DURING CERTAIN HOURS OF THE DAY, AS MORE FULLY DESCRIBED HEREIN; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town of Prosper, Texas ("Town"), is a home-rule municipal corporation duly organized under the laws of the State of Texas; and

WHEREAS, the Texas Transportation Code, as amended, provides that the governing body of a municipality may adopt parking regulations; and

WHEREAS, the Town has investigated and determined that a no-parking zone on Wilson Drive, as more fully described herein, is both warranted and prudent, and it is the desire of the Town to adopt the following regulations related thereto.

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

**SECTION 1**

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

**SECTION 2**

Existing Division 2, "No-Parking Zones," of Article 12.05, "Parking, Stopping and Standing," of Chapter 12, "Traffic and Vehicles," of the Code of Ordinances is hereby amended by adding a new Section 12.05.034, "Wilson Drive," to read as follows:

**"ARTICLE 12.05      PARKING, STOPPING AND STANDING**

\* \* \*

**Division 2.      No-Parking Zones**

\* \* \*

**Sec. 12.05.034      Wilson Drive**

There shall be no parking on both sides of Wilson Drive from its intersection with North Coleman Street east one hundred fifty feet (150') to the intersection of Gray Lane, from 7:00 a.m. until 9:00

a.m. and from 2:00 p.m. until 4:00 p.m. on school days. A person commits an offense by violating any provision of this section.”

**SECTION 3**

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

**SECTION 4**

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

**SECTION 5**

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

**SECTION 6**

This Ordinance shall become effective after its passage and publication, as required by law.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 24TH DAY OF MARCH, 2020.**

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Melissa Lee, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

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



**To: Mayor and Town Council**  
**From: Alex Glushko, AICP, Planning Manager**  
**Through: Harlan Jefferson, Town Manager**  
**Re: Town Council Meeting – March 24, 2020**

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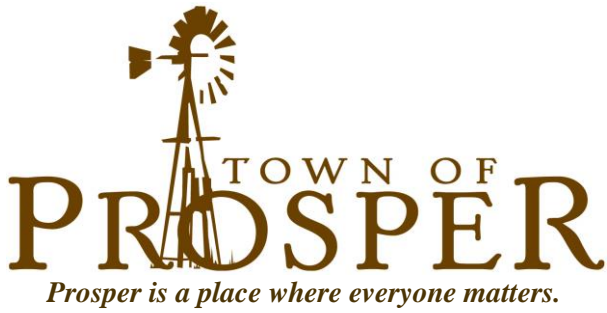
**Agenda Item:**

Conduct a Public Hearing, and consider and act upon an ordinance amending Chapter 3, Section 2, Definitions, of the Zoning Ordinance, regarding Automobile Storage. (Z20-0003). **(AG) [Item Withdrawn by Town]**

**Description of Agenda Item:**

This is a Town-initiated minor amendment to the Zoning Ordinance regarding the definition of Automobile Storage. Staff is withdrawing the request; therefore, the Public Hearing for this item is not needed. Staff is working on comprehensive amendments to the Zoning Ordinance, including non-residential design standards. The proposed amendment to the definition will be incorporated into these future, comprehensive amendments. Since this item has been withdrawn, no further action is required.

PLANNING



**To: Mayor and Town Council**

**From: Alex Glushko, AICP, Planning Manager**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – March 24, 2020**

**Agenda Item:**

Consider and act upon a request to allow for an alternative parking surface for Prosper United Methodist Church, located on the east side of Parvin Street, north of First Street. (MD20-0005).

**Description of Agenda Item:**

Prosper United Methodist Church has submitted a request to utilize gravel to create a temporary parking area for their office, located at 205 S. Parvin Street. The proposed gravel area is approximately 1,300 square feet in size, and located south of the existing driveway, as depicted below. The temporary parking area would be utilized until the Church has completed construction of their proposed facilities on the north side of Coleman Street, west of Preston Road. The Zoning Ordinance allows for use of alternative parking surfaces with Town Council approval. A letter from the applicant detailing the request is attached.



**Attached Documents:**

1. Location Map
2. Request Letter and Exhibit

**Staff Recommendation:**

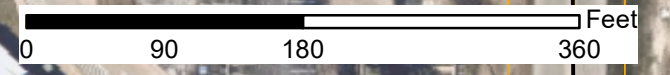
Staff recommends the Town Council approve the request for an alternative parking surface for Prosper United Methodist Church, located on the east side of Parvin Street, north of First Street with the requirement that the temporary parking area be removed within 60 days of the cessation of the Church offices at this location.

**Proposed Motion:**

I move to approve the request for an alternative parking surface for Prosper United Methodist Church, located on the east side of Parvin Street, north of First Street, with the requirement that the temporary parking area be removed within 60 days of the cessation of the Church offices at this location.



MD20-0002





Scott Ingalls, AICP  
Senior Planner  
Town of Prosper  
205 W. First Street  
Prosper, TX 75078

February 26, 2020

Re: Prosper United Methodist Church  
205 W. Parvin Street, Prosper, TX

Scott:

Attached is a drawing of what the Prosper United Methodist Church (“PUMC”) wants to do at the location described above. As you know, this residence is being used by PUMC as a temporary office for its staff. It will be continue to be used as such until PUMC moves into its new campus on Coleman Street, which is anticipated to be in two years.

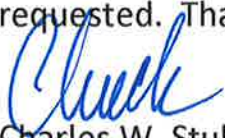
During this time, the staff and other members of PUMC work in and meet at the Parvin location on a regular basis. One place they regularly park is along the driveway and head into the adjoining property to the south – which is owned by PUMC. The area where the cars park extends off the driveway which is natural soil which, when it is wet, it becomes muddy. The purpose of this request is to mitigate the mess which is created when cars park off the driveway during times when the ground is wet.

What PUMC wants to do is to place gravel on top of the ground to provide a base for cars to park and be out of the mud. The area on which the gravel would be placed is owned by PUMC. The placement of the gravel would be temporary and it could be easily removed if/when a future use for that area requires it to be.



The use to which the property is being put has not changed since it was converted to a temporary office and it will not change in the future. This request is just to make the parking for those visiting the property less of a muddy mess when the ground is wet and not to accommodate more cars than are now parking at the site.

Please consider this request to place the gravel in the area shown on the attached drawing. If you need anything more from PUMC, please let me know. I am handling this for PUMC and will be responsible for providing you with whatever you need and, if requested, can meet with staff or attend a Council meeting if requested. Thanks.



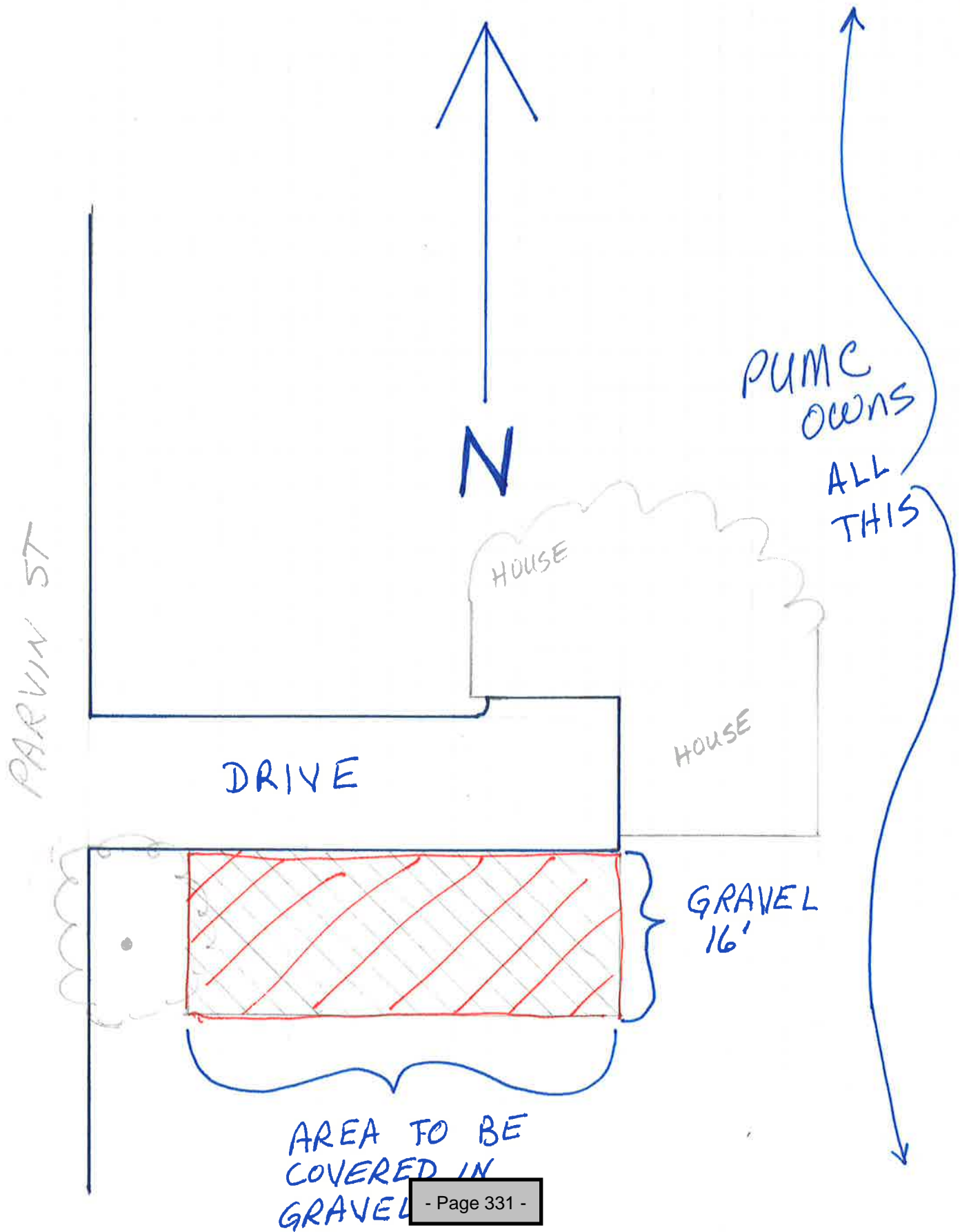
Charles W. Stuber

Member, PUMC

Cc: Jason McConnell, Pastor  
Prosper United Methodist Church

RECEIVED  
FEB 26 2020

BY: S. INGALLS



**PARKS AND RECREATION**



**To: Mayor and Town Council**

**From: Dudley Raymond, Director of Parks and Recreation**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – March 24, 2020**

**Agenda Item:**

Consider and act upon Amendment One to the License Agreement between the Town of Prosper and Prosper Historical Society relative to the location, construction and operation of the Veterans Memorial in Frontier Park.

**Description of Agenda Item:**

The Town entered into a License Agreement with the Prosper Historical Society on May 9, 2017 which granted a license to locate, construct and operate a Veterans Memorial at Frontier Park. The Agreement contained verbiage and sketches that illustrated the design intent of the memorial.

Amendment One to the License Agreement will allow room on the monument for the newly formed Space Force. The remainder of the original agreement and design sketches remain intact with the following modifications:

1. The five-sided obelisk is being modified to a six-sided obelisk. Height remains the same at twenty feet tall.
2. The bronze service plaques with the insignia of each branch will be moved from the tips of the star, to the base of the obelisk.
3. A sixth service plaque has been added to accommodate the newly formed Space Force.
4. Granite pavers with veteran’s names have been changed to brick pavers with veteran’s names.
5. The original design had six benches, the new design will include eight benches.

**Legal Obligations and Review:**

Terry Welch of Brown & Hofmeister, LLP, has reviewed Amendment One to the License Agreement as to form and legality.

**Attached Documents:**

1. License Agreement
2. Amendment One

**Town Staff Recommendation:**

Town Staff recommends that the Town Council approve Amendment One to the License Agreement between the Town of Prosper and Prosper Historical Society relative to the location, construction and operation of the Veterans Memorial in Frontier Park.

**Proposed Motion:**

I move to approve Amendment One to the License Agreement between the Town of Prosper and Prosper Historical Society relative to the location, construction and operation of the Veterans Memorial in Frontier Park.

**FIRST AMENDMENT TO LICENSE AGREEMENT**

**THIS FIRST AMENDMENT TO LICENSE AGREEMENT** ("Agreement") is made and entered into by and between the Town of Prosper, Texas ("Town"), and the Prosper Historical Society ("Society"), relative to the proposed Veterans' Memorial ("Veterans' Memorial") in Frontier Park in the Town, as follows:

**WHEREAS**, on or about May 9, 2017, the Town and the Society entered into a License Agreement ("2017 Agreement") relative to the construction and operation of a Veterans' Memorial in Frontier Park in the Town; and

**WHEREAS**, the Society has proposed a revision to Exhibit B to the 2017 Agreement to include six (6) service plaques and move the location to the base of the obelisk;

**WHEREAS**, the Society has proposed a revision to Exhibit B to the 2017 Agreement to include eight (8) benches;

**WHEREAS**, the Society has proposed a revision to Exhibit B to the 2017 Agreement to include brick pavers with veteran's names instead of granite pavers with veteran's names;

**WHEREAS**, the Society has proposed a revision to Exhibit B to the 2017 Agreement to six-side, as reflected in attached Exhibit B, incorporated by reference.

**NOW, THEREFORE**, the Town and the Society agree as follows:

1. Exhibit B to the 2017 Agreement shall be replaced by Exhibit B, attached hereto and incorporated by reference.
2. All other provisions of the 2017 Agreement shall remain in full force and effect.

**APPROVED:**

**TOWN OF PROSPER, TEXAS**

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

\_\_\_\_\_  
Date

**APPROVED:**

PROSPER HISTORICAL SOCIETY

  
James S. Livingstone, President

3/12/20  
Date

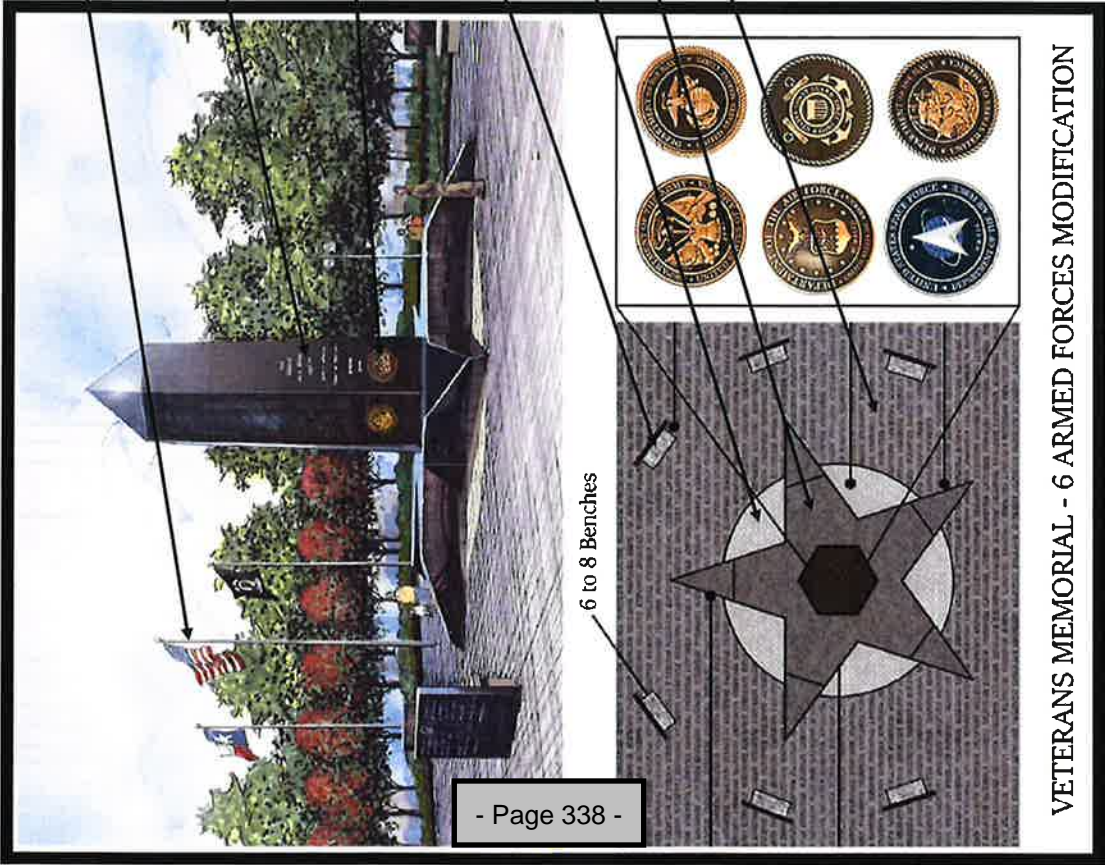
**EXHIBIT B**  
**(Revised Design Standards)**





Veterans Memorial at Frontier Park  
Conceptual Site Plan  
Prosper, Texas Page 17 of 18





Flagpoles for the United States, POW, and Texas Flags with lights so that they can be flown at night.

Black granite monolith with engraved paragraph honoring the prosper military service men and women who lost their lives while fighting for our freedom.

Bronze plaques with insignia of each branch of the Service.

Stone benches with granite. Backs will display names of all Prosper military service men and women.

Bricks with veteran names.

Granite star monument with beveled points.

Specialty pavers (fill entire circle area).

VETERANS MEMORIAL - 6 ARMED FORCES MODIFICATION

**Veterans Memorial Dimensions**

Each star point is 30 feet from the center of the memorial, 60 feet total maximum length  
The benches are 10 feet from the star points  
The three flags are 40 feet from the benches  
The monolith has a height of 20 feet tall

**NOTE: All dimensions are approximate, and subject to field changes. Any such field changes shall be subject to the approval of the Executive Director of Development & Community Services**

**LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** (“Agreement”) is made and entered into by and between the Town of Prosper, Texas (“Town”), and the Prosper Historical Society (“Society”), relative to the location, construction and operation of a proposed Veterans’ Memorial (“Veterans’ Memorial”) in Frontier Park in the Town, as follows:

**WHEREAS**, the Society has provided the Town with a conceptual site plan (“Site Plan”) for a Veterans’ Memorial to be located in the Town; and

**WHEREAS**, the Town is amenable to the Society being granted a license to construct and operate a Veterans’ Memorial in Frontier Park in the Town, subject to the terms contained herein.

**NOW, THEREFORE**, the Town and the Society agree as follows:

1. As depicted in attached Exhibit A, incorporated by reference, the Society is granted a License (“License”) by the Town to construct and operate a Veterans’ Memorial inside the “circle” property (the “Circle Property”) located on the northwest side of Frontier Park in the Town.

2. The Veterans’ Memorial shall be constructed in accordance with the Site Plan, and specific design standards and dimensions referenced in attached Exhibit B, incorporated by reference, and shall be located fully inside the Circle Property in Frontier Park in the Town. In no event shall the existing public access to and across the Circle Property be limited or otherwise impeded by the Veterans’ Memorial; however, the existing sidewalk in the center of the Circle Property may be removed, subject to Town approval of such removal standards. Any changes to the Site Plan and specific design standards and dimensions shall be subject to the approval of the Town.

3. The Town and the Society agree and acknowledge that due to the Circle Property being part of a public park, pursuant to Section 253.001 of the Texas Local Government Code, the Town cannot convey said Circle Property to the Society, and pursuant to Chapter 26 of the Texas Parks and Wildlife Code, the Town cannot allow the leasing of the Circle Property to the Society. Consequently, the Town agrees to grant a License to the Society for the construction and operation of the Veterans’ Memorial. This Agreement shall not be construed as a lease or as a conveyance of any right, title or interest in the Circle Property but instead, this Agreement shall constitute solely a grant of the privilege, permit and license for the Society. The Society acknowledges that it has examined the Circle Property and that the Town does not warrant or guarantee the suitability of the location for the Veterans’ Memorial.

4. Any reference to the Society in this Agreement shall apply to any subcontractors, lessees, employees or others who construct or operate the Veterans’ Memorial on behalf of the Society.

5. The term of the License referenced herein shall begin on the Effective Date and, in the event construction of the Veterans' Memorial has not commenced within five (5) years from the date of Effective Date of this Agreement, as determined by the Town in its sole discretion, this Agreement shall be null and void, and of no further force and effect, and the Town shall have no further obligations to the Society. For purposes of this Agreement, the Effective Date shall be the date that the Mayor of the Town executes this Agreement. Upon the completion of the construction of the Veterans' Memorial, the term of the License shall continue until there is a default by the Society which is not cured by the Society within the time periods set forth in Section 21, below.

6. The Society agrees that in the construction of the Veterans' Memorial, it shall engage fully qualified, experienced and competent contractors and subcontractors, and shall coordinate the construction and all construction-related activities with the Town. The Society shall have complete responsibility for the day-to-day operation of the Veterans' Memorial and shall ensure that a qualified individual is available and empowered to act on any problems that may arise from the use or operation of the Veterans' Memorial.

7. Upon completion of construction of the Veterans' Memorial, the Town shall pay for all utilities on the Circle Property, including any water, sewer, electricity and gas consumed in or by the Veterans' Memorial, and shall endeavor to maintain any meters or utility connections in good order and repair during the term of this Agreement.

8. The Society, including any subcontractors, lessees, employees or others engaged by the Society relative to the operation of the Veterans' Memorial:

(a) Shall not do or permit to be done anything which may interfere with the use, effectiveness or accessibility of Frontier Park, the drainage and sewage system, fire protection system, sprinkler systems, alarm system, fire hydrants and hoses, if any, installed or located on or within Frontier Park;

(b) Shall not do or permit to be done any act or thing which will invalidate or conflict with any fire or other casualty insurance policies covering Frontier Park or any part thereof; and

(c) Shall not use the Veterans' Memorial for any purpose other than those referenced in this Agreement.

9. The Town, at its own expense, shall endeavor to maintain the Veterans' Memorial and keep any surrounding areas or grounds free from litter and refuse. The Society shall have the sole obligation to repair or replace any personalized or custom brick pavers.

10. The Town at its sole cost and expense shall provide for standard trash pickup by the Town or its franchised solid waste operator.

11. The Society, including any subcontractors, lessees or others engaged by the Society, shall defend, indemnify, and hold harmless the Town and its officers, agents, employees, successors and assigns from any and all claims, losses, costs, damages, expenses and liabilities, including attorneys' fees, for or from loss of life or damage or injury to any person or property of any person, including, without limitation, the agents, employees, invitees and licensees of any of the parties arising out of, connected with or incidental to, either directly or indirectly, the construction of the Veterans' Memorial, or the exercise of the Society's (or any subcontractor's, lessee's or others') rights or obligations under this Agreement.

12. The provisions of Paragraph 11 shall survive the expiration or earlier termination of this Agreement.

13. Upon completion of construction of the Veterans' Memorial, the Town shall provide appropriate insurance for the Veterans' Memorial, consistent with the Town's insurance coverage for other Town property.

14. The Town and the Society agree and acknowledge that from time to time there may be special events at Frontier Park, such as weddings, graduations and other occasions where Frontier Park may be rented to outside groups. Accordingly, the Town and the Society will coordinate calendaring of special events. Town approval is required for any special event permits (if necessary) to determine scheduling priorities for Frontier Park.

15. Other than Town-approved signage identifying the Veterans' Memorial, no placement or posting of signs, notices, advertisements, handbills, flyers or similar documentation shall be permitted at the Veterans' Memorial, in an effort to maintain the solemnity of the Veterans' Memorial and limit visual and actual clutter.

16. The Society shall not assign, transfer, convey, mortgage, or otherwise dispose of this Agreement or its right to execute it, or its right, title, or interest in it or to it, except by express written consent of the Town.

17. The Society shall not assign or sublease any part of this Agreement without the previous written consent of the Town. In the event of any assignment or sublease by the Society, the Society shall not be relieved of any of its obligations under this Agreement.

18. The Society shall be and will remain solely responsible to the Town for the construction and operation of the Veterans' Memorial, as well as for any acts or faults of any of its contractors, subcontractors or lessees, and of such contractor's, subcontractor's or lessee's officers, agents and employees.

19. Nothing in this Agreement shall be construed to create any third-party beneficiaries under this Agreement.

20. The Society represents and warrants as follows:

(a) The Society is duly organized under the laws of the State of Texas, and the Society has all requisite power and authority to enter into this Agreement, to perform its obligations under this Agreement and to consummate the transactions contemplated by this Agreement without the approval of any third party.

(b) All necessary corporate action has been taken by the Society with respect to the execution, delivery and performance by the Society of this Agreement, and the consummation of the transactions contemplated by this Agreement. This Agreement is and will be a legal, valid and binding obligation of the Society enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and moratorium laws and other laws of general application affecting the enforcement of creditors' rights generally.

(c) The Society is in compliance with all laws, ordinances, regulations, and orders applicable to its business and its property and has no notice or knowledge of any violations, whether actual, claimed or alleged, thereof.

(d) No representation or warranty made by the Society in this Agreement, and no exhibit, schedule, statement, certificate or other writing furnished to the Town by or on behalf of the Society pursuant to this Agreement or in connection with the transactions contemplated by this Agreement, contains or will contain, any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements misleading.

21. Each of the following shall constitute a default by the Society:

(a) The Society becomes insolvent, makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property, which default is not cured within forty-five (45) days after notice from the Town to the Society;

(b) By order or decree of a court, the Society is adjudged bankrupt or an order is made approving a petition filed by any of the creditors the Society, under the federal bankruptcy laws or any law or statute of the United States or of any state thereof, and which bankruptcy is not dismissed within forty-five (45) days after notice from the Town to the Society;

(c) A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute is filed against the Society



and is not dismissed within forty-five (45) days after notice from the Town to the Society;

(d) Any lien is filed against the Society because of any act or omission of the Society and is not removed or discharged within forty-five (45) days after notice from the Town to the Society; provided, however, there shall be no default for such lien if the Society is contesting such lien in good faith, and if a final judgment is rendered against the Society, so long as the Society satisfies such judgment within thirty (30) days after such final judgment is rendered.

(e) The Society voluntarily abandons, deserts, vacates or discontinues its operations at the Veterans' Memorial, and such default is not cured within forty-five (45) days after notice from the Town to the Society; or

(f) The Society fails to keep, perform, and observe every other promise or obligation set forth in this Agreement on its part to be kept, performed or observed, and such failure continues forty-five (45) days after receipt of notice of default under the Agreement except where fulfillment of its obligation requires activity over a period of time, and the Society has commenced to perform to the satisfaction of the party providing notice whatever may be required for fulfillment within thirty (30) days after receipt of the notice and continues such performance without interruption.

22. Upon occurrence of any of the aforementioned or at any time thereafter during the continuance thereof, and failure of the Society to cure such default within the time period(s) set forth in Section 21, above, the Town may at its option, exercise concurrently or successively any one or more of the following rights and remedies: termination of the Agreement upon five (5) days' notice to the Society; upon 24 hours' notice, enter and perform the action, if possible, that the Society has failed to perform, either with or without the institution of summary or another legal proceedings or otherwise; and exercise any and all additional rights and remedies that the Town may have at law or in equity.

23. Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

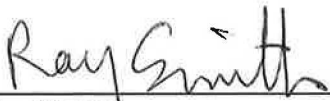
If to the Town: Town of Prosper, Texas  
P.O. Box 307  
Prosper, Texas 75078  
Att'n: Town Manager's Office

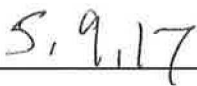
If to the Society: Prosper Historical Society  
P.O. Box 221  
Prosper, Texas 75078

With a copy to: Fielder Nelms  
Smith, Stern, Friedman & Nelms, P.C.  
14160 Dallas Parkway, Suite 800  
Dallas, Texas 75254

**APPROVED:**

**TOWN OF PROSPER, TEXAS**

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

  
\_\_\_\_\_  
Date


**APPROVED:**

**PROSPER HISTORICAL SOCIETY**

  
\_\_\_\_\_  
Donna Elliott, President

  
\_\_\_\_\_  
Date

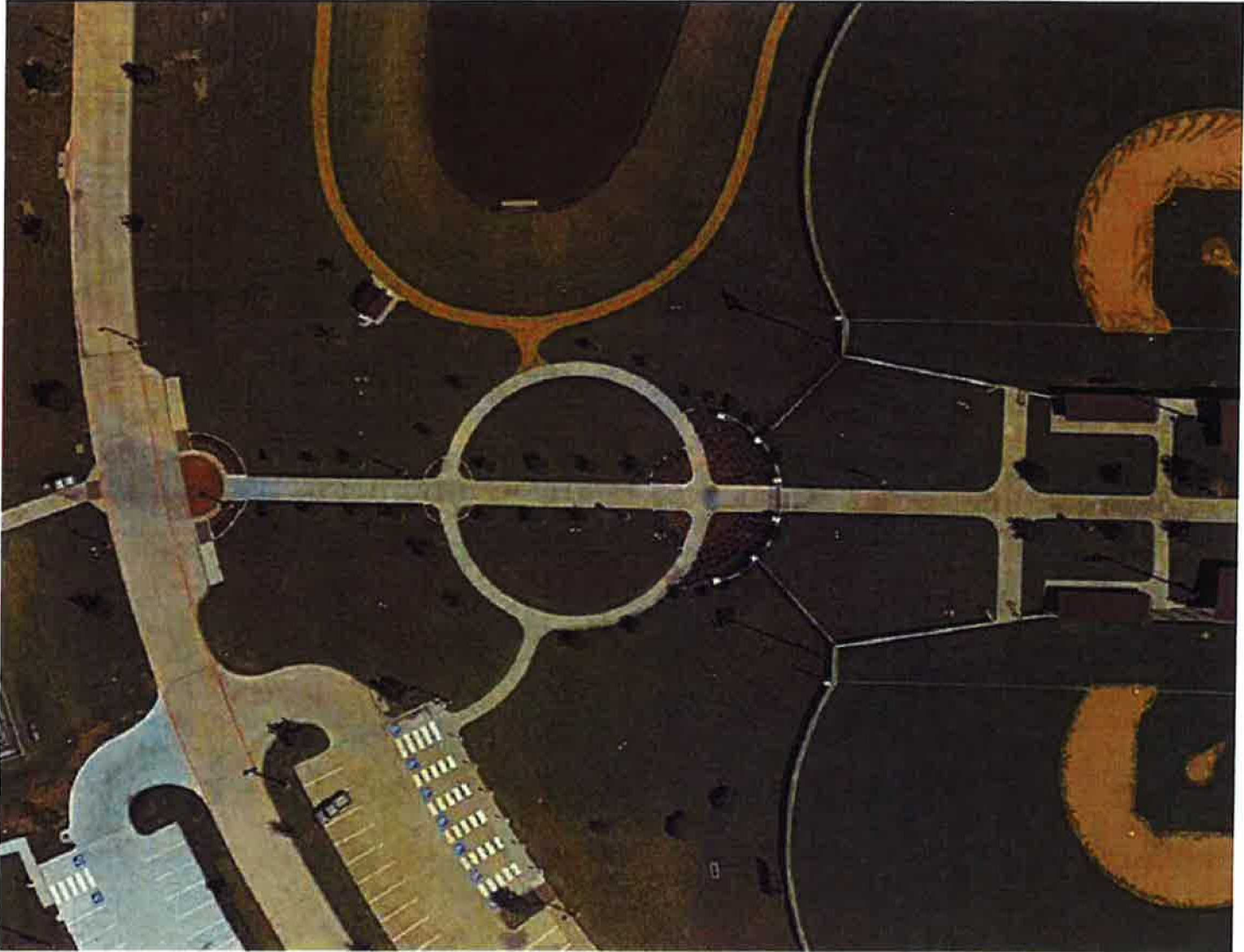
  
\_\_\_\_\_  
Jack Dixon, Director

  
\_\_\_\_\_  
Date



**EXHIBIT A**  
**(Circle Property Depiction)**

**Exhibit "A"**  
**1 of 2**



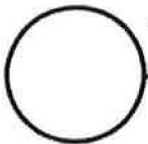
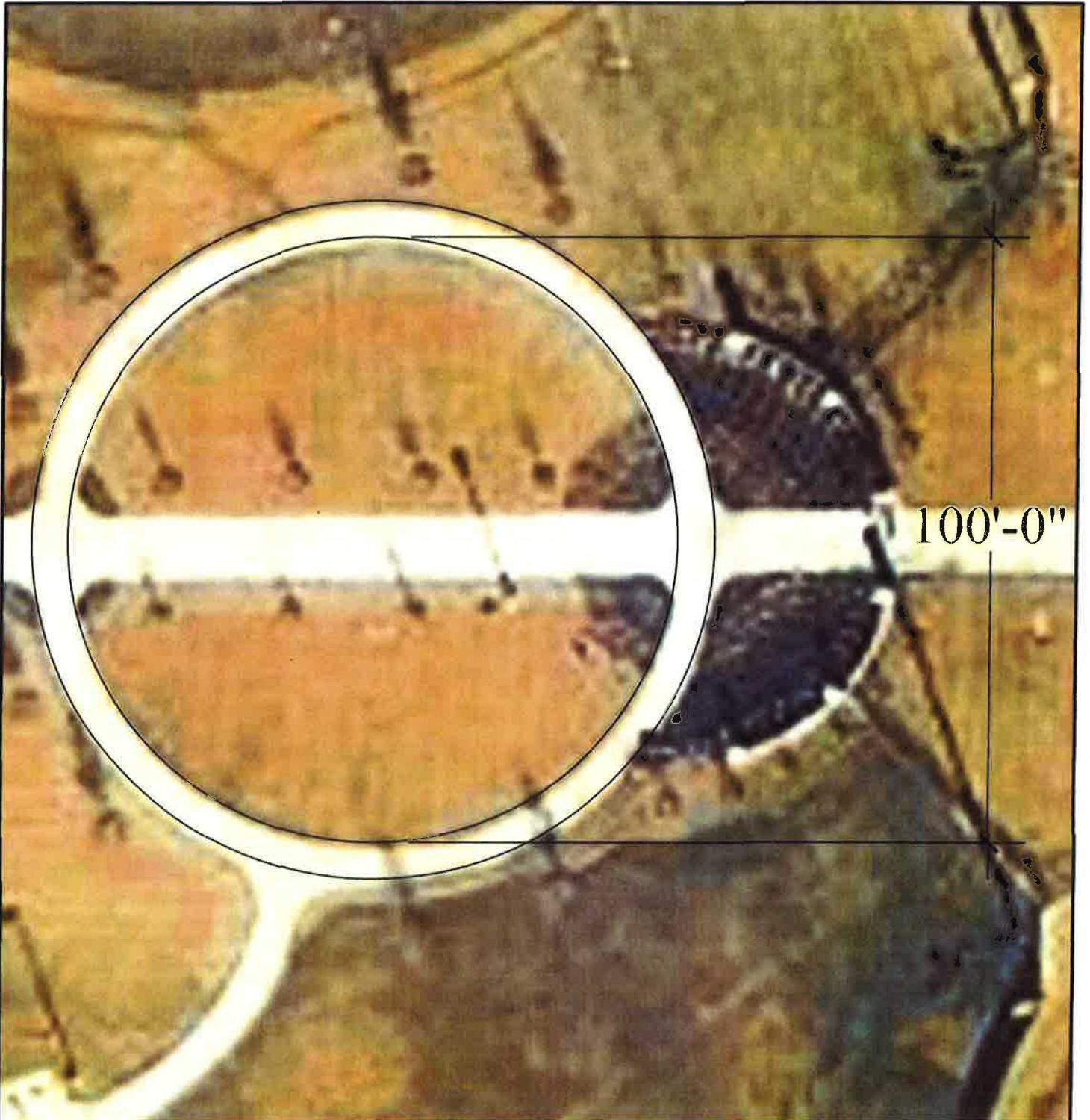
 **Frontier Park Aerial (West Side)**



# Exhibit "A"

Item No. 17.

2 of 2



**Frontier Park - Memorial Location**



**EXHIBIT B**

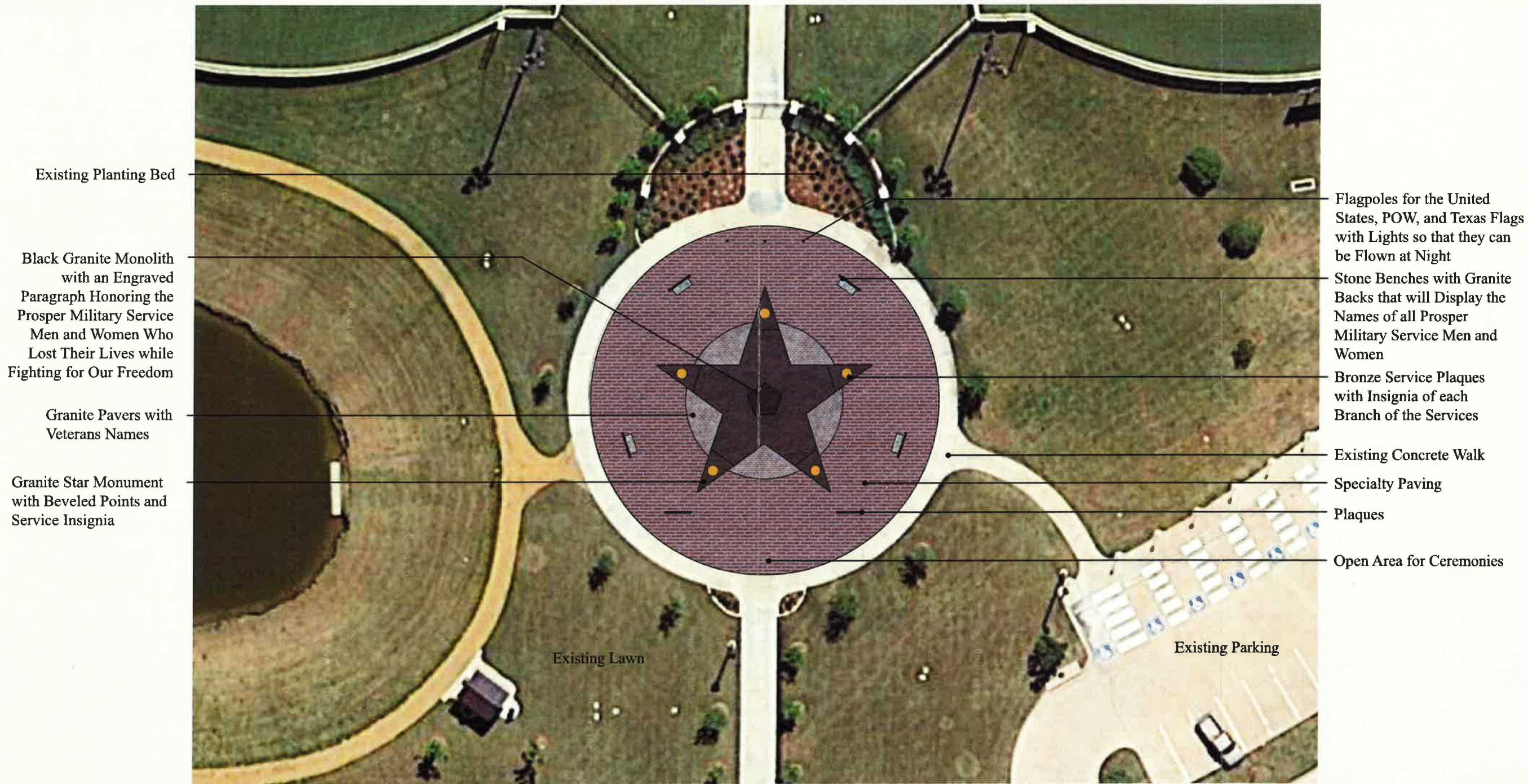
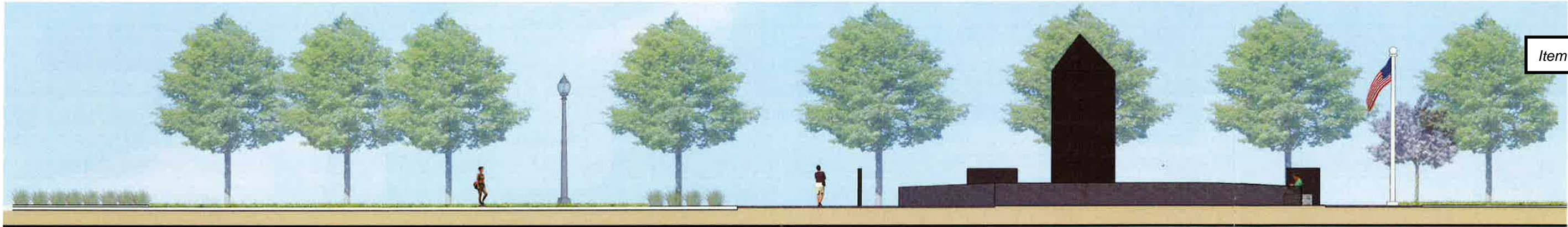
**(Site Plan, Design Standards and Dimensions)**





Veterans Memorial at Frontier Park  
Conceptual Site Plan  
Prosper, Texas Page 11 of 13





Existing Planting Bed

Black Granite Monolith with an Engraved Paragraph Honoring the Prosper Military Service Men and Women Who Lost Their Lives while Fighting for Our Freedom

Granite Pavers with Veterans Names

Granite Star Monument with Beveled Points and Service Insignia

Existing Lawn

Flagpoles for the United States, POW, and Texas Flags with Lights so that they can be Flown at Night

Stone Benches with Granite Backs that will Display the Names of all Prosper Military Service Men and Women

Bronze Service Plaques with Insignia of each Branch of the Services

Existing Concrete Walk

Specialty Paving

Plaques

Open Area for Ceremonies

Existing Parking



### **Veterans Memorial Dimensions**

Each star point is 30 feet from the center of the memorial, 60 feet total maximum length

The benches are 10 feet from the star points

The three flags are 40 feet from the benches

The monolith has a height of 20 feet tall

NOTE: All dimensions are approximate, and subject to field changes. Any such field changes shall be subject to the approval of the Executive Director of Development & Community Services