



Prosper is a place where everyone matters.

Agenda
Prosper Town Council Meeting
Council Chambers
Prosper Town Hall
250 W. First Street, Prosper, Texas
Tuesday, August 11, 2020
5:45 PM

Notice Regarding Public Participation

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

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

Join the Zoom Meeting by clicking on the following link:

<https://us02web.zoom.us/j/87189889684>

Enter Meeting ID: 87189889684

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

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

Enter Meeting ID: 87189889684

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

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

Call to Order/ Roll Call.

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

Announcements of recent and upcoming events.

Presentations.

1. Unity Table Proclamation **(RB)**
2. Recognition of Bond Committee **(CS)**

CONSENT AGENDA:

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

3. Consider and act upon the minutes from the July 28, 2020, Town Council Meeting. **(ML)**

- [4.](#) Receive the June financial report. **(BP)**
- [5.](#) Receive the Quarterly Investment Report. **(BP)**
- [6.](#) Consider and act upon an ordinance establishing the 2020 certified appraisal roll. **(BP)**
- [7.](#) Consider and act upon scheduling a Public Hearing on the FY 2020-2021 Proposed Budget. **(BP)**
- [8.](#) Consider and act upon scheduling a Public Hearing for the FY 2020-2021 proposed tax rate. **(BP)**
- [9.](#) Consider accepting submission of the 2020 no-new-revenue tax rate of \$0.515548 per \$100 taxable value and the voter-approval tax rate of \$0.550300 per \$100 taxable value. **(BP)**
- [10.](#) Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Halff Associates, Inc., and the Town of Prosper, Texas, related to the Downtown Monument Project (1922-PK). **(DR)**
- [11.](#) Consider and act upon authorizing the Town Manager to execute an Agreement to Contribute Right of Way Funds between the Texas Department of Transportation and the Town of Prosper, Texas, related to the construction of FM 1461 (Frontier Parkway) from SH 289 (Preston Road) to west of County Road 166. **(HW)**
- [12.](#) Consider and act upon an ordinance amending the Zoning Ordinance regarding Permitted Uses and Definitions, and Development Requirements, including but not limited to Landscaping, Parking, Screening, and Non-Residential Design and Development Standards. (Z20-0010). **(AG)**

CITIZEN COMMENTS

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

REGULAR AGENDA:

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

Items for Individual Consideration:

- [13.](#) Conduct a Public Hearing, and consider and act upon a request to modify the development standards of Planned Development-40 (PD-40), for Windsong Ranch, generally to modify the residential development standards, including, but not limited to building material, roofing, window, and building encroachment regulations. (Z20-0015). **(AG)**
- [14.](#) Consider and act upon an ordinance ordering a General Election to be held on November 3, 2020, and authorizing the Town Manager to execute contracts with the Collin County Election Administration, the Denton County Election Administration, and the Prosper Independent School District for joint election services. **(ML)**

- [15.](#) Consider and take action on an ordinance calling a bond election in the Town on November 3, 2020, and providing for the administration of the election. **(CS)**
- [16.](#) Consider and act upon an ordinance ordering a Special Local Option Election to be held on November 3, 2020, for the purpose of legalizing the sale of all alcoholic beverages for off-premise consumption only, and legalizing the sale of mixed beverages in restaurants by food and beverage certificate holders only. **(ML)**
- [17.](#) Submission of the FY 2020-2021 Proposed Budget and Budget Message by the Town Manager. **(BP)**
- [18.](#) Consider and act upon a proposed FY 2020-2021 property tax rate. **(BP)**
- [19.](#) Consider and act upon awarding Bid No. 2020-75-B to Mario Sinacola & Sons Excavating, Inc., related to construction services for the Prosper Trail – Coit Rd to Custer Rd 2-Lanes (CIP No. 2008-ST) project; and authorizing the Town Manager to execute a construction agreement for same. **(HW)**
- [20.](#) Discussion on Third Floor Remodeling project and Public Works Modular Building. **(RB)**

EXECUTIVE SESSION:

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

Section 551.087 – To discuss and consider economic development incentives.

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

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

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

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

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

Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Friday, August 7, 2020, and remained so posted at least 72 hours before said meeting was convened.

Melissa Lee, Town Secretary

Date Notice Removed

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

NOTICE

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

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



Prosper is a place where everyone matters.

Minutes

Prosper Town Council Meeting
 Council Chambers
 Prosper Town Hall
 250 W. First Street, Prosper, Texas
 Tuesday, July 28, 2020

Call to Order/ Roll Call.

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

Council Members Present:

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

Staff Members Present:

Harlan Jefferson, Town Manager
 Terry Welch, Town Attorney
 Melissa Lee, Town Secretary
 Robyn Battle, Executive Director of Community Services
 Chuck Springer, Executive Director of Administrative Services
 Betty Pamplin, Finance Director
 January Cook, Purchasing Manager
 Rebecca Zook, Executive Director of Development & Infrastructure Services
 John Webb, Development Services Director
 Hulon Webb, Engineering Services Director
 Dan Heischman, Assistant Director of Engineering Services - Development
 Alex Glushko, Planning Manager
 Frank Jaromin, Director of Public Works
 Leigh Johnson, Director of Information Technology
 Dudley Raymond, Director of Parks and Recreation

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

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

Announcements of recent and upcoming events.

July is Parks and Recreation Month, and the Prosper Parks and Recreation Department encourages residents to enjoy the variety of parks, trails, and recreation programs that the Town has to offer. Visit the Parks and Recreation Facebook page, or www.prosperparksandrec.org for more information.

July is also Smart Irrigation Month, and the Town of Prosper's Water Education Program offers several ways to save money and conserve water during the hot summer months. A Do-It-Yourself

Drip Irrigation Virtual Class will be presented on Tuesday, August 4 at 6:00 p.m. via Microsoft Teams. Registration is available on the Water Conservation page on the Town Website.

Residents are encouraged to visit the Prosper Book Trail at Eagles Landing Park located behind Rucker Elementary School. Take a walk through the park, and enjoy the news books that are posted every few weeks.

Presentations.

Harlan Jefferson, Town Manager, presented Council an update on the We Prosper Together Campaign. The charitable giving campaign coordinates community support for Prosper nonprofits that provide food, shelter and basic necessities through collaboration between the Town, Chamber, Rotary Club and Atmos Energy. To date the campaign has raised over \$125,000 for Prosper nonprofits.

1. Presentation of a Proclamation to Dr. Drew Watkins in honor of his service to the Prosper Independent School District. (RB)

Council presented Dr. Drew Watkins a proclamation honoring his 18 years with the Prosper Independent School District.

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 July 14, 2020, Town Council Meeting. (ML)**
- 3. Consider and act upon approving the purchase of computer hardware, from Centre Technologies, Inc., through the Texas Department of Information Resources (DIR) Purchasing Contract; and authorizing the Town Manager to execute the same. (LJ)**
- 4. Consider and act upon Ordinance 2020-56 amending Section 12.09.004 "School Traffic Zones" of Chapter 12 "Traffic and Vehicles" of the Town's Code of Ordinances by modifying the limits and hours of operation of such zones. (DH)**
- 5. Consider and act upon authorizing the Town Manager to execute a Development Agreement between Monte Kauffman and the Town of Prosper, Texas, related to the redevelopment of 208 E. First Street. (MD20-0011) (AG)**
- 6. Consider and act upon whether to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any Site Plan or Preliminary Site Plan. (AG)**

Councilmember Miller made a motion and Deputy Mayor Pro-Tem Dixon seconded the motion to approve all items on the Consent Agenda.

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

CITIZEN COMMENTS

There were no citizen comments.

REGULAR AGENDA:**Items for Individual Consideration:**

7. **Conduct a Public Hearing, and consider and act upon a request for a Sign Waiver for Cook Children's Medical Center, located on the northeast corner of US 380 and Windsong Parkway, regarding Construction Fence Signage. (MD20-0012). (AG)**

Alex Glushko, Planning Manager, provided information on the waiver. The applicant is proposing continuous signage, approximately five and a half feet (5.5') in height to be located along the entry drive into the proposed hospital site for a length of approximately 475'. The applicant is also proposing standard green construction fencing along US 380 and at the north side of the hospital, in accordance with the Sign Ordinance.

Council had questions on how often the signs would be replaced due to weather and deterioration. The applicant, Kevin Greene with Cook Children's Medical Center, responded the signs would be replaced as necessary due to deterioration.

Mayor Smith Opened the Public Hearing.

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

After discussion, Councilmember Miller made a motion and Mayor Pro-Tem Vogelsang seconded the motion to approve the Sign Waiver for Cook Children's Medical Center, located on the northeast corner of US 380 and Windsong Parkway, regarding Construction Fence Signage (MD20-0012).

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

8. **Conduct a Public Hearing, and consider and act upon a request to rezone 27.4± acres from Planned Development-65 (PD-65) to Planned Development-Single Family (PD-SF), located on the south side of Prairie Drive, east of Legacy Drive. (Z20-0014). (AG)**

Alex Glushko, Planning Manager, provided information on the prospective builder who has indicated that a substantial number of the houses will be single-story in height. The development standards proposed are necessary to facilitate the construction of larger single-story houses. The developer and prospective builder are proposing reduced setbacks to accommodate their single-story home floorplans. As such, the developer is proposing a minimum percentage of the lots be developed with single-story homes.

Council discussed setback reduction and the integrity of building standards. Deputy Mayor Pro-Tem Dixon questioned the maximum dwelling size for Type A lots of 2,200 square feet and requested it be set at 2,350 square feet. Clint Richardson representing the developer discussed the single-story minimum percentage of 50%

and reduced development density overall. Staff will present the ordinance and development agreement to Council at a later meeting date.

Mayor Smith Opened the Public Hearing.

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

After discussion, Deputy Mayor Pro-Tem Dixon made a motion and Councilmember Ray seconded the motion to approve the request to rezone 27.4± acres from Planned Development-65 (PD-65) to Planned Development-Single Family (PD-SF), located on the south side of Prairie Drive, east of Legacy Drive (Z20-0014) subject to:

- (1) Approval of a Development Agreement, which will include right-of-way and easement dedication and masonry and architectural standards consistent with the attached elevations;
- (2) The Planned Development Standards, Exhibit C, shall be revised: maximum dwelling size for Type A lots shall be 2,350 square feet and maximum dwelling size for Type B lots shall be 2,600 square feet; and
- (3) Plate height shall be included in the final version of the development standards of the Planned Development ordinance to be considered for final approval by the Town Council.

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

9. **Consider and act upon Ordinance 2020-57 amending Ordinance No. 19-65 (FY 2019-2020 Budget) and Capital Improvement Plan. (BP/HW)**
10. **Consider and act upon authorizing the Town Manager to execute Contract Amendment #1 to the Professional Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the Custer Road Pipeline and Meter Vault Relocation project. (HW)**
11. **Consider and act upon awarding Bid No. 2020-62-B to Wilson Constructors, Inc., related to construction services for the Custer Road Pump Station Meter Vault Relocation project; and authorizing the Town Manager to execute a construction agreement for same. (HW)**
12. **Consider and act upon authorizing the Town Manager to execute a Standard Utility Agreement (SUA) U-Number U16097 between the Texas Department of Transportation and the Town of Prosper, Texas, for the reimbursement of costs incurred in adjustment, removal and relocation of the Town's water facilities along Custer Road (FM2478), up to the amount of eligibility for State participation. (HW)**

Mayor Smith opened Items 9,10, 11 and 12 concurrently.

Hulon Webb, Engineering Services Director, provided an overview Items 9,10, 11 and 12. The location, cost estimate and construction schedule for the Custer Road Pump Station Meter Vault Relocation project was provided. Director Webb clarified an error on the staff report for Item 11, and an update to the staff report for Item 12.

After discussion, Deputy Mayor Pro-Tem Dixon made a motion and Councilmember Ray seconded the motion to approve Ordinance 2020-57 amending Ordinance No. 19-65 (FY 2019-2020 Budget) and Capital Improvement Plan.

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

Deputy Mayor Pro-Tem Dixon made a motion and Councilmember Andres seconded the motion authorizing the Town Manager to execute Contract Amendment #1 to the Professional Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the Custer Road Pipeline and Meter Vault Relocation project.

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

Deputy Mayor Pro-Tem Dixon made a motion and Councilmember Hodges seconded the motion awarding Bid No. 2020-62-B to Wilson Contractor Services, LLC, related to construction services for the Custer Road Pump Station Meter Vault Relocation project; and authorizing the Town Manager to execute a construction agreement for same.

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

Deputy Mayor Pro-Tem Dixon made a motion and Councilmember Hodges seconded the motion authorizing the Town Manager to execute a Standard Utility Agreement (SUA) U-Number U16097 between the Texas Department of Transportation and the Town of Prosper, Texas, for the reimbursement of costs incurred in adjustment, removal and relocation of the Town's water facilities along Custer Road (FM2478), up to the amount of eligibility for State participation.

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

13. Discussion and Presentation on the Continuous Process Improvement (CPI) Program. (CS)

Chuck Springer, Executive Director of Administrative Services, briefed Council on the Continuous Process Improvement (CPI) Program. Town staff began an implementation of a lean/six sigma-based program in early 2019. Implementation of the program, accomplishments and on-going efforts were presented.

Councilmember Ray discussed the Lean Six Sigma program and recommended it due to its industry recognized certification program.

14. Budget Work Session Follow-Up Discussion. (BP)

Betty Pamplin, Finance Director, provided a VERN fund analysis, a five-year review of CIP funding sources and a multi-year professional services summary as a follow up to discussions from the budget work session held on June 18, 2020.

EXECUTIVE SESSION:

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

Section 551.087 – To discuss and consider economic development incentives.

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

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

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

Section 551.071 - Consultation with the Town Attorney regarding legal issues associated with short term rentals of property, and all matters incident and related thereto.

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

The Town Council recessed into Executive Session at 7:37 p.m.

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

The Town Council reconvened the Regular Session at 9:00 p.m.

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

Rescind the Town Council authorization for the execution of an Economic Development Incentive agreement with Merit Roofing Systems, Inc.

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

Councilmember Miller made a motion and Mayor Pro-Tem Vogelsang seconded the motion to appoint Amy Bartley to fill the unexpired term of Joe Grinstead, Planning & Zoning Commission Place 4.

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

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

Councilmember Ray requested a future agenda item regarding a change request for the Public Safety Building replacing the interior office solid doors for doors with windows.

Adjourn.

The meeting was adjourned at 9:02 p.m. on Tuesday, July 28, 2020.

These minutes approved on the 11th day of August 2020.

APPROVED:

Ray Smith, Mayor

ATTEST:

Melissa Lee, Town Secretary

DRAFT



MONTHLY FINANCIAL REPORT as of June 30, 2020 Budgetary Basis

Prepared by
Finance Department

August 11, 2020

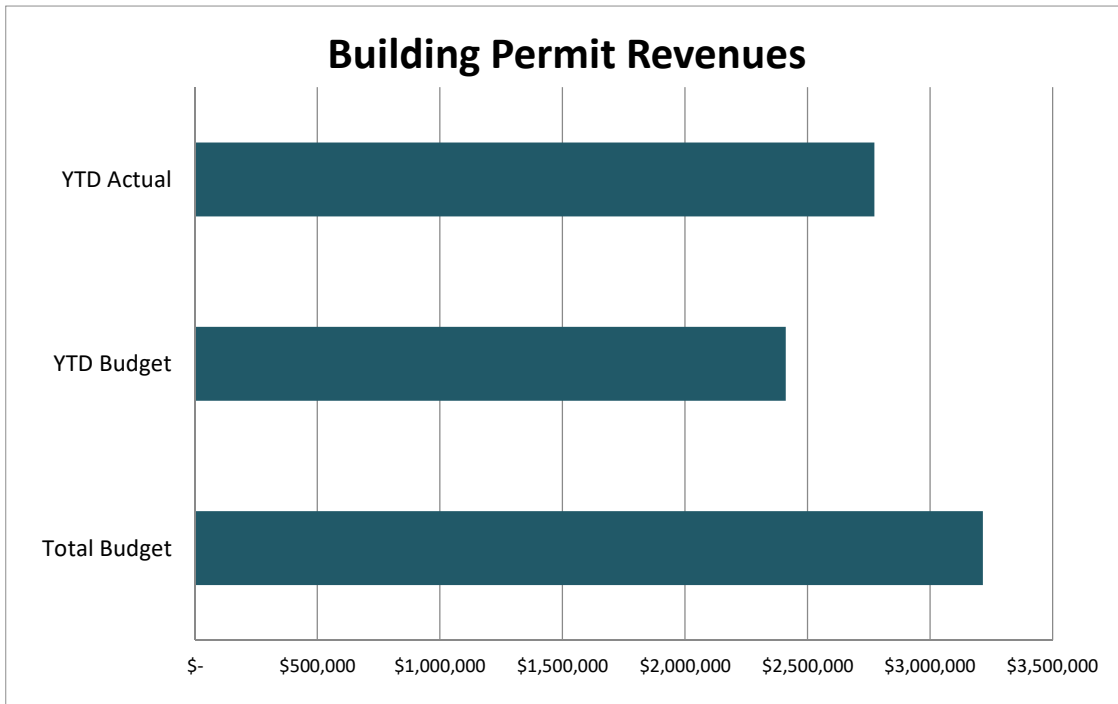
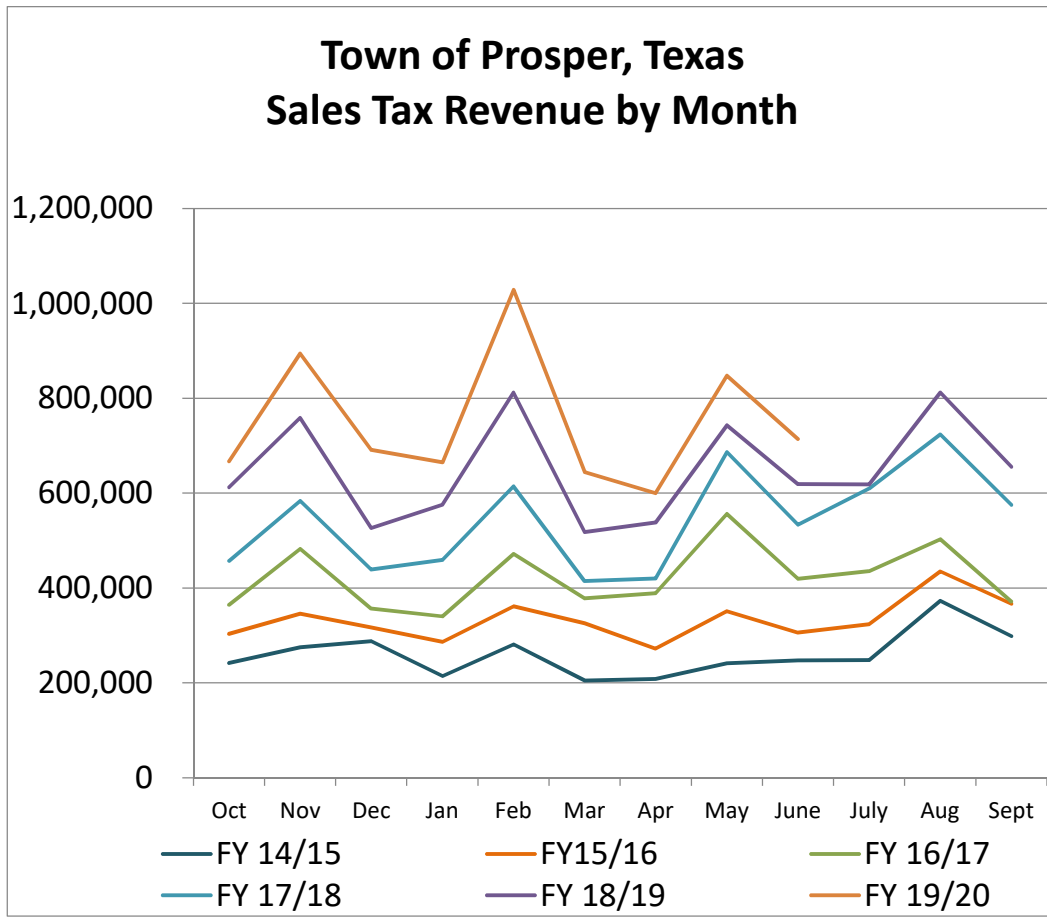
TOWN OF PROSPER, TEXAS

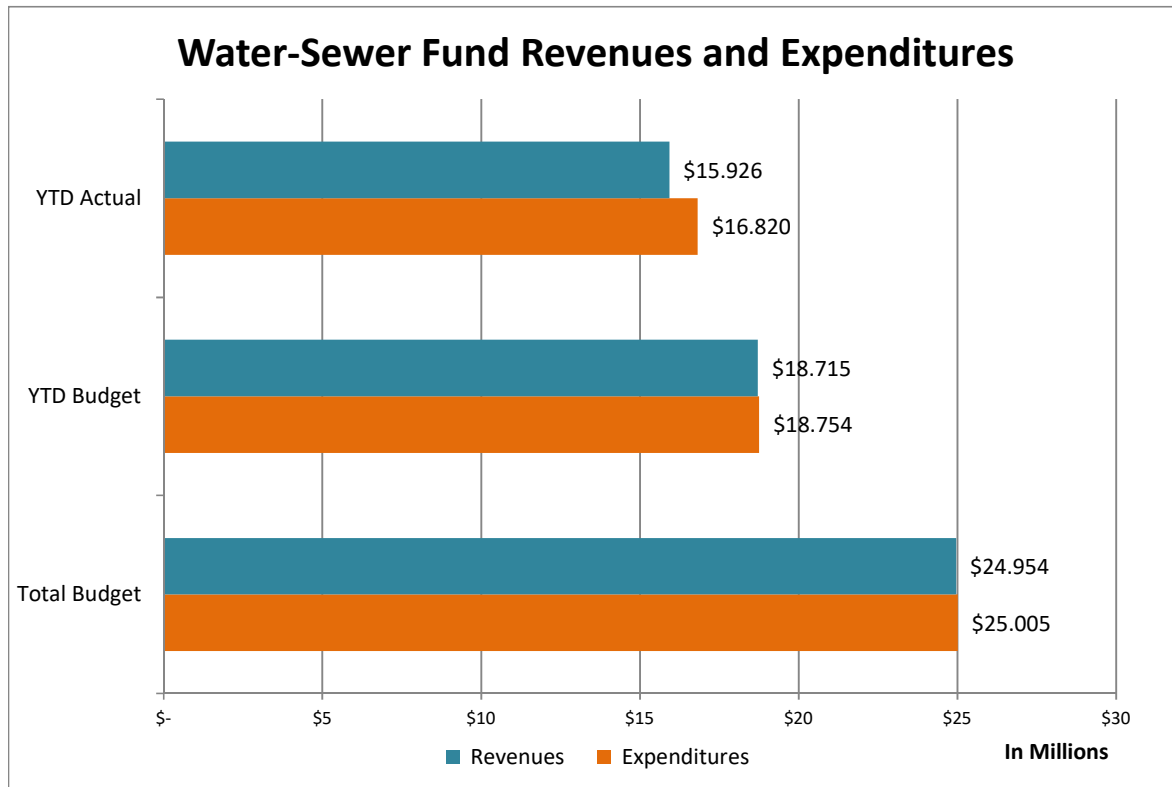
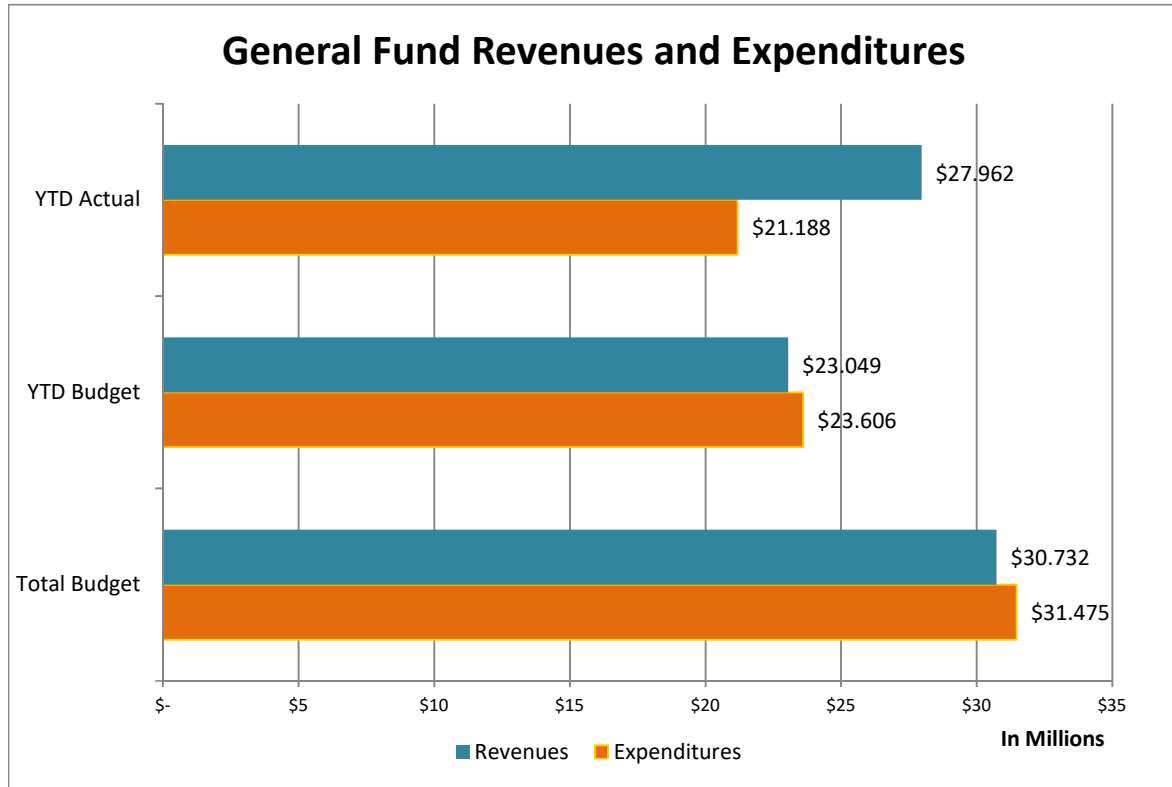
MONTHLY FINANCIAL REPORT

JUNE 2020

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TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
June 30, 2020
Expected Year to Date Percent 75%

GENERAL FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actuals	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actuals	Change from Prior Year
REVENUES										
Property Taxes	\$ 16,570,933	\$ -	\$ 16,570,933	\$ 16,853,124	\$ -	\$ (282,191)	102%	1	\$ 14,459,411	17%
Sales Taxes	5,011,936	-	5,011,936	4,210,379	-	801,557	84%		3,953,644	6%
Franchise Fees	1,731,375	-	1,731,375	1,007,024	-	724,351	58%	2	899,773	12%
Building Permits	3,215,472	-	3,215,472	2,773,387	-	442,085	86%		2,448,462	13%
Other Licenses, Fees & Permits	1,089,881	-	1,089,881	1,264,767	-	(174,886)	116%		952,883	33%
Charges for Services	428,997	-	428,997	355,509	-	73,488	83%		292,521	22%
Fines & Warrants	474,163	-	474,163	240,931	-	233,232	51%	6	372,254	-35%
Intergovernmental Revenue (Grants)	54,000	404,672	458,672	77,194	-	381,478	17%	5	38,602	100%
Investment Income	300,249	-	300,249	184,118	-	116,131	61%		241,862	-24%
Transfers In	989,087	-	989,087	741,815	-	247,272	75%		661,156	12%
Miscellaneous	201,447	15,000	216,447	162,497	-	53,950	75%		208,146	-22%
Park Fees	245,280	-	245,280	91,284	-	153,996	37%	7	167,717	-46%
Total Revenues	\$ 30,312,820	\$ 419,672	\$ 30,732,492	\$ 27,962,029	\$ -	\$ 2,770,463	91%		\$ 24,696,429	13%
EXPENDITURES										
Administration	\$ 5,442,762	\$ (303,473)	\$ 5,139,289	\$ 3,909,099	\$ 303,060	\$ 927,130	82%	3	\$ 6,136,533	-36%
Police	5,496,662	134,545	5,631,207	3,392,818	197,059	2,041,329	64%		3,048,590	11%
Fire/EMS	6,384,111	1,292,878	7,676,989	5,309,220	285,471	2,082,297	73%		6,273,059	-15%
Public Works	2,963,896	249,840	3,213,736	2,569,386	127,630	516,720	84%	4	3,076,953	-16%
Community Services	4,631,138	105,060	4,736,198	3,012,357	219,732	1,504,109	68%		2,837,657	6%
Development Services	3,211,836	26,403	3,238,239	1,917,534	553,019	767,686	76%	3	2,023,063	-5%
Engineering	1,734,793	104,576	1,839,369	1,078,049	73,988	687,332	63%		793,010	36%
Total Expenses	\$ 29,865,198	\$ 1,609,829	\$ 31,475,027	\$ 21,188,463	\$ 1,759,960	\$ 8,526,603	73%		\$ 24,188,864	-12%
REVENUE OVER (UNDER) EXPENDITURES	\$ 447,622	\$ (1,190,157)	\$ (742,535)	\$ 6,773,566					\$ 507,565	
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>\$ 16,655,058</u>					<u>\$ 8,646,830</u>	

Notes

- Property taxes are billed in October and the majority of collections occur December through February.
- Franchise fees and other various license and fees are paid quarterly or annually.
- Departments encumber funds for contracts that usually reflect the entire budget which is why we see budgets exceed the expected 9/12 to date.
For example: Town Manager professional services; various IT projects; and third party plan review and inspections.
- The adopted budget included \$1.25M for Prosper Trail (Coit to Custer). These funds have been transferred to the CIP fund.
- Grant revenues are recorded when received. The largest grant revenue expected is for the fire SAFER grant. The first reimbursement was received in July.
- Court Fine collections have been impacted by COVID-19. Municipal Court was shut down for the months of April and May.
Virtual Court was implemented in July to assist with case resolution and collections.
- Park fee collections have been impacted by COVID-19. Park programs for Spring were cancelled.
Some of this revenue has an offsetting expense which is down in relation.

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
June 30, 2020
Expected Year to Date Percent 75%

WATER-SEWER FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Water Charges for Services	\$ 13,623,413	\$ -	\$ 13,623,413	\$ 8,863,971	\$ -	\$ 4,759,442	65%		\$ 6,404,116	38%
Sewer Charges for Services	7,051,798	-	7,051,798	5,405,964	-	1,645,834	77%		4,901,650	10%
Sanitation Charges for Services	1,377,830	-	1,377,830	1,029,549	-	348,281	75%		942,565	9%
Licenses, Fees & Permits	54,258	-	54,258	137,299	-	(83,041)	253%	3	121,172	13%
Water Penalties	1,675	-	1,675	1,400	-	275	84%		1,150	22%
Utility Billing Penalties	112,200	-	112,200	50,182	-	62,018	45%	4	99,296	-49%
Investment Income	142,024	-	142,024	94,856	-	47,168	67%		115,713	-18%
Other	2,590,428	-	2,590,428	342,960	-	2,247,468	13%	5	266,091	29%
Total Revenues	\$ 24,953,626	\$ -	\$ 24,953,626	\$ 15,926,182	\$ -	\$ 9,027,444	64%		\$ 12,851,754	24%
EXPENDITURES										
Administration	\$ 2,396,949	\$ (16,575)	\$ 2,380,374	\$ 1,658,855	\$ 68,989	\$ 652,530	73%		\$ 1,962,814	-15%
Debt Service	3,930,237	-	3,930,237	2,167,711	1,762,966	(440)	100%	1	1,468,385	48%
Water Purchases	5,690,642	(100,000)	5,590,642	3,470,830	-	2,119,812	62%		3,814,774	-9%
Public Works	12,938,373	165,121	13,103,494	9,522,313	859,780	2,721,402	79%	2	6,537,699	46%
Total Expenses	\$ 24,956,201	\$ 48,546	\$ 25,004,747	\$ 16,819,709	\$ 2,691,734	\$ 5,493,304	78%		\$ 13,783,672	22%
REVENUE OVER (UNDER) EXPENDITURES	\$ (2,575)	\$ (48,546)	\$ (51,121)	\$ (893,527)					\$ (931,918)	
Beginning Working Capital October 1			8,069,636	8,069,636					7,869,816	
Ending Working Capital			\$ 8,018,515	\$ 7,176,109					\$ 6,937,898	

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.
- Customer penalties are currently being waived due to COVID-19.
- Budgeted in this category is a reimbursement from TxDOT for the Custer Road Meter Station and Water Line Relocations.

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WATER-SEWER FUND

	Jun-20		Jun-19		Growth %
	WATER	SEWER	WATER	SEWER	Change
# of Accts Residential	9,087	8,398	8,206	7,528	11.13%
# of Accts Commercial	335	296	338	256	6.23%
Consumption-Residential	159,721,040	50,571,731	110,540,360	49,984,285	31.00%
* Consumption-Commercial	11,474,770	6,616,970	16,557,490	6,699,550	-22.21%
Average Residential Water Consumption	17,577		13,471		30.48%
Billed (\$) Residential	1,066,863.75	489,389.59	747,716.28	461,953.67	
Billed (\$) Commercial	430,304.23	91,306.17	286,822.08	87,911.08	
Total Billed (\$)	\$1,497,167.98	\$ 580,695.76	\$ 1,034,538.36	\$ 549,864.75	31.14%

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

	Average rainfall for June is 3.85			
	Jul-19	0.78	Jul-18	0.25
Rainfall	Aug-19	2.44	Aug-18	2.99
	Sep-19	Trace of rain	Sep-18	12.69
	Oct-19	4.42	Oct-18	15.66
	Nov-19	1.80	Nov-18	0.86
	Dec-19	1.17	Dec-18	4.55
	Jan-20	5.00	Jan-19	1.58
	Feb-20	3.88	Feb-19	1.29
	Mar-20	6.75	Mar-19	2.01
	Apr-20	1.90	Apr-19	6.75
	May-20	7.54	May-19	8.15
	Jun-20	5.35	Jun-19	4.13

	Average Monthly	Average Cumulative
October	9.7%	9.7%
November	6.6%	16.2%
December	5.5%	21.7%
January	4.7%	26.4%
February	4.6%	30.9%
March	4.5%	35.5%
April	6.3%	41.8%
May	7.7%	49.5%
June	10.7%	60.1%
July	11.5%	71.6%
August	15.2%	86.7%
September	13.3%	100.0%

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DEBT SERVICE FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Property Taxes-Delinquent	\$ 185,713	\$ -	\$ 185,713	\$ 157,971	\$ -	\$ 27,742	85%	1	\$ 78,175	102%
Property Taxes-Current	6,625,000	-	6,625,000	6,790,660	-	(165,660)	103%	1	5,902,237	15%
Taxes-Penalties	45,000	-	45,000	45,236	-	(236)	101%	1	30,203	50%
Interest Income	45,000	-	45,000	66,403	-	(21,403)	148%		68,806	-3%
Total Revenues	\$ 6,900,713	\$ -	\$ 6,900,713	\$ 7,060,269	\$ -	\$ (159,556)	102%		\$ 6,079,421	16%
EXPENDITURES										
Professional Services	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ (2,500)			\$ 2,500	0%
2008 CO Bond Payment	-	-	-	-	-	-			-	
2010 Tax Note Payment	-	-	-	-	-	-			-	
2011 Refunding Bond Payment	-	-	-	-	-	-			-	
2012 GO Bond Payment	190,000	-	190,000	190,000	-	-	100%	2	185,000	3%
2012 CO Bond Payment	-	-	-	-	-	-			58,650	
2013 GO Refunding Bond	165,000	-	165,000	-	165,000	-	100%	2	-	
Bond Administrative Fees	20,000	-	20,000	440	-	19,560	2%		9,940	
2014 GO Bond Payment	280,000	-	280,000	-	280,000	-	100%	2	-	
2015 GO Bond Payment	500,100	-	500,100	500,100	-	-	100%	2	175,000	186%
2015 CO Bond Payment	215,000	-	215,000	215,000	-	-	100%	2	60,000	258%
2016 GO Debt Payment	616,500	-	616,500	616,500	-	-	100%	2	946,800	-35%
2016 CO Debt Payment	45,000	-	45,000	45,000	-	-	100%	2	90,000	-50%
2017 CO Debt Payment	-	-	-	-	-	-			355,000	
2017 GO Debt Payment	405,000	-	405,000	405,000	-	-	100%	2	35,000	1057%
2018 GO Debt Payment	135,000	-	135,000	135,000	-	-	100%	2	115,000	17%
2018 CO Debt Payment	160,000	-	160,000	160,000	-	-	100%	2	895,000	-82%
2019 CO Debt Payment	967,754	-	967,754	967,753	1	-	100%	2	-	
2019 GO Debt Payment	140,000	-	140,000	140,000	-	-	100%	2	-	
Bond Interest Expense	3,183,386	-	3,183,386	1,563,238	1,620,148	-	100%	2	1,413,704	11%
Total Expenditures	\$ 7,022,740	\$ -	\$ 7,022,740	\$ 4,940,531	\$ 2,065,149	\$ 17,060	100%		\$ 4,341,594	14%
REVENUE OVER (UNDER) EXPENDITURES	\$ (122,027)	\$ -	\$ (122,027)	\$ 2,119,738					\$ 1,737,827	
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>\$ 4,676,550</u>					<u>\$ 4,296,057</u>	

Notes

- Property taxes are billed in October and the majority of collections occur December through February.
- The Town has encumbered the annual debt service payments that are paid in February and August.

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CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	\$ 1,338,204	\$ -	\$ 1,338,204	\$ 1,103,862	\$ -	\$ 234,342	82%	2	\$ 707,777	56%
Interest Income	5,000	-	5,000	450	-	4,550	9%	1	-	
Other	-	-	-	-	-	-			-	
Total Revenue	\$ 1,343,204	\$ -	\$ 1,343,204	\$ 1,104,312	\$ -	\$ 238,892	82%		\$ 707,777	56%
EXPENDITURES										
Personnel	\$ 1,308,204	\$ 18,951	\$ 1,327,155	\$ 858,853	\$ -	\$ 468,302	65%		\$ 892,540	-4%
Other	-	-	-	243	-	(243)			48,665	-100%
Total Expenditures	\$ 1,308,204	\$ 18,951	\$ 1,327,155	\$ 859,096	\$ -	\$ 468,059	65%		\$ 941,206	-9%
REVENUE OVER (UNDER) EXPENDITURES	\$ 35,000	\$ (18,951)	\$ 16,049	\$ 245,216					\$ (233,428)	
Beginning Fund Balance October 1			170,443	170,443					-	
Ending Fund Balance Current Month			<u>\$ 186,492</u>	<u>\$ 415,659</u>					<u>\$ (233,428)</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.

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

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	\$ 1,338,204	\$ -	\$ 1,338,204	\$ 1,102,458	\$ -	\$ 235,746	82%	2	\$ 707,694	56%
Interest Income	5,000	-	5,000	-	-	5,000	0%	1	-	
Other	-	-	-	-	-	-			-	
Total Revenue	\$ 1,343,204	\$ -	\$ 1,343,204	\$ 1,102,458	\$ -	\$ 240,746	82%		\$ 707,694	56%
EXPENDITURES										
Personnel	\$ 1,308,204	\$ -	\$ 1,326,274	\$ 1,009,073	\$ -	\$ 317,201	76%		\$ 972,434	4%
Other	-	-	-	243	-	(243)			28,853	-99%
Total Expenditures	\$ 1,308,204	\$ -	\$ 1,326,274	\$ 1,009,316	\$ -	\$ 316,958	76%		\$ 1,001,288	1%
REVENUE OVER (UNDER) EXPENDITURES	\$ 35,000	\$ -	\$ 16,930	\$ 93,142					\$ (293,593)	
Beginning Fund Balance October 1			15,585	15,585					-	
Ending Fund Balance Current Month			<u>\$ 32,515</u>	<u>\$ 108,727</u>					<u>\$ (293,593)</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
REVENUES										
Grant Revenue	\$ 182,788	\$ -	\$ 182,788	\$ -	\$ -	\$ 182,788	0%	3	\$ -	
Other Reimbursements	124,600	-	124,600	75,429	-	49,171	61%	1	97,700	-23%
Interest Income	30,000	-	30,000	40,336	-	(10,336)	134%		40,868	-1%
Transfers In	1,913,713	108,969	2,022,682	1,517,011	-	505,671	75%		1,226,547	24%
Total Revenue	\$ 2,251,101	\$ 108,969	\$ 2,360,070	\$ 1,632,776	\$ -	\$ 727,294	69%		\$ 1,365,115	20%
EXPENDITURES										
Vehicle Replacement	\$ 787,517	\$ 524,275	\$ 1,311,792	\$ 971,255	\$ 163,364	\$ 177,172	86%	2	\$ 512,044	90%
Equipment Replacement	26,000	-	26,000	25,948	-	52	100%	2	292,910	-91%
Technology Replacement	82,650	-	82,650	51,193	33,597	(2,139)	103%	2	64,660	-21%
Total Expenditures	\$ 896,167	\$ 524,275	\$ 1,420,442	\$ 1,048,396	\$ 196,961	\$ 175,085	88%		\$ 869,614	21%
REVENUE OVER (UNDER) EXPENDITURES	\$ 1,354,934	\$ (415,306)	\$ 939,628	\$ 584,380					\$ 495,501	
Beginning Fund Balance October 1			2,895,043	2,895,043					2,337,780	
Ending Fund Balance Current Month			<u>\$ 3,834,671</u>	<u>\$ 3,479,423</u>					<u>\$ 2,833,281</u>	

Notes

- 1 Auction revenues and insurance reimbursements are placed in the Other Reimbursements account as they occur. Several vehicles have not been auctioned due to the need for social distancing.
- 2 Funds have been expended or encumbered for this year's replacement vehicles, equipment, and technology.
- 3 Grant revenue is for the Clean Fleet grant. Destruction of the old engine is scheduled to take place in September with reimbursement to follow.

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STORM DRAINAGE UTILITY FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Storm Drainage Utility Fee	\$ 627,156	\$ -	\$ 627,156	\$ 496,420	\$ -	\$ 130,736	79%	2	\$ 452,727	10%
Drainage Review Fee	6,000	-	6,000	1,710	-	4,290	29%		-	
Interest Income	5,000	-	5,000	5,646	-	(646)	113%		2,390	136%
Other Revenue	-	-	-	-	-	-			-	
Total Revenue	\$ 638,156	\$ -	\$ 638,156	\$ 503,776	\$ -	\$ 134,380	79%		\$ 455,117	11%
EXPENDITURES										
Personnel Services	\$ 166,833	\$ 721	\$ 167,554	\$ 124,604	\$ -	\$ 42,950	74%	1 3	\$ 120,544	3%
Debt Service	248,641	-	248,641	197,879	50,762	-	100%		-	
Operating Expenditures	126,700	-	126,700	12,088	-	114,612	10%		5,604	116%
Transfers Out	100,135	-	100,135	75,101	-	25,034	75%		602,654	-88%
Total Expenses	\$ 642,309	\$ 721	\$ 643,030	\$ 409,672	\$ 50,762	\$ 182,596	72%		\$ 728,803	-44%
REVENUE OVER (UNDER) EXPENDITURES	\$ (4,153)	\$ (721)	\$ (4,874)	\$ 94,104					\$ (273,685)	
Beginning Working Capital October 1			477,466	477,466					151,834	
Ending Working Capital Current Month			<u>\$ 472,592</u>	<u>\$ 571,570</u>					<u>\$ (121,851)</u>	

Notes

- 1 The Town has encumbered the annual debt service payments that are paid in February and August.
- 2 Drainage Review fee is collected at time service is requested, and has a matching expense.
- 3 Operating Expenditures include a capital project that is expected to be awarded in summer 2020.

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PARK DEDICATION AND IMPROVEMENT FUNDS

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Park Dedication-Fees	\$ 200,000	\$ -	\$ 200,000	\$ -	\$ -	\$ 200,000	0%		\$ 375,146	
Park Improvements	100,000	-	100,000	-	-	100,000	0%		113,784	
Contributions/Grants	500,000	-	500,000	-	-	500,000	0%		-	
Interest-Park Dedication	25,000	-	25,000	19,105	-	5,895	76%		14,143	35%
Interest-Park Improvements	15,000	-	15,000	16,726	-	(1,726)	112%		17,043	-2%
Total Revenue	\$ 840,000	\$ -	\$ 840,000	\$ 35,831	\$ -	\$ 804,169	4%		\$ 520,116	-93%
EXPENDITURES										
Developer Reimbursement-Park Imp	\$ 15,955	\$ -	\$ 15,955	\$ -	\$ -	\$ 15,955			\$ -	
Hike & Bike Master Plan	-	56,188	56,188	52,018	12,185	(8,016)	114%	1	-	
Cockrell Park Trail Connection	500,000	35,200	535,200	17,045	31,580	486,575	9%		9,270	84%
Hays Park	35,000	18,500	53,500	-	43,490	10,010	81%	1	6,000	-100%
Pecan Grove H&B Trail	30,000	-	30,000	-	-	30,000	0%		-	
Pecan Grove	85,000	-	85,000	-	-	85,000	0%		-	
Transfers Out	-	-	-	-	-	-			-	
Total Expenses	\$ 665,955	\$ 109,888	\$ 775,843	\$ 69,063	\$ 87,255	\$ 619,524	20%		\$ 15,270	352%
REVENUE OVER (UNDER) EXPENDITURES	\$ 174,045	\$ (109,888)	\$ 64,158	\$ (33,232)					\$ 504,846	
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>\$ 2,748,837</u>					<u>\$ 2,362,631</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
REVENUES									
Impact Fee Revenue:									
Water Impact Fees	\$ 100,000	\$ -	\$ 100,000	\$ 294,810	\$ (194,810)	295%	1	\$ 19,868	1384%
Wastewater Impact Fees	50,000	-	50,000	189,442	(139,442)	379%	1	11,852	1498%
East Thoroughfare Impact Fees	200,000	-	200,000	1,100,053	(900,053)	550%	1	92,173	1093%
Property Taxes - Town (Current)	387,624	-	387,624	386,349	1,275	100%		340,626	13%
Property Taxes - Town (Rollback)	-	-	-	28,840	(28,840)			-	
Property Taxes - County (Current)	110,960	-	110,960	92,846	18,114	84%		73,604	26%
Sales Taxes - Town	495,372	-	495,372	377,787	117,585	76%		334,106	13%
Sales Taxes - EDC	415,259	-	415,259	316,397	98,862	76%		279,814	13%
Investment Income	7,500	-	7,500	19,624	(12,124)	262%		7,837	150%
Transfer In	-	-	-	-	-			1,449	-100%
Total Revenue	\$ 1,766,715	\$ -	\$ 1,766,715	\$ 2,806,148	\$ (1,039,433)	159%		\$ 1,161,328	142%
EXPENDITURES									
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -			-	
Developer Rebate	1,766,715	-	1,766,715	2,840,581	(1,073,866)	161%	2	1,178,927	
Transfers Out	-	-	-	-	-			-	
Total Expenses	\$ 1,766,715	\$ -	\$ 1,766,715	\$ 2,840,581	\$ (1,073,866)	161%		\$ 1,178,927	
REVENUE OVER (UNDER) EXPENDITURES			\$ -	\$ (34,433)				\$ (17,599)	
Beginning Fund Balance October 1			256,828	256,828				213,282	
Ending Fund Balance Current Month			<u>\$ 256,828</u>	<u>\$ 222,395</u>				<u>\$ 195,683</u>	

Notes

- 1 Impact fees for Gates of Prosper Phase 2 shell buildings.
- 2 Rebate is based on revenue collected in current year.

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TIRZ #2 - MATTHEWS SOUTHWEST

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Impact Fee Revenue:									
West Thoroughfare Impact Fees	\$ 325,500	\$ -	\$ 325,500	\$ -	\$ 325,500	0%		\$ -	
Property Taxes - Town (Current)	12,633	-	12,633	12,633	0	100%		15,053	-16%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%		-	
Property Taxes - County (Current)	3,616	-	3,616	3,137	479	87%		3,738	-16%
Sales Taxes - Town	150	-	150	8	142	5%		10	-21%
Sales Taxes - EDC	150	-	150	8	142	5%		10	-21%
Investment Income	500	-	500	387	113	77%		436	-11%
Total Revenue	\$ 342,549	\$ -	\$ 342,549	\$ 16,173	\$ 326,376	5%		\$ 19,247	-16%
EXPENDITURES									
Professional Services	\$ -	\$ -	\$ -	\$ -	-			\$ -	
Developer Rebate	342,549	-	342,549	-	342,549	0%		19,959	-100%
Transfers Out	-	-	-	-	-			-	
Total Expenditures	\$ 342,549	\$ -	\$ 342,549	\$ -	\$ 342,549	0%		\$ 19,959	-100%
REVENUE OVER (UNDER) EXPENDITURES			\$ -	\$ 16,173				\$ (712)	
Beginning Fund Balance October 1			25,542	25,542				25,922	
Ending Fund Balance Current Month			<u>\$ 25,542</u>	<u>\$ 41,715</u>				<u>\$ 25,210</u>	

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WATER IMPACT FEES FUND

Project	Current Year	Current Year	Current Year	Current Year	Current Year	Current Remaining	Prior Years	Project	
Budget	Original	Budget	Amended	Actual	Encumbrances	Budget Balance	Expenditure	Budget	STATUS OF
	Budget	Adjustment	Budget					Balance	PROJECT
REVENUES									
Impact Fees Water	\$ 3,000,000	\$ -	\$ 3,000,000	\$ 2,897,110					
Interest - Water	45,000	-	45,000	34,295					
Total Revenues	<u>\$ 3,045,000</u>	<u>\$ -</u>	<u>\$ 3,045,000</u>	<u>\$ 2,931,405</u>					
EXPENDITURES									
Developer Reimbursements									
Prosper Partners Developer Reimb	50,910	50,910	-	50,910	-	-	50,910	50,910	
Parks at Legacy Developer Reimb	150,000	150,000	-	150,000	321,962	-	(171,962)	(171,962)	Matching revenue to offset overage
Star Trail Developer Reimb	450,000	450,000	-	450,000	323,152	-	126,849	126,849	
TVG Windsong Developer Reimb	280,000	280,000	-	280,000	259,088	-	20,912	20,912	
Total Developer Reimbursements	<u>\$ 930,910</u>	<u>\$ 930,910</u>	<u>\$ -</u>	<u>\$ 930,910</u>	<u>\$ 904,202</u>	<u>\$ -</u>	<u>\$ 26,709</u>	<u>\$ -</u>	<u>\$ (24,202)</u>
Capital Expenditures									
County Line Elevated Storage	626,147	-	55,970	55,970	55,726	244	0	573,097	53,050 Construction 85% complete
24" Water Line County Line EST/DNT	1,004,850	-	139,307	139,307	79,441	59,866	-	809,548	195,302 Project complete
Total Projects	<u>\$ 1,630,997</u>	<u>\$ -</u>	<u>\$ 195,278</u>	<u>\$ 195,278</u>	<u>\$ 135,167</u>	<u>\$ 60,110</u>	<u>\$ 0</u>	<u>\$ 1,382,645</u>	<u>\$ 248,352</u>
Total Expenditures	<u>\$ 2,561,907</u>	<u>\$ 930,910</u>	<u>\$ 195,278</u>	<u>\$ 1,126,188</u>	<u>\$ 1,039,369</u>	<u>\$ 60,110</u>	<u>\$ 26,709</u>	<u>\$ 1,382,645</u>	<u>\$ 224,151</u>
REVENUE OVER (UNDER) EXPENDITURES			\$ 1,918,812	\$ 1,892,037					
Beginning Fund Balance October 1			1,509,936	1,509,936					
Ending Fund Balance Current Month			<u>\$ 3,428,748</u>	<u>\$ 3,401,973</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
REVENUES										
Impact Fees Wastewater		\$ 850,000	\$ -	\$ 850,000	\$ 1,020,654					
Interest - Wastewater		35,000	-	35,000	29,217					
Upper Trinity Equity Fee		200,000	-	200,000	228,500					
Total Revenues		<u>\$ 1,085,000</u>	<u>\$ -</u>	<u>\$ 1,085,000</u>	<u>\$ 1,278,371</u>					
EXPENDITURES										
Developer Reimbursements										
Developer Reimbursements	100,000	100,000	(100,000)	-	-	-	-	-	-	
LaCima #2 Interceptor	220,000	7,117	-	7,117	10,245	-	(3,128)	212,883	(3,128)	
TVG Westside Utility Developer Reimb	250,000	250,000	-	250,000	79,555	-	170,445		170,445	
Prosper Partners Utility Developer Reimb	75,000	75,000	-	75,000	106,528	-	(31,528)		(31,528)	Matching revenue to offset overage
Frontier Estates Developer Reimb	51,225	51,225	-	51,225	23,183	-	28,043		28,043	
LaCima Developer Reimb	50,000	50,000	-	50,000	9,030	-	40,970		40,970	
Brookhollow Developer Reimb	25,000	25,000	-	25,000	-	-	25,000		25,000	
Star Trail Developer Reimb	100,000	100,000	-	100,000	-	-	100,000		100,000	
TVG Windsong Developer Reimb	200,000	200,000	-	200,000	116,618	-	83,382		83,382	
All Storage Developer Reimb	15,000	15,000	-	15,000	-	-	15,000		15,000	
Legacy Garden Developer Reimb	-	-	100,000	100,000	8,879	-	91,121		91,121	
Total Developer Reimbursements	<u>\$ 1,086,225</u>	<u>\$ 873,342</u>	<u>\$ -</u>	<u>\$ 873,342</u>	<u>\$ 354,038</u>	<u>\$ -</u>	<u>\$ 519,305</u>	<u>\$ 212,883</u>	<u>\$ 519,305</u>	
Capital Expenditures										
	-	-	-	-	-	-	-	-	-	
Total Projects	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	
Total Expenditures										
	<u>\$ 1,086,225</u>	<u>\$ 873,342</u>	<u>\$ -</u>	<u>\$ 873,342</u>	<u>\$ 354,038</u>	<u>\$ -</u>	<u>\$ 519,305</u>	<u>\$ 212,883</u>	<u>\$ 519,305</u>	
REVENUE OVER (UNDER) EXPENDITURES				\$ 211,658	\$ 924,334					
Beginning Fund Balance October 1				1,770,076	1,770,076					
Ending Fund Balance Current Month				<u>\$ 1,981,734</u>	<u>\$ 2,694,410</u>					

TOWN OF PROSPER, TEXAS
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Expected Year to Date Percent 75%

THOROUGHFARE IMPACT FEES FUND

Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance	STATUS OF PROJECT
REVENUES									
East Thoroughfare Impact Fees	\$ 1,000,000	\$ -	\$ 1,000,000	\$ 1,013,666					
East Thoroughfare Other Revenue	132,438	-	110,980	-					
West Thoroughfare Impact Fees	2,500,000	-	2,500,000	2,841,293					
West Thoroughfare Other Revenue	110,980	-	110,980	-					
Interest-East Thoroughfare Impact Fees	25,000	-	25,000	20,816					
Interest-West Thoroughfare Impact Fees	30,000	-	30,000	22,330					
Total Revenues	\$ 3,798,418	\$ -	\$ 3,776,960	\$ 3,898,104					
EXPENDITURES									
East									
Developer Reimbursement	-	300,000	(300,000)	-	-	-	-	-	
Developer Reimbursement - Tanners Mill	300,000	-	300,000	300,000	-	300,000	-	300,000	
FM2478 ROW (US380-FM1461)	148,832	69,168	(69,168)	-	-	-	148,832	-	TxDOT anticipates bidding project in September 2020
Coleman (Gorgeous - Prosper Trail)	250,000	250,000	-	250,000	-	250,000	-	250,000	
Prosper Trail (Coit-Custer)	810,000	-	39,997	39,997	-	-	570,003	200,000	Bid award tentative at August 25th council meeting
Coit Road (First-Frontier)	1,289,900	-	506,027	506,027	133,373	373,285	(630)	783,873	(630) Design 90% complete
Coit Road and US 380	-	35,000	(35,000)	-	-	-	-	-	
Traffic Signal - Coit & Richland	460,000	300,000	160,000	460,000	23,974	137,830	298,196	-	298,196 Design 90% complete
Transfer to Capital Project Fund - FM2478 ROW	-	-	104,168	104,168	104,168	-	-	-	Transfer for FM2478 ROW (US380-FM1461)
Total East	\$ 3,258,732	\$ 954,168	\$ 706,025	\$ 1,660,193	\$ 301,512	\$ 511,114	\$ 847,566	\$ 1,502,708	\$ 1,047,566
West									
Developer Reimbursements	-	750,000	(750,000)	-	-	-	-	-	
Parks at Legacy Developer Reimb	300,000	300,000	-	300,000	76,682	-	223,318	-	223,318
TVG Developer Reimb	600,000	600,000	-	600,000	-	-	600,000	-	600,000
Star Trail Developer Reimb	750,000	750,000	-	750,000	432,170	-	317,830	-	317,830
Tellus Windsong Developer Reimb	750,000	-	750,000	750,000	476,796	-	273,204	-	273,204
E-W Collector Cook Lane (First - End)	1,525,000	-	667,822	667,822	102,898	571,422	(6,498)	629,514	221,166 Phase I design 100% complete; Phase II construction 50% complete
Traffic Signal - Fishtrap & Teel	250,000	250,000	150,000	400,000	42,626	352,976	4,398	-	4,398 Construction 0% complete; underground work expected to be completed July 20th
Traffic Signal - Fishtrap & Gee	300,000	300,000	-	300,000	10,890	76,308	212,802	-	212,802 Design 90% complete
Traffic Signal - Fishtrap & Windsong	50,000	50,000	-	50,000	-	-	50,000	-	50,000 Traffic Signal Warrant Study revealed project is not warranted
Fishtrap (Elem - DNT)	-	100,000	(100,000)	-	-	-	-	-	- Funds Transferred to CIP Fund
Teel - 380 Intersection Improvements	100,000	100,000	-	100,000	-	95,985	4,015	-	4,015 Staff anticipates receiving 30% design drawings by end of September 2020
Transfer to Capital Project Fund - Fishtrap	100,000	-	100,000	100,000	100,000	-	-	-	- Transfer for Fishtrap (Elem-DNT)
Total West	\$ 4,725,000	\$ 3,200,000	\$ 817,822	\$ 4,017,822	\$ 1,242,061	\$ 1,096,692	\$ 1,679,069	\$ 629,514	\$ 1,906,733
Total Expenditures	\$ 7,983,732	\$ 4,154,168	\$ 1,523,847	\$ 5,678,015	\$ 1,543,573	\$ 1,607,806	\$ 2,526,636	\$ 2,132,222	\$ 2,954,299
REVENUE OVER (UNDER) EXPENDITURES			\$ (1,901,055)	\$ 2,354,531					
Beginning Fund Balance October 1			2,291,042	2,291,042					
Ending Fund Balance Current Month			\$ 389,987	\$ 4,645,573					

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Expected Year to Date Percent 75%

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	\$ 10,131	\$ -	\$ 4,869	68%		\$ 12,800	-21%
Fire Donation Revenue	13,200	-	13,200	10,079	-	3,121	76%		14,942	-33%
Child Safety Revenue	12,000	-	12,000	6,571	-	5,429	55%		6,607	-1%
Court Security Revenue	8,500	-	8,500	5,534	-	2,966	65%		6,813	-19%
Court Technology Revenue	10,000	-	10,000	6,125	-	3,875	61%		9,084	-33%
Interest Income	6,000	-	6,000	4,978	-	1,022	83%		5,325	-7%
Interest Income CARES Funds	-	-	-	1,101	-	(1,101)			-	
Tree Mitigation	-	-	-	139,713	-	(139,713)			-	
Miscellaneous	-	-	-	12,074	-	(12,074)			5,706	112%
CARES Funds	-	1,344,150	1,344,150	1,106,942	-	237,208	82%		-	
Transfer In	-	-	-	-	-	-			-	
Total Revenue	\$ 64,700	\$ 1,344,150	\$ 1,408,850	\$ 1,303,247	\$ -	\$ 105,603	93%		\$ 61,277	2027%
EXPENDITURES										
LEOSE Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ 150	
Court Technology Expense	10,000	-	10,000	2,515	7,625	(140)	101%	1	12,447	-80%
Court Security Expense	10,112	-	10,112	1,141	-	8,971	11%		7,056	-84%
Police Donation Expense	60,416	-	60,416	51,669	9,936	(1,189)	102%	1	904	5614%
Fire Donation Expense	17,826	-	17,826	3,615	-	14,211	20%		22,694	-84%
Child Safety Expense	5,000	-	5,000	575	-	4,425	12%		3,781	-85%
Tree Mitigation Expense	50,000	-	50,000	-	-	50,000	0%		-	
Police Seizure Expense	1,646	8,817	10,463	467	8,817	1,179	89%	1	9,020	-95%
CARES Collin County	-	1,098,850	1,098,850	91,081	-	1,007,769	8%		-	
CARES Denton County	-	245,300	245,300	60,522	-	184,778	25%		-	
CARES HHS	-	-	-	-	-	-			-	
Total Expenses	\$ 155,000	\$ 1,352,967	\$ 1,507,967	\$ 211,585	\$ 26,378	\$ 1,270,004	14%		\$ 56,053	277%
REVENUE OVER (UNDER) EXPENDITURES	\$ (90,300)	\$ (8,817)	\$ (99,117)	\$ 1,091,662					\$ 5,224	
Beginning Fund Balance October 1			356,769	356,769					1,755,882	
Ending Fund Balance Current Month			<u>\$ 257,652</u>	<u>\$ 1,448,431</u>					<u>\$ 1,761,106</u>	

Notes

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

TOWN OF PROSPER, TEXAS
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Item 4.

CAPITAL PROJECTS FUND - GENERAL

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance	STATUS OF PROJECT
REVENUES										
Grants		\$ -	\$ -	\$ -	\$ -					
Bond Proceeds		12,390,000	-	12,390,000	-					
Interest		-	-	-	142,919					
Interest-2006 Bond		-	-	-	342					
Interest-2008 Bond		-	-	-	-					
Interest-2012 GO Bond		-	-	-	-					
Interest-2015 Bond		-	-	-	8,863					
Interest-2016 Bond		-	-	-	57					
Interest-2017 Bond		-	-	-	103					
Interest-2018 Bond		-	-	-	8,654					
Interest-2019 Bond		-	-	-	155,087					
Transfers In - General Fund		393,598	1,250,000	1,791,525	1,902,586	includes transfers from Escrow funds as well				
Transfers In - Impact Fee Funds		-	204,168	204,168	204,168					
Transfers In - Bond Funds		-	-	-	7,285,326					
Total Revenues		\$ 12,783,598	\$ 1,454,168	\$ 14,385,693	\$ 9,708,105					
EXPENDITURES										
Fishtrap Seg 1 (Teel-Mid Schl)	1,470,000	1,190,000	-	1,190,000	-	-	1,190,000	-	1,470,000	Construction 75% Complete
West Prosper Roads	16,185,618	3,404,618	82,032	3,486,650	1,374,207	191,577	1,920,867	12,127,945	2,491,890	Segment E design 95% complete - on hold; Resurfacing of existing roads anticipated to begin first week in August
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	139,749	12,871	5,969,380	-	5,847,380	Bidding
Downtown Enhancements	2,736,769	-	20,040	20,040	1,040	6,000	13,000	2,714,785	14,944	Project complete
Prosper Trail (Kroger to Coit)	4,869,055	208,166	1,065,938	1,274,104	915,463	285,130	73,512	3,648,131	20,331	Contractor working on punch list
First St (DNT to Coleman)	2,786,567	-	118,546	118,546	-	718,517	(599,971)	1,109,701	958,349	Design 70% complete
Old Town Streets	1,000,000	-	15,904	15,904	11,460	4,443	0	975,016	9,081	Project complete
Fishtrap (Elem-DNT) 4 Lanes	16,450,000	800,000	100,000	900,000	109,402	790,598	-	-	15,550,000	Design 30% complete; Geotech and environmental survey in progress
Fishtrap segment 2 PISD reimbursement	1,164,000	-	-	-	1,634	-	(1,634)	-	1,162,366	Construction 60% complete
Coit Rd (Coit-Custer) 4 Lanes	1,000,000	1,000,000	-	1,000,000	227,750	772,250	-	-	-	Design underway; Staff anticipates receiving 50% plans in August 2020
Coit Rd (First-Frontier) 4 Lanes	17,589,900	800,000	-	800,000	-	-	800,000	783,843	16,806,057	Design 90% complete
Cook Lane (First-End)	2,100,000	2,100,000	-	2,100,000	422,877	704,921	972,202	-	972,202	Phase I design 100% complete; Phase II construction 50% complete
Victory Way (Coleman-Frontier)	2,500,000	-	2,318,812	2,318,812	77,224	2,036,174	205,414	181,438	205,164	Construction 5% complete
Fishtrap (Teel Intersection Improvements)	1,550,000	1,446,450	63,175	1,509,625	455,401	957,757	96,467	41,097	95,745	Construction 75% complete
Prosper Trail/DNT Intersection Improvements	1,688,000	1,600,000	4,805	1,604,805	4,900	-	1,599,905	83,195	1,599,905	Design 100% complete; Anticipate bidding late July 2020
Fishtrap Section 1 & 4	778,900	-	202,500	202,500	520,920	28,566	(346,986)	151,889	77,526	Segment 1 - Construction 75% complete; Segment 4 - Design 90% complete
Coleman St (At Prosper HS)	90,000	90,000	-	90,000	-	-	90,000	-	90,000	Construction substantially complete
Eighth Street (Church-PISD)	246,517	5,759	5,759	5,759	3,657	(2,102)	4,204	240,759	4,203	Project complete
Field Street (First-Broadway)	140,060	1,547	1,547	1,547	1,557	-	(10)	138,513	(10)	Project complete
Acacia Parkway	1,022,782	124,780	-	124,780	51,791	-	72,989	898,002	72,990	Ongoing legal fees
Coleman (Gorgeous-Prosper Trail)	375,000	26,814	15,155	26,814	15,155	11,727	(69)	348,186	(69)	Project complete
Fifth Street (Coleman-Church)	268,047	116,665	2,512	116,665	7,191	2,512	106,962	258,344	(0)	Project complete
Third St (Main-Coleman)	76,363	116,665	5,714	116,665	-	(5,714)	122,379	70,649	11,428	Project complete
FM2478 (US380-FM1461)	371,605	-	243,373	243,373	68,832	-	174,541	-	302,773	TxDOT anticipates bidding project in September 2020
Total Street Projects	\$ 82,604,183	\$ 17,781,464	\$ 5,782,813	\$ 23,533,590	\$ 4,410,211	\$ 6,515,227	\$ 12,608,152	\$ 23,771,492	\$ 47,907,253	
Traffic Signal - Coit/First	288,244	-	288,244	288,244	264,359	-	23,885	-	23,885	Construction 90% complete
US 380 Median Lighting	485,000	-	485,000	485,000	174,494	291,559	18,948	-	18,948	
Traffic Signal - Fishtrap/Teel	34,100	-	21,122	21,122	15,100	6,022	-	12,978	-	Construction 0% complete; underground work expected to be completed July 20th
Total Traffic Projects	\$ 807,344	\$ -	\$ 794,366	\$ 794,366	\$ 453,953	\$ 297,581	\$ 42,833	\$ 12,978	\$ 42,833	
HWY 289 Gateway Monument	474,752	-	166,112	166,112	166,790	1,000	(1,678)	291,392	15,570	Project Complete
Town Hall Open Space Enhancements	52,000	-	5,975	5,975	6,010	-	(35)	21,298	24,692	
US 380 Median Design (Green Ribbon)	809,250	-	6,000	6,000	875	5,475	(350)	53,250	749,650	Construction 15% complete
Whitley Place H&B Trail Extension	180,000	-	8,438	8,438	6,313	4,438	(2,313)	4,313	164,938	Project 85% designed
Whitley Place H&B Trail Extension (Pwr line Esmnt)	280,000	280,000	-	280,000	-	15,725	264,275	-	264,275	
Frontier Park Storage	147,927	-	147,927	147,927	10,723	-	137,204	-	137,204	
Pecan Grove Ph II	67,000	67,000	-	67,000	-	50,940	16,060	-	16,060	
Total Park Projects	\$ 2,010,929	\$ 347,000	\$ 334,452	\$ 681,452	\$ 190,711	\$ 77,578	\$ 413,164	\$ 370,253	\$ 954,849	
Town Hall - FF&E	1,362,000	-	-	-	11,995	12,182	(24,177)	1,283,396	54,427	Art for Town Hall has been put on hold
Public Safety Complex, Phase 1	1,644,696	-	288,146	288,146	160,351	163,116	(35,320)	1,248,251	72,978	Construction 95% complete
Parks and Public Works Complex	3,450,000	-	-	-	5	-	(5)	2,291,751	1,158,244	Land purchased
Public Safety Complex, Phase 1-Dev Costs	550,000	-	550,000	550,000	52,078	-	497,922	-	497,922	Construction 95% complete
Public Safety Complex, Phase 1-Construction	12,645,804	-	10,391,849	10,391,849	-	1,590,539	8,801,310	2,253,955	8,801,310	Construction 95% complete
Public Safety Complex, Phase 1-FFE	1,165,000	-	1,165,000	1,165,000	274,510	739,307	151,183	-	151,183	Construction 95% complete
Fire Ladder Truck	1,649,651	-	1,210,007	1,210,007	1,222,296	4,392	(16,682)	416,648	6,315	Delivered
Total Facility Projects	\$ 22,467,151	\$ -	\$ 13,605,002	\$ 13,605,002	\$ 1,721,235	\$ 2,509,537	\$ 9,374,230	\$ 7,494,001	\$ 10,742,379	
Transfer Out	-	-	-	-	47,737	-	-	1,698,003	-	
Total Expenditures	\$ 107,889,607	\$ 18,128,464	\$ 20,516,633	\$ 38,614,409	\$ 6,823,846	\$ 9,399,922	\$ 22,438,379	\$ 33,346,726	\$ 59,647,313	
REVENUE OVER (UNDER) EXPENDITURES				\$ (24,228,716)	\$ 2,884,259					
Beginning Fund Balance October 1				30,374,056	30,374,056					
Ending Fund Balance Current Month				\$ 6,145,340	\$ 33,258,315					

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CAPITAL PROJECTS FUND-WATER/SEWER

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Year Expenditure	Project Budget Balance	STATUS OF PROJECT
REVENUES										
Interest Income		\$ -	\$ -	\$ -	\$ 93,713					
Interest-2016 CO Bond		-	-	-	2,780					
Interest-2017 CO Bond		-	-	-	2,633					
Interest-2018 CO Bond		-	-	-	26,784					
Interest-2019 CO Bond		-	-	-	23,591					
Bond Proceeds		-	-	-	-					
Transfers In - Impact Fees		-	-	-	-					
Transfers In		-	-	3,051,275	3,051,275					
Transfers In-Bond Funds		-	-	-	5,505,998					
Total Revenues		\$ -	\$ -	\$ 3,051,275	\$ 8,706,774					
EXPENDITURES										
Lower Pressure Plane Pump Station Design	1,585,100	-	1,434,400	1,434,400	577,953	856,447	-	138,416	12,284	Design 50% complete
Fishtap EST (South)	6,433,700	-	4,673,862	4,673,862	2,898,555	-	1,775,307	1,478,296	2,056,849	Construction 85% complete
Water Supply Line Phase 1	13,179,550	-	4,806,793	4,806,793	3,201,894	1,155,737	449,162	8,821,919	0	Project complete
Custer Rd Meter Station/Water Line Relocation	2,791,600	-	2,713,367	2,713,367	140,375	71,850	2,501,142	78,233	2,501,142	Award anticipated at July 28th meeting
Church/Parvin WW Reconstruction	100,000	100,000	-	100,000	-	-	100,000	-	100,000	
E-W Collector (Cook-DNT)	695,775	-	411,000	411,000	56,781	28,823	325,396	290,775	319,396	Est completion Fall 2020
Broadway (Parvin-Craig)	150,000	-	150,000	150,000	-	-	150,000	-	150,000	
Fifth Street Water line	200,000	-	6,830	6,830	7,540	-	(710)	185,370	7,090	Project complete
Total Water & Wastewater Projects	\$ 25,135,725	\$ 100,000	\$ 14,196,252	\$ 14,296,252	\$ 6,883,097	\$ 2,112,858	\$ 5,300,297	\$ 10,993,008	\$ 5,146,762	
Old Town Drainage	500,000	427,564	9,800	437,364	4,836	9,800	422,729	62,636	422,729	Construction 0% complete; Notice to proceed issued July 1st
Old Town Drainage Broadway Design & Construction	647,765	479,365	21,400	500,765	6,236	15,250	479,280	114,600	511,680	Construction 0% complete; Notice to proceed issued July 1st
Total Drainage Projects	\$ 1,147,765	\$ 906,929	\$ 31,200	\$ 938,129	\$ 11,071	\$ 25,050	\$ 902,008	\$ 177,236	\$ 934,408	
Transfer out					-					
Total Expenses	\$ 26,283,490	\$ 1,006,929	\$ 14,227,452	\$ 15,234,381	\$ 6,894,168	\$ 2,137,908	\$ 6,202,305	\$ 11,170,244	\$ 6,081,170	
				\$ (12,183,106)	\$ 1,812,605					
Beginning Working Capital October 1				24,986,719	24,986,719					
Ending Working Capital Current Month				\$ 12,803,613	\$ 26,799,324					

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-4035-10-00	3% Construction Fee	(400,000.00)		(400,000.00)	(607,269.61)	(93,107.17)		151.817	207,269.61
100-4061-10-00	Notary Fees	(200.00)		(200.00)	(108.00)	(15.00)		54	(92.00)
	Subtotal object - 04	(400,200.00)		(400,200.00)	(607,377.61)	(93,122.17)		151.769	207,177.61
100-4105-10-00	Property Taxes -Delinquent	(140,000.00)		(140,000.00)	(367,247.98)	(540.65)		262.32	227,247.98
100-4110-10-00	Property Taxes -Current	(16,355,933.00)		(16,355,933.00)	(16,364,365.96)	(44,613.53)		100.052	8,432.96
100-4111-10-00	VIT Motor Vehicle Tax	(10,000.00)		(10,000.00)	(9,305.10)			93.051	(694.90)
100-4115-10-00	Taxes -Penalties	(75,000.00)		(75,000.00)	(112,204.78)	(5,204.92)		149.606	37,204.78
100-4120-10-00	Sales Taxes	(5,011,936.00)		(5,011,936.00)	(4,169,270.91)	(456,252.01)		83.187	(842,665.09)
100-4130-10-00	Sales Tax-Mixed Beverage	(65,597.00)		(65,597.00)	(41,107.66)			62.667	(24,489.34)
100-4140-10-00	Franchise Taxes - Electric	(930,800.00)		(930,800.00)	(424,701.18)	(73,953.66)		45.628	(506,098.82)
100-4150-10-00	Franchise Taxes - Telephone	(149,297.00)		(149,297.00)	(52,287.10)			35.022	(97,009.90)
100-4160-10-00	Franchise Taxes - Gas	(207,500.00)		(207,500.00)	(163,098.41)			78.602	(44,401.59)
100-4170-10-00	Franchise Taxes - Road Usage	(50,502.00)		(50,502.00)	(82,292.23)	(6,461.06)		162.948	31,790.23
100-4185-10-00	Franchise Fee - W/S Fund	(339,271.00)		(339,271.00)	(254,453.22)	(28,272.58)		75	(84,817.78)
100-4190-10-00	Franchise Fee-Cable	(54,005.00)		(54,005.00)	(30,191.97)			55.906	(23,813.03)
	Subtotal object - 04	(23,389,841.00)		(23,389,841.00)	(22,070,526.50)	(615,298.41)		94.359	(1,319,314.50)
100-4202-10-00	NTTA Tag Sales	(150.00)		(150.00)	(85.00)			56.667	(65.00)
100-4203-10-00	New Cingular Tower Lease	(24,000.00)		(24,000.00)	(18,159.67)	(2,050.00)		75.665	(5,840.33)
100-4218-10-00	Administrative Fees-EDC	(15,000.00)		(15,000.00)	(11,250.00)	(1,250.00)		75	(3,750.00)
100-4230-10-00	Other Permits	(1,555.00)		(1,555.00)	(2,525.00)			162.379	970.00
	Subtotal object - 04	(40,705.00)		(40,705.00)	(32,019.67)	(3,300.00)		78.663	(8,685.33)
100-4610-10-00	Interest Income	(300,249.00)		(300,249.00)	(184,117.97)	(15,096.25)		61.322	(116,131.03)
	Subtotal object - 04	(300,249.00)		(300,249.00)	(184,117.97)	(15,096.25)		61.322	(116,131.03)
100-4910-10-00	Other Revenue	(15,000.00)		(15,000.00)	(23,906.46)	(8,746.10)		159.376	8,906.46
100-4995-10-00	Transfer In/Out	(989,087.00)		(989,087.00)	(741,815.19)	(82,423.91)		75	(247,271.81)
	Subtotal object - 04	(1,004,087.00)		(1,004,087.00)	(765,721.65)	(91,170.01)		76.26	(238,365.35)
Program number:	DEFAULT PROGRAM	(25,135,082.00)		(25,135,082.00)	(23,659,763.40)	(817,986.84)		94.13	(1,475,318.60)
100-4410-10-07	Court Fines	(474,163.00)		(474,163.00)	(240,930.90)	(18,950.26)		50.812	(233,232.10)
100-4425-10-07	Time Payment Fee Reimb				(345.00)	(120.00)		0	345.00
	Subtotal object - 04	(474,163.00)		(474,163.00)	(241,275.90)	(19,070.26)		50.885	(232,887.10)
Program number: 7	MUNICIPAL COURT	(474,163.00)		(474,163.00)	(241,275.90)	(19,070.26)		50.885	(232,887.10)
100-4510-10-99-2019-EM	Grants - COVID-19					1,098,850.23		0	0
	Subtotal object - 04					1,098,850.23		0	0
100-4930-10-99	Insurance Proceeds	(40,000.00)		(40,000.00)	(45,129.89)	24,195.41		112.825	5,129.89
	Subtotal object - 04	(40,000.00)		(40,000.00)	(45,129.89)	24,195.41		112.825	5,129.89
Program number: 99	NON-DEPARTMENTAL	(40,000.00)		(40,000.00)	(45,129.89)	1,123,045.64		112.825	5,129.89
Department number: 10	ADMINISTRATION	(25,649,245.00)		(25,649,245.00)	(23,946,169.19)	285,988.54		93.36	(1,703,075.81)
100-4030-20-01	Miscellaneous				8.00			0	(8.00)
	Subtotal object - 04				8.00			0	(8.00)
100-4230-20-01	Other Permits	(2,025.00)		(2,025.00)	(150.00)	(50.00)		7.407	(1,875.00)
	Subtotal object - 04	(2,025.00)		(2,025.00)	(150.00)	(50.00)		7.407	(1,875.00)
100-4440-20-01	Accident Reports	(1,236.00)		(1,236.00)	(1,097.00)	(137.00)		88.754	(139.00)
100-4450-20-01	Alarm Fee	(52,982.00)		(52,982.00)	(50,733.00)	(8,016.00)		95.755	(2,249.00)
	Subtotal object - 04	(54,218.00)		(54,218.00)	(51,830.00)	(8,153.00)		95.596	(2,388.00)
100-4510-20-01	Grants	(12,000.00)	-32000	(44,000.00)	(56,315.55)	(32,000.00)		127.99	12,315.55
	Subtotal object - 04	(12,000.00)	-32000	(44,000.00)	(56,315.55)	(32,000.00)		127.99	12,315.55
100-4910-20-01	Other Revenue	(5,000.00)		(5,000.00)	(5,352.50)	(997.50)		107.05	352.50
	Subtotal object - 04	(5,000.00)		(5,000.00)	(5,352.50)	(997.50)		107.05	352.50
Program number: 1	OPERATIONS	(73,243.00)	-32000	(105,243.00)	(113,640.05)	(41,200.50)		107.979	8,397.05
Department number: 20	POLICE	(73,243.00)	-32000	(105,243.00)	(113,640.05)	(41,200.50)		107.979	8,397.05
100-4310-30-01	Charges for Services	(404,247.00)		(404,247.00)	(336,557.92)	(31,086.76)		83.256	(67,689.08)
	Subtotal object - 04	(404,247.00)		(404,247.00)	(336,557.92)	(31,086.76)		83.256	(67,689.08)
100-4411-30-01	CC Fire Assoc	(500.00)		(500.00)	(2,249.43)			449.886	1,749.43

	Subtotal object - 04	(500.00)		(500.00)	(2,249.43)		449.886	1,749.43
100-4510-30-01	Grants	(40,000.00)	-372672	(412,672.00)	(20,878.76)	(6,679.37)	5.059	(391,793.24)
100-4510-30-01-2019-EM	Grants - COVID-19					6,492.55	0	
	Subtotal object - 04	(40,000.00)	-372672	(412,672.00)	(20,878.76)	(186.82)	5.059	(391,793.24)
100-4910-30-01	Other Revenue	(750.00)		(750.00)			0	(750.00)
	Subtotal object - 04	(750.00)		(750.00)			0	(750.00)
Program number: 1	OPERATIONS	(445,497.00)	-372672	(818,169.00)	(359,686.11)	(31,273.58)	43.962	(458,482.89)
100-4315-30-05	Fire Review/Inspect Fees	(100,000.00)		(100,000.00)	(102,425.00)	(6,875.00)	102.425	2,425.00
	Subtotal object - 04	(100,000.00)		(100,000.00)	(102,425.00)	(6,875.00)	102.425	2,425.00
Program number: 5	MARSHAL	(100,000.00)		(100,000.00)	(102,425.00)	(6,875.00)	102.425	2,425.00
Department number: 30	FIRE	(545,497.00)	-372672	(918,169.00)	(462,111.11)	(38,148.58)	50.33	(456,057.89)
100-4017-40-01	Contractor Registration Fee	(90,000.00)		(90,000.00)	(63,900.00)	(4,800.00)	71	(26,100.00)
100-4060-40-01	NSF Fees				(200.00)	(25.00)	0	200.00
	Subtotal object - 04	(90,000.00)		(90,000.00)	(64,100.00)	(4,825.00)	71.222	(25,900.00)
100-4210-40-01	Building Permits	(3,215,472.00)		(3,215,472.00)	(2,773,387.28)	(323,389.55)	86.251	(442,084.72)
100-4230-40-01	Other Permits	(200,000.00)		(200,000.00)	(177,148.18)	(32,181.00)	88.574	(22,851.82)
100-4240-40-01	Plumb/Elect/Mech Permits	(45,000.00)		(45,000.00)	(33,350.16)	(4,580.16)	74.111	(11,649.84)
100-4242-40-01	Re-inspection Fees	(60,000.00)		(60,000.00)	(73,525.00)	(12,225.00)	122.542	13,525.00
	Subtotal object - 04	(3,520,472.00)		(3,520,472.00)	(3,057,410.62)	(372,375.71)	86.847	(463,061.38)
100-4910-40-01	Other Revenue	(15,000.00)		(15,000.00)	(28,052.06)	(6,676.67)	187.014	13,052.06
	Subtotal object - 04	(15,000.00)		(15,000.00)	(28,052.06)	(6,676.67)	187.014	13,052.06
Program number: 1	INSPECTIONS	(3,625,472.00)		(3,625,472.00)	(3,149,562.68)	(383,877.38)	86.873	(475,909.32)
100-4060-40-02	NSF FEES				(25.00)		0	25.00
	Subtotal object - 04				(25.00)		0	25.00
100-4211-40-02	Multi-Family Registration	(10,000.00)		(10,000.00)	(9,480.00)		94.8	(520.00)
100-4245-40-02	Health Inspections	(57,083.00)		(57,083.00)	(34,750.00)	(2,250.00)	60.876	(22,333.00)
	Subtotal object - 04	(67,083.00)		(67,083.00)	(44,230.00)	(2,250.00)	65.933	(22,853.00)
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)	(44,255.00)	(2,250.00)	65.482	(23,328.00)
100-4220-40-03	Zoning Application Fees	(15,000.00)		(15,000.00)	(35,859.50)	(50.00)	239.063	20,859.50
100-4225-40-03	Development Application Fees	(50,000.00)		(50,000.00)	(61,305.00)	(4,495.00)	122.61	11,305.00
	Subtotal object - 04	(65,000.00)		(65,000.00)	(97,164.50)	(4,545.00)	149.484	32,164.50
100-4910-40-03	Other Revenue	(6,000.00)		(6,000.00)	(1,841.50)		30.692	(4,158.50)
	Subtotal object - 04	(6,000.00)		(6,000.00)	(1,841.50)		30.692	(4,158.50)
Program number: 3	PLANNING	(71,000.00)		(71,000.00)	(99,006.00)	(4,545.00)	139.445	28,006.00
Department number: 40	DEVELOPMENT SERVICES	(3,764,055.00)		(3,764,055.00)	(3,292,823.68)	(390,672.38)	87.481	(471,231.32)
100-4002-50-01	Streets Study Review Fees				(18,200.00)	(18,200.00)	0	18,200.00
	Subtotal object - 04				(18,200.00)	(18,200.00)	0	18,200.00
100-4910-50-01	Other Revenue	(15,000.00)		(15,000.00)	(12,060.00)		80.4	(2,940.00)
	Subtotal object - 04	(15,000.00)		(15,000.00)	(12,060.00)		80.4	(2,940.00)
Program number: 1	STREETS	(15,000.00)		(15,000.00)	(30,260.00)	(18,200.00)	201.733	15,260.00
Department number: 50	PUBLIC WORKS	(15,000.00)		(15,000.00)	(30,260.00)	(18,200.00)	201.733	15,260.00
100-4056-60-00	Field Rental Fees	(124,880.00)		(124,880.00)	(39,345.00)	(140.00)	31.506	(85,535.00)
100-4057-60-00	Pavilion User Fees	(3,400.00)		(3,400.00)	(550.00)	(10.00)	16.176	(2,850.00)
100-4058-60-00	Park Program Fees	(96,000.00)		(96,000.00)	(38,109.20)	(10,770.00)	39.697	(57,890.80)
	Subtotal object - 04	(224,280.00)		(224,280.00)	(78,004.20)	(10,920.00)	34.78	(146,275.80)
100-4721-60-00	Prosper Christmas Donations	(21,000.00)		(21,000.00)	(13,280.00)	(1,000.00)	63.238	(7,720.00)
100-4725-60-00	Fishing Derby Sponsorships				(500.00)		0	500.00
	Subtotal object - 04	(21,000.00)		(21,000.00)	(13,780.00)	(1,000.00)	65.619	(7,220.00)
100-4910-60-00	Other Revenue	(10,000.00)	-15000	(25,000.00)	(18,100.00)	(500.00)	72.4	(6,900.00)
	Subtotal object - 04	(10,000.00)	-15000	(25,000.00)	(18,100.00)	(500.00)	72.4	(6,900.00)
Program number:	DEFAULT PROGRAM	(255,280.00)	-15000	(270,280.00)	(109,884.20)	(12,420.00)	40.656	(160,395.80)
100-4063-60-05	Lost Fees	(1,000.00)		(1,000.00)	(1,043.23)	(162.74)	104.323	43.23
100-4064-60-05	Printing/Copying Fees	(400.00)		(400.00)	(597.92)		149.48	197.92
100-4065-60-05	Book Fines	(100.00)		(100.00)			0	(100.00)

100-4066-60-05	Library Card Fees	(7,000.00)		(7,000.00)	(3,700.00)	(50.00)		52.857	(3,300.00)
	Subtotal object - 04	(8,500.00)		(8,500.00)	(5,341.15)	(212.74)		62.837	(3,158.85)
100-4510-60-05	Grants	(2,000.00)		(2,000.00)				0	(2,000.00)
	Subtotal object - 04	(2,000.00)		(2,000.00)				0	(2,000.00)
Program number: 5	LIBRARY	(10,500.00)		(10,500.00)	(5,341.15)	(212.74)		50.868	(5,158.85)
Department number: 60	COMMUNITY SERVICES	(265,780.00)	-15000	(280,780.00)	(115,225.35)	(12,632.74)		41.038	(165,554.65)
100-4312-98-01	Engineering Plan Review Fee				(1,800.00)	(150.00)		0	1,800.00
	Subtotal object - 04				(1,800.00)	(150.00)		0	1,800.00
Program number: 1	ENGINEERING				(1,800.00)	(150.00)		0	1,800.00
Department number: 98	ENGINEERING				(1,800.00)	(150.00)		0	1,800.00
	Revenue Subtotal - - - - -	(30,312,820.00)	-419672	(30,732,492.00)	(27,962,029.38)	(215,015.66)		90.985	(2,770,462.62)
100-5110-10-01	Salaries & Wages	165,153.00		165,153.00	120,660.58	12,936.80		73.06	44,492.42
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	765.00	85.00		75	255.00
100-5145-10-01	Social Security Expense	10,310.00		10,310.00	5,894.00	754.40		57.168	4,416.00
100-5150-10-01	Medicare Expense	2,412.00		2,412.00	1,654.29	176.44		68.586	757.71
100-5155-10-01	SUTA Expense	162.00		162.00	144.00			88.889	18.00
100-5160-10-01	Health Insurance	16,441.00		16,441.00	10,492.38	968.42		63.818	5,948.62
100-5165-10-01	Dental Insurance	467.00		467.00	327.36	36.06		70.099	139.64
100-5170-10-01	Life Insurance/AD&D	113.00		113.00	155.34	17.26		137.469	(42.34)
100-5175-10-01	Liability (TML)/Workers' Comp	316.00		316.00	297.17	35.06		94.041	18.83
100-5180-10-01	TMRS Expense	22,531.00		22,531.00	16,415.67	1,758.41		72.858	6,115.33
100-5185-10-01	Long/Short Term Disability	314.00		314.00	217.47	24.58		69.258	96.53
100-5186-10-01	WELLE-Wellness Prog Reimb Empl	600.00		600.00	450.00	50.00		75	150.00
100-5191-10-01	Hiring Cost				92.28			0	(92.28)
	Subtotal object - 05	219,944.00		219,944.00	157,665.54	16,842.43		71.684	62,278.46
100-5210-10-01	Office Supplies				19.19			0	(19.19)
100-5230-10-01	Dues,Fees,& Subscriptions	7,150.00		7,150.00	3,892.92	59.99		54.446	3,257.08
100-5240-10-01	Postage and Delivery	50.00		50.00	2.40			4.8	47.60
100-5250-10-01	Publications	200.00		200.00				0	200.00
100-5280-10-01	Printing and Reproduction	150.00		150.00				0	150.00
100-5290-10-01	Other Charges and Services	100.00		100.00	1,140.19				(1,040.19)
	Subtotal object - 05	7,650.00		7,650.00	5,054.70	59.99		66.075	2,595.30
100-5330-10-01	Copier Expense	1,400.00		1,400.00	415.44	45.24		29.674	984.56
	Subtotal object - 05	1,400.00		1,400.00	415.44	45.24		29.674	984.56
100-5410-10-01	Professional Services	311,580.00	12180	323,760.00	225,646.70	25,638.24	99,107.74	69.696	(994.44)
100-5430-10-01	Legal Fees	62,725.00		62,725.00	105,414.48	11,191.91		168.058	(42,689.48)
100-5430-10-01-2019-EM	Legal Fees - COVID-19				7,377.00	2,665.00		0	(7,377.00)
100-5480-10-01	Contracted Services	360.00	14000	14,360.00	14,000.00		14,000.00	97.493	(13,640.00)
	Subtotal object - 05	374,665.00	26180	400,845.00	352,438.18	39,495.15	113,107.74	87.924	(64,700.92)
100-5530-10-01	Travel	5,200.00		5,200.00	1,092.32			21.006	4,107.68
100-5533-10-01	Mileage Expense	200.00		200.00	36.57			18.285	163.43
100-5536-10-01	Training/Seminars	1,450.00		1,450.00	770.00			53.103	680.00
	Subtotal object - 05	6,850.00		6,850.00	1,898.89			27.721	4,951.11
100-7145-10-01	Transfer to VERF	132.00		132.00	99.00	11.00		75	33.00
	Subtotal object - 07	132.00		132.00	99.00	11.00		75	33.00
Program number: 1	TOWN MANAGER	610,641.00	26180	636,821.00	517,571.75	56,453.81	113,107.74	81.274	6,141.51
100-5110-10-02	Salaries & Wages	246,695.00	15812.36	262,507.36	203,177.11	23,728.40		77.399	59,330.25
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	765.00	85.00		75	255.00
100-5145-10-02	Social Security Expense	15,522.00		15,522.00	12,279.11	1,425.59		79.108	3,242.89
100-5150-10-02	Medicare Expense	3,630.00		3,630.00	2,871.73	333.39		79.111	758.27
100-5155-10-02	SUTA Expense	648.00		648.00	576.00			88.889	72.00
100-5160-10-02	Health Insurance	30,395.00		30,395.00	22,837.56	2,120.84		75.136	7,557.44
100-5165-10-02	Dental Insurance	1,284.00		1,284.00	982.62	109.18		76.528	301.38

100-5170-10-02	Life Insurance/AD&D	401.00		401.00	361.26	40.14		90.09	39.74
100-5175-10-02	Liability (TML)/Workers' Comp	472.00		472.00	506.28	64.44		107.263	(34.28)
100-5180-10-02	TMRS Expense	33,921.00		33,921.00	27,838.23	3,231.67		82.068	6,082.77
100-5185-10-02	Long/Short Term Disability	469.00		469.00	365.75	44.94		77.985	103.25
100-5186-10-02	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	1,102.44	139.16		91.87	97.56
100-5193-10-02	Records Retention	1,500.00	700	2,200.00	410.47			18.658	1,789.53
	Subtotal object - 05	339,782.00	16512.36	356,294.36	275,349.18	31,322.75		77.281	80,945.18
100-5210-10-02	Office Supplies	2,500.00	-1000	1,500.00	1,049.36	19.49		69.957	450.64
100-5220-10-02	Office Equipment	1,500.00	-900	600.00	673.56	48.70		112.26	(73.56)
100-5230-10-02	Dues,Fees,& Subscriptions	2,050.00	300	2,350.00	2,105.50	1,080.00		89.596	244.50
100-5240-10-02	Postage and Delivery	200.00		200.00	128.90	10.30		64.45	71.10
100-5280-10-02	Printing and Reproduction	500.00	-300	200.00	154.65			77.325	45.35
	Subtotal object - 05	6,750.00	-1900	4,850.00	4,111.97	1,158.49		84.783	738.03
100-5310-10-02	Rental Expense	8,300.00	700	9,000.00	6,848.96	1,221.80		76.1	2,151.04
100-5330-10-02	Copier Expense	1,800.00		1,800.00	413.88	45.75		22.993	1,386.12
	Subtotal object - 05	10,100.00	700	10,800.00	7,262.84	1,267.55		67.249	3,537.16
100-5400-10-02	Uniform Expense				298.95			0	(298.95)
100-5410-10-02	Professional Services	13,000.00	-8000	5,000.00	975.00			19.5	4,025.00
100-5410-10-02-2019-EM	Professional Services-COVID-19					(1,125.00)		0	
100-5419-10-02	IT Licenses	5,800.00	-1800	4,000.00	4,000.00			100	
100-5430-10-02	Legal Fees	31,500.00	40500	72,000.00	43,433.98	3,290.20		60.325	28,566.02
100-5430-10-02-2019-EM	Legal Fees - COVID-19				14,135.00	1,824.00		0	(14,135.00)
100-5435-10-02	Legal Notices/Filings	8,800.00	-2100	6,700.00	2,904.00	54.00		43.343	3,796.00
100-5460-10-02	Election Expense	12,000.00	-11500	500.00	484.98			96.996	15.02
100-5480-10-02	Contracted Services	27,400.00	1980.44	29,380.44	23,985.01	616.00	6,008.84	81.636	(613.41)
	Subtotal object - 05	98,500.00	19080.44	117,580.44	90,216.92	4,659.20	6,008.84	76.728	21,354.68
100-5520-10-02	Telephones	870.00		870.00	313.84	36.07		36.074	556.16
100-5526-10-02	Data Network	460.00		460.00	227.94			49.552	232.06
100-5530-10-02	Travel	8,600.00	-3400	5,200.00	1,935.37			37.219	3,264.63
100-5533-10-02	Mileage Expense	700.00		700.00	105.55			15.079	594.45
100-5536-10-02	Training/Seminars	2,600.00	-500	2,100.00	905.81			43.134	1,194.19
100-5538-10-02	Council/Public Official Expnse	34,000.00		34,000.00	17,047.00	264.26		50.138	16,953.00
	Subtotal object - 05	47,230.00	-3900	43,330.00	20,535.51	300.33		47.393	22,794.49
100-5600-10-02	Special Events	10,861.00	-7300	3,561.00	1,485.74			41.723	2,075.26
	Subtotal object - 05	10,861.00	-7300	3,561.00	1,485.74			41.723	2,075.26
Program number: 2	TOWN SECRETARY	513,223.00	23192.8	536,415.80	398,962.16	38,708.32	6,008.84	74.376	131,444.80
100-5110-10-03	Salaries & Wages	574,032.00	7790.54	581,822.54	381,261.29	40,153.24		65.529	200,561.25
100-5115-10-03	Salaries - Overtime				619.03			0	(619.03)
100-5126-10-03	Salaries-Vacation Buy-Out	3,000.00		3,000.00	5,422.40			180.747	(2,422.40)
100-5140-10-03	Salaries - Longevity Pay	1,470.00		1,470.00	1,320.00			89.796	150.00
100-5143-10-03	Cell Phone Allowance	2,040.00		2,040.00	1,865.00	290.00		91.422	175.00
100-5145-10-03	Social Security Expense	35,994.00		35,994.00	21,484.75	2,289.58		59.69	14,509.25
100-5150-10-03	Medicare Expense	8,418.00		8,418.00	5,224.90	535.46		62.068	3,193.10
100-5155-10-03	SUTA Expense	1,134.00		1,134.00	1,016.80			89.665	117.20
100-5160-10-03	Health Insurance	68,688.00		68,688.00	44,824.50	4,700.72		65.258	23,863.50
100-5165-10-03	Dental Insurance	2,678.00		2,678.00	1,815.12	219.26		67.779	862.88
100-5170-10-03	Life Insurance/AD&D	777.00		777.00	516.78	57.80		66.51	260.22
100-5175-10-03	Liability (TML)/Workers' Comp	1,104.00		1,104.00	936.21	108.68		84.802	167.79
100-5180-10-03	TMRS Expense	78,664.00		78,664.00	52,768.94	5,450.29		67.081	25,895.06
100-5185-10-03	Long/Short Term Disability	1,091.00		1,091.00	642.84	76.30		58.922	448.16
100-5186-10-03	WELLE-Wellness Prog Reimb Empl	2,400.00		2,400.00	1,000.00	100.00		41.667	1,400.00
	Subtotal object - 05	781,490.00	7790.54	789,280.54	520,718.56	53,981.33		65.974	268,561.98
100-5210-10-03	Office Supplies	4,750.00		4,750.00	2,823.53	425.40		59.443	1,926.47
100-5220-10-03	Office Equipment	1,100.00		1,100.00	1,733.71			157.61	(633.71)
100-5230-10-03	Dues,Fees,& Subscriptions	8,398.00		8,398.00	5,970.01	42.99		71.088	2,427.99
100-5240-10-03	Postage and Delivery	2,250.00		2,250.00	1,359.68	125.40		60.43	890.32

100-5280-10-03	Printing and Reproduction	9,350.00		9,350.00	1,225.00		13.102	8,125.00
100-5290-10-03	Other Charges and Services	900.00		900.00	712.53		79.17	187.47
	Subtotal object - 05	26,748.00		26,748.00	13,824.46	593.79	51.684	12,923.54
100-5330-10-03	Copier Expense	1,500.00		1,500.00	931.28	121.89	62.085	568.72
	Subtotal object - 05	1,500.00		1,500.00	931.28	121.89	62.085	568.72
100-5400-10-03	Uniform Expense	495.00		495.00	510.42	61.94	103.115	(15.42)
100-5410-10-03	Professional Services	4,000.00		4,000.00	2,061.65		51.541	1,938.35
100-5412-10-03	Audit Fees	47,500.00		47,500.00	45,125.00		95	2,375.00
100-5414-10-03	Appraisal/Tax Fees	173,300.00		173,300.00	132,739.70	5,950.65	40,412.90	76.595
100-5418-10-03	IT Fees	52,479.00		52,479.00	42,539.69		81.06	9,939.31
100-5419-10-03	IT Licenses	10,000.00		10,000.00	9,000.00		90	1,000.00
100-5430-10-03	Legal Fees	8,000.00		8,000.00	4,336.70	741.00	54.209	3,663.30
100-5435-10-03	Legal Notices/Filings	200.00		200.00	70.00		35	130.00
	Subtotal object - 05	295,974.00		295,974.00	236,383.16	6,753.59	40,412.90	79.866
100-5530-10-03	Travel	12,580.00		12,580.00	1,639.47		13.032	10,940.53
100-5533-10-03	Mileage Expense	3,360.00		3,360.00	304.44		9.061	3,055.56
100-5536-10-03	Training/Seminars	9,829.00		9,829.00	3,057.61	60.00	31.108	6,771.39
	Subtotal object - 05	25,769.00		25,769.00	5,001.52	60.00	19.409	20,767.48
Program number: 3	FINANCE	1,131,481.00	7790.54	1,139,271.54	776,858.98	61,510.60	40,412.90	68.189
100-5110-10-04	Salaries & Wages	285,456.00	15837.53	301,293.53	200,052.90	17,844.07	66.398	101,240.63
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	510.00	85.00	50	510.00
100-5145-10-04	Social Security Expense	17,790.00		17,790.00	12,263.93	1,067.33	68.937	5,526.07
100-5150-10-04	Medicare Expense	4,161.00		4,161.00	2,869.47	249.62	68.961	1,291.53
100-5155-10-04	SUTA Expense	810.00		810.00	711.04	41.19	87.783	98.96
100-5160-10-04	Health Insurance	13,955.00		13,955.00	12,936.34	1,325.30	92.7	1,018.66
100-5165-10-04	Dental Insurance	857.00		857.00	656.82	76.22	76.642	200.18
100-5170-10-04	Life Insurance/AD&D	308.00		308.00	263.90	10.88	85.682	44.10
100-5175-10-04	Liability (TML)/Workers' Comp	546.00		546.00	572.76	48.29	104.901	(26.76)
100-5180-10-04	TMRS Expense	38,878.00		38,878.00	22,384.46	2,421.41	57.576	16,493.54
100-5185-10-04	Long/Short Term Disability	464.00		464.00	227.88	29.02	49.112	236.12
100-5186-10-04	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	509.08	39.16	42.423	690.92
100-5190-10-04	Contract Labor				712.50		0	(712.50)
100-5191-10-04	Hiring Cost	20,000.00		20,000.00	16,497.97	1,738.85	82.49	3,502.03
	Subtotal object - 05	385,890.00	15837.53	401,727.53	271,604.05	24,976.34	67.609	130,123.48
100-5210-10-04	Office Supplies	1,400.00		1,400.00	993.05	158.31	70.932	406.95
100-5220-10-04	Office Equipment	1,500.00		1,500.00	326.17		21.745	1,173.83
100-5220-10-04-2019-EM	Office Equipment - COVID-19					(756.00)	0	
100-5230-10-04	Dues,Fees,& Subscriptions	3,500.00		3,500.00	1,341.66	30.38	38.333	2,158.34
100-5240-10-04	Postage and Delivery	150.00		150.00	335.75		223.833	(185.75)
100-5280-10-04	Printing and Reproduction	500.00		500.00	159.28		31.856	340.72
	Subtotal object - 05	7,050.00		7,050.00	3,155.91	(567.31)	44.765	3,894.09
100-5330-10-04	Copier Expense	2,000.00		2,000.00	802.69	150.08	40.135	1,197.31
	Subtotal object - 05	2,000.00		2,000.00	802.69	150.08	40.135	1,197.31
100-5410-10-04	Professional Services	35,000.00		35,000.00	3,610.00		3,602.50	10.314
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	15,024.15	874.00	150.242	(5,024.15)
100-5435-10-04	Legal Notices/Filings	150.00		150.00	66.00		44	84.00
100-5480-10-04	Contracted Services	3,000.00		3,000.00			0	3,000.00
	Subtotal object - 05	48,550.00		48,550.00	18,700.15	874.00	3,602.50	38.517
100-5526-10-04	Data Network	480.00		480.00	227.94		47.488	252.06
100-5530-10-04	Travel	5,500.00		5,500.00			0	5,500.00
100-5533-10-04	Mileage Expense	500.00		500.00			0	500.00
100-5536-10-04	Training/Seminars	18,000.00		18,000.00	8,072.12		44.845	9,927.88
	Subtotal object - 05	24,480.00		24,480.00	8,300.06		33.905	16,179.94
100-5600-10-04	Special Events	10,000.00		10,000.00	5,649.85		56.499	4,350.15

	Subtotal object - 05	10,000.00		10,000.00	5,649.85		56.499	4,350.15
100-7145-10-04	Transfer to VERF	1,112.00		1,112.00	834.03	92.67	75.003	277.97
	Subtotal object - 07	1,112.00		1,112.00	834.03	92.67	75.003	277.97
Program number: 4	HUMAN RESOURCES	479,082.00	15837.53	494,919.53	309,046.74	25,525.78	3,602.50	62.444
100-5110-10-05	Salaries & Wages	254,763.00	4353.43	259,116.43	188,675.25	20,215.82		72.815
100-5115-10-05	Salaries - Overtime	2,960.00		2,960.00	1,003.77	109.11		33.911
100-5126-10-05	SALARIES-VACATION BUY-OUT	1,318.00		1,318.00	2,823.20		214.203	(1,505.20)
100-5140-10-05	Salaries - Longevity Pay	470.00		470.00	430.00		91.489	40.00
100-5143-10-05	Cell Phone Allowance	4,500.00		4,500.00	3,375.00	375.00	75	1,125.00
100-5145-10-05	Social Security Expense	16,369.00		16,369.00	10,852.02	1,129.23	66.296	5,516.98
100-5150-10-05	Medicare Expense	3,829.00		3,829.00	2,537.98	264.10	66.283	1,291.02
100-5155-10-05	SUTA Expense	486.00		486.00	432.00		88.889	54.00
100-5160-10-05	Health Insurance	34,464.00		34,464.00	30,830.64	3,008.96	89.458	3,633.36
100-5165-10-05	Dental Insurance	1,409.00		1,409.00	1,032.72	114.74	73.295	376.28
100-5170-10-05	Life Insurance/AD&D	324.00		324.00	302.40	33.60	93.333	21.60
100-5175-10-05	Liability (TML)/Workers' Comp	496.00		496.00	471.70	55.06	95.101	24.30
100-5180-10-05	TMRS Expense	35,774.00		35,774.00	26,250.92	2,765.53	73.38	9,523.08
100-5185-10-05	Long/Short Term Disability	485.00		485.00	339.39	38.40	69.977	145.61
100-5186-10-05	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	900.00	100.00	75	300.00
	Subtotal object - 05	358,847.00	4353.43	363,200.43	270,256.99	28,209.55	74.41	92,943.44
100-5210-10-05	Office Supplies	600.00		600.00	61.55		10.258	538.45
100-5212-10-05	Building Supplies	600.00		600.00			0	600.00
100-5220-10-05	Office Equipment	710.00		710.00	335.18		47.208	374.82
100-5225-10-05	Computer Hardware	60,125.00		60,125.00	48,827.67	121.88	81.21	11,297.33
100-5225-10-05-2019-EM	Computer Hardware - COVID-19					(3,247.48)	0	
100-5230-10-05	Dues,Fees,& Subscriptions	575.00		575.00	507.17		88.203	67.83
100-5240-10-05	Postage and Delivery	125.00		125.00	41.71	29.60	33.368	83.29
100-5280-10-05	Printing and Reproduction	100.00		100.00			0	100.00
100-5290-10-05	Other Charges and Services	360.00		360.00	86.52		24.033	273.48
	Subtotal object - 05	63,195.00		63,195.00	49,859.80	(3,096.00)	78.898	13,335.20
100-5330-10-05	Copier Expense	57,500.00		57,500.00	31,190.25	3.03	54.244	26,309.75
	Subtotal object - 05	57,500.00		57,500.00	31,190.25	3.03	54.244	26,309.75
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	37,170.88	1,206.60	9,780.02	66.952
100-5418-10-05-2019-EM	IT Fees - COVID-19					(152.44)	0	
100-5419-10-05	IT Licenses	169,026.00		169,026.00	48,719.73	2,579.04	19,834.20	28.824
100-5430-10-05	Legal Fees	750.00		750.00	950.01	114.00	126.668	(200.01)
100-5435-10-05	Legal Notices/Filings				278.00		0	(278.00)
100-5480-10-05	Contracted Services	21,388.00	16000	37,388.00	42,154.44	5,847.08	3,094.26	112.749
	Subtotal object - 05	247,483.00	16000	263,483.00	129,273.06	9,594.28	32,708.48	49.063
100-5520-10-05	Telephones	35,990.00		35,990.00	18,607.58	2,081.98	51.702	17,382.42
100-5526-10-05	Data Network	53,870.00		53,870.00	10,782.00	1,218.19	20.015	43,088.00
100-5530-10-05	Travel	6,600.00		6,600.00	933.20		14.139	5,666.80
100-5533-10-05	Mileage Expense	900.00		900.00	247.08		27.453	652.92
100-5536-10-05	Training/Seminars	7,400.00		7,400.00	5,517.00		74.554	1,883.00
	Subtotal object - 05	104,760.00		104,760.00	36,086.86	3,300.17	34.447	68,673.14
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	-16000	170,961.00	143,283.79		15,030.00	83.811
	Subtotal object - 06	186,961.00	-16000	170,961.00	143,283.79		15,030.00	83.811
100-7145-10-05	Transfer to VERF	35,296.00		35,296.00	26,471.97	2,941.33	75	8,824.03
	Subtotal object - 07	35,296.00		35,296.00	26,471.97	2,941.33	75	8,824.03
Program number: 5	INFORMATION TECHNOLOGY	1,054,442.00	4353.43	1,058,795.43	686,468.38	40,952.36	47,738.48	64.835
100-5110-10-07	Salaries & Wages	195,125.00	8502.1	203,627.10	160,497.49	15,983.91		78.819
100-5115-10-07	Salaries - Overtime	270.00		270.00	72.87		26.989	197.13

100-5126-10-07	Salaries-Vacation Buy-Out	3,627.00		3,627.00	3,846.72		106.058	(219.72)
100-5140-10-07	Salaries - Longevity Pay	745.00		745.00	370.00		49.664	375.00
100-5143-10-07	Cell Phone Allowance				180.00	60.00	0	(180.00)
100-5145-10-07	Social Security Expense	12,386.00		12,386.00	9,560.86	944.71	77.191	2,825.14
100-5150-10-07	Medicare Expense	2,897.00		2,897.00	2,236.02	220.94	77.184	660.98
100-5155-10-07	SUTA Expense	648.00		648.00	579.65		89.452	68.35
100-5160-10-07	Health Insurance	30,069.00		30,069.00	20,102.24	1,972.50	66.854	9,966.76
100-5165-10-07	Dental Insurance	1,339.00		1,339.00	1,009.32	111.76	75.379	329.68
100-5170-10-07	Life Insurance/AD&D	338.00		338.00	253.26	28.14	74.929	84.74
100-5175-10-07	Liability (TML)/Workers' Comp	793.00		793.00	1,042.45	104.39	131.456	(249.45)
100-5180-10-07	TMRS Expense	27,069.00		27,069.00	22,378.45	2,170.99	82.672	4,690.55
100-5185-10-07	Long/Short Term Disability	323.00		323.00	211.74	17.74	65.554	111.26
100-5186-10-07	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	450.00	50.00	37.5	750.00
	Subtotal object - 05	276,829.00	8502.1	285,331.10	222,791.07	21,665.08	78.082	62,540.03
100-5210-10-07	Office Supplies	2,275.00		2,275.00	1,756.07	36.35	77.19	518.93
100-5230-10-07	Dues,Fees,& Subscriptions	415.00		415.00	306.76		73.918	108.24
100-5240-10-07	Postage and Delivery	3,800.00		3,800.00	1,771.10	120.05	46.608	2,028.90
100-5250-10-07	Publications	100.00		100.00	67.30		67.3	32.70
100-5280-10-07	Printing and Reproduction	1,700.00		1,700.00	954.12	630.00	56.125	745.88
100-5290-10-07	Other Charges and Services	350.00		350.00	275.36	40.05	78.674	74.64
	Subtotal object - 05	8,640.00		8,640.00	5,130.71	826.45	59.383	3,509.29
100-5310-10-07	Rental Expense	2,701.00		2,701.00	1,014.06		37.544	1,686.94
100-5330-10-07	Copier Expense	1,850.00		1,850.00	584.22	78.94	31.579	1,265.78
100-5350-10-07	VEHICLE EXPENSE	500.00		500.00	389.41	12.00	77.882	110.59
100-5352-10-07	FUEL	3,000.00		3,000.00	118.64	31.39	3.955	2,881.36
100-5353-10-07	OIL/GREASE/INSPECTIONS	300.00		300.00			0	300.00
	Subtotal object - 05	8,351.00		8,351.00	2,106.33	122.33	25.222	6,244.67
100-5410-10-07	Professional Services	3,500.00		3,500.00	1,650.00	250.00	47.143	1,850.00
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	922.68		12.469	6,477.32
100-5420-10-07	Municipal Court/Judge Fees	39,400.00		39,400.00	25,600.00	3,200.00	16,000.00	64.975
100-5425-10-07	State Fines Expense	3,000.00		3,000.00	3,358.52	713.36	111.951	(358.52)
100-5430-10-07	Legal Fees	43,200.00		43,200.00	29,251.73	2,716.31	67.712	13,948.27
	Subtotal object - 05	96,500.00		96,500.00	64,224.85	6,879.67	16,000.00	66.554
100-5530-10-07	Travel	900.00		900.00	473.96		52.662	426.04
100-5533-10-07	Mileage Expense	800.00		800.00			0	800.00
100-5536-10-07	Training/Seminars	1,000.00		1,000.00	825.00		82.5	175.00
	Subtotal object - 05	2,700.00		2,700.00	1,298.96		48.11	1,401.04
100-7145-10-07	Transfer to VERF	97.00		97.00	72.72	8.08	74.969	24.28
	Subtotal object - 07	97.00		97.00	72.72	8.08	74.969	24.28
Program number: 7	MUNICIPAL COURT	393,117.00	8502.1	401,619.10	295,624.64	29,501.61	16,000.00	73.608
100-5110-10-99	Salaries & Wages	(205,272.00)	-127672	(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	-127672	(126,944.00)	228,101.37			(355,045.37)
100-5210-10-99	OFFICE SUPPLIES	1,000.00		1,000.00	1,255.68	89.62	125.568	(255.68)
100-5230-10-99	DUES,FEES,& SUBSCRIPTIONS	1,300.00		1,300.00	200.00		15.385	1,100.00
	Subtotal object - 05	2,300.00		2,300.00	1,455.68	89.62	63.29	844.32
100-5305-10-99	Chapt 380 Program Grant Exp	672,010.00	-222000	450,010.00	389,546.28	2,830.92	86.564	60,463.72
100-5306-10-99	Developer Rollback Incentives	25,000.00		25,000.00	19,465.08		77.86	5,534.92
100-5350-10-99	Vehicle Expense	19,000.00		19,000.00	989.51	47.99	5.208	18,010.49
100-5352-10-99	Fuel	1,250.00		1,250.00	317.53	13.34	25.402	932.47
100-5353-10-99	Oil/Grease/Inspections	50.00		50.00			0	50.00
	Subtotal object - 05	717,310.00	-222000	495,310.00	410,318.40	2,892.25	82.841	84,991.60
100-5410-10-99	Professional Services	71,500.00	22000	93,500.00	50,541.00	20,350.00	31,852.43	54.055
100-5415-10-99	Tuition Reimbursement	54,207.00		54,207.00	18,479.63	4,137.02	34.091	35,727.37
100-5480-10-99	Contracted Services	86,000.00		86,000.00	36,000.00	7,600.00	41.86	6,100.00

100-5489-10-99	Developer Reimbursement				18,750.00			0	(18,750.00)
	Subtotal object - 05	211,707.00	22000	233,707.00	123,770.63	32,087.02	75,752.43	52.96	34,183.94
100-5600-10-99	Special Events	10,000.00		10,000.00	8,272.59			82.726	1,727.41
	Subtotal object - 05	10,000.00		10,000.00	8,272.59			82.726	1,727.41
100-5930-10-99	Damage Claims Expense	65,000.00		65,000.00	24,292.01			37.372	40,707.99
	Subtotal object - 05	65,000.00		65,000.00	24,292.01			37.372	40,707.99
100-6610-10-99	Capital	200,000.00	-49477	150,523.00	116,609.48	1,280.59		77.47	33,913.52
	Subtotal object - 06	200,000.00	-49477	150,523.00	116,609.48	1,280.59		77.47	33,913.52
100-7000-10-99	Contingency	50,000.00	-12180	37,820.00	8,948.00		437.50	23.659	28,434.50
	Subtotal object - 07	50,000.00	-12180	37,820.00	8,948.00	3,448.00	437.50	23.659	28,434.50
100-7145-10-99	Transfer to VERF	3,731.00		3,731.00	2,798.28			310.92	75.001
	Subtotal object - 07	3,731.00		3,731.00	2,798.28			310.92	75.001
Program number: 99	NON-DEPARTMENTAL	1,260,776.00	-389329	871,447.00	924,566.44	40,108.40	76,189.93	106.096	(129,309.37)
Department number: 10	ADMINISTRATION	5,442,762.00	-303472.6	5,139,289.40	3,909,099.09	292,760.88	303,060.39	76.063	927,129.92
100-5110-20-01	Salaries & Wages	2,127,340.00	71677.52	2,199,017.52	1,343,075.68	151,530.98		61.076	855,941.84
100-5115-20-01	Salaries - Overtime	190,106.00		190,106.00	69,261.69	8,238.77		36.433	120,844.31
100-5126-20-01	Salaries-Vacation Buy-Out	3,331.00		3,331.00	21,357.36			641.17	(18,026.36)
100-5127-20-01	Salaries-Certification Pay	21,420.00		21,420.00	18,892.11	1,675.31		88.198	2,527.89
100-5140-20-01	Salaries - Longevity Pay	4,665.00		4,665.00	4,430.00			94.962	235.00
100-5143-20-01	Cell Phone Allowance	8,190.00		8,190.00	1,875.00	250.00		22.894	6,315.00
100-5145-20-01	Social Security Expense	146,014.00		146,014.00	87,615.16	9,984.63		60.005	58,398.84
100-5150-20-01	Medicare Expense	34,148.00		34,148.00	20,824.20	2,335.12		60.982	13,323.80
100-5155-20-01	SUTA Expense	5,184.00		5,184.00	3,611.27			69.662	1,572.73
100-5160-20-01	Health Insurance	252,439.00		252,439.00	116,632.05	10,634.06		46.202	135,806.95
100-5165-20-01	Dental Insurance	10,489.00		10,489.00	6,087.56	701.00		58.038	4,401.44
100-5170-20-01	Life Insurance/AD&D	9,580.00		9,580.00	5,826.90	675.22		60.824	3,753.10
100-5175-20-01	Liability (TML)/Workers' Comp	46,799.00		46,799.00	32,971.72	4,026.08		70.454	13,827.28
100-5180-20-01	TMRs Expense	319,110.00		319,110.00	199,220.33	22,257.71		62.43	119,889.67
100-5185-20-01	Long/Short Term Disability	4,148.00		4,148.00	2,326.48	269.97		56.087	1,821.52
100-5186-20-01	WELLE-Wellness Prog Reimb Empl	6,600.00		6,600.00	2,991.94	417.48		45.332	3,608.06
100-5191-20-01	Hiring Cost	55.00		55.00	44.00	(164.17)		80	11.00
100-5192-20-01	Physical & Psychological	2,540.00		2,540.00	2,550.00	800.00		100.394	(10.00)
	Subtotal object - 05	3,192,158.00	71677.52	3,263,835.52	1,939,593.45	213,632.16		59.427	1,324,242.07
100-5210-20-01	Office Supplies	12,800.00		12,800.00	5,678.24	1,074.46		44.361	7,121.76
100-5214-20-01	Tactical Supplies	36,875.00	-848	36,027.00	14,251.20	5,159.13	17,716.54	39.557	4,059.26
100-5215-20-01	Ammunition	66,560.00		66,560.00	48,484.17		114.48	72.843	17,961.35
100-5220-20-01	Office Equipment				793.82			0	(793.82)
100-5230-20-01	Dues,Fees,& Subscriptions	7,950.00		7,950.00	6,090.81	441.73		76.614	1,859.19
100-5240-20-01	Postage and Delivery	1,426.00		1,426.00	1,126.47	194.48		78.995	299.53
100-5250-20-01	Publications				705.54			0	(705.54)
100-5265-20-01	Promotional Expense	500.00		500.00				0	500.00
100-5280-20-01	Printing and Reproduction	800.00		800.00	263.67	228.33		32.959	536.33
100-5290-20-01	Other Charges and Services				1,420.04	164.17		0	(1,420.04)
	Subtotal object - 05	126,911.00	-848	126,063.00	78,813.96	7,262.30	17,831.02	62.52	29,418.02
100-5310-20-01	Rental Expense	4,410.00		4,410.00	3,300.60	344.20		74.844	1,109.40
100-5320-20-01	Repairs & Maintenance	800.00		800.00	536.18			67.023	263.82
100-5330-20-01	Copier Expense	2,100.00		2,100.00	798.44	192.16		38.021	1,301.56
100-5350-20-01	Vehicle Expense	86,956.00		86,956.00	57,182.90	8,901.44	13,742.88	65.761	16,030.22
100-5352-20-01	Fuel	81,360.00		81,360.00	41,692.22	3,391.56		51.244	39,667.78
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	103,510.34	12,829.36	13,742.88	57.275	63,472.78
100-5400-20-01	Uniform Expense	68,722.00		68,722.00	15,126.91	4,470.32	3,440.45	22.012	50,154.64
100-5410-20-01	Professional Services	17,660.00		17,660.00	29,362.10	293.20		166.263	(11,702.10)
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	19,393.40	3,029.40		134.676	(4,993.40)
100-5480-20-01	Contracted Services	49,322.00		49,322.00	40,852.07	2,142.49		82.827	8,469.93

	Subtotal object - 05	166,694.00		166,694.00	104,734.48	9,935.41	3,440.45	62.83	58,519.07
100-5520-20-01	Telephones	4,000.00		4,000.00	2,159.03	248.10		53.976	1,840.97
100-5523-20-01	Water/Sewer Charges	1,400.00		1,400.00	1,049.72	126.43		74.98	350.28
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	5,539.01	605.44		49.328	5,689.99
100-5526-20-01	Data Network	7,425.00		7,425.00	6,937.03			93.428	487.97
100-5530-20-01	Travel	4,000.00		4,000.00	2,720.49			68.012	1,279.51
100-5533-20-01	Mileage Expense	1,000.00		1,000.00	268.13			26.813	731.87
100-5536-20-01	Training/Seminars	52,600.00		52,600.00	20,392.18	4,790.00		38.768	32,207.82
	Subtotal object - 05	83,454.00		83,454.00	39,065.59	5,769.97		46.811	44,388.41
100-5600-20-01	Special Events	5,000.00		5,000.00	246.80	203.14		4.936	4,753.20
100-5620-20-01	TOOLS & EQUIPMENT	120,983.00		120,983.00	23,474.94	35.00	9,319.04	19.404	88,189.02
100-5630-20-01	Safety Equipment	14,124.00		14,124.00	975.00			6.903	13,149.00
100-5630-20-01-2019-EM	Safety Equipment - COVID-19					(8,629.15)		0	
	Subtotal object - 05	140,107.00		140,107.00	24,696.74	(8,391.01)	9,319.04	17.627	106,091.22
100-6140-20-01	Capital Expense-Equipment	65,694.00	38174.43	103,868.43	52,150.85		44,757.87	50.209	6,959.71
100-6160-20-01	Capital Expense-Vehicles	142,654.00		142,654.00	37,301.43	7,351.00	101,225.00	26.148	4,127.57
	Subtotal object - 06	208,348.00	38174.43	246,522.43	89,452.28	7,351.00	145,982.87	36.286	11,087.28
100-7145-20-01	Transfer to VERF	350,015.00		350,015.00	262,511.28	29,167.92		75	87,503.72
	Subtotal object - 07	350,015.00		350,015.00	262,511.28	29,167.92		75	87,503.72
Program number: 1	OPERATIONS	4,448,413.00	109003.95	4,557,416.95	2,642,378.12	277,557.11	190,316.26	57.98	1,724,722.57
100-5110-20-05	Salaries & Wages	534,637.00	25540.98	560,177.98	386,963.50	42,551.30		69.079	173,214.48
100-5115-20-05	Salaries - Overtime	10,545.00		10,545.00	31,092.47	1,851.53		294.855	(20,547.47)
100-5126-20-05	Salaries-Vacation Buy-Out	7,049.00		7,049.00	4,051.60			57.478	2,997.40
100-5127-20-05	Salaries-Certification Pay	10,800.00		10,800.00	9,324.89	1,043.02		86.342	1,475.11
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	26,111.17	2,766.98		74.467	8,952.83
100-5150-20-05	Medicare Expense	8,200.00		8,200.00	6,106.67	647.14		74.472	2,093.33
100-5155-20-05	SUTA Expense	1,782.00		1,782.00	1,614.80			90.617	167.20
100-5160-20-05	Health Insurance	99,490.00		99,490.00	56,471.98	5,543.50		56.761	43,018.02
100-5165-20-05	Dental Insurance	4,797.00		4,797.00	2,977.10	356.90		62.062	1,819.90
100-5170-20-05	Life Insurance/AD&D	1,239.00		1,239.00	886.41	103.18		71.542	352.59
100-5175-20-05	Liability (TML)/Workers' Comp	1,146.00		1,146.00	1,038.77	123.23		90.643	107.23
100-5180-20-05	TMRS Expense	76,630.00		76,630.00	58,899.78	6,263.15		76.863	17,730.22
100-5185-20-05	Long/Short Term Disability	1,017.00		1,017.00	663.08	79.20		65.2	353.92
100-5186-20-05	WELLE-Wellness Prog Reimb Empl	3,000.00		3,000.00	1,566.40	195.80		52.213	1,433.60
	Subtotal object - 05	797,301.00	25540.98	822,841.98	589,063.62	61,524.93		71.589	233,778.36
100-5210-20-05	Office Supplies	4,079.00		4,079.00	1,633.89	359.44		40.056	2,445.11
100-5210-20-05-2019-EM	Office Supplies - COVID-19					(53.98)		0	
100-5212-20-05	Building Supplies	1,500.00		1,500.00	332.24			22.149	1,167.76
100-5220-20-05	Office Equipment	4,699.00		4,699.00	328.63			6.994	4,370.37
100-5230-20-05	Dues,Fees,& Subscriptions	3,520.00		3,520.00	1,162.75			33.033	2,357.25
100-5240-20-05	Postage and Delivery				18.00	0.50		0	(18.00)
100-5250-20-05	Publications	300.00		300.00				0	300.00
	Subtotal object - 05	14,098.00		14,098.00	3,475.51	305.96		24.653	10,622.49
100-5330-20-05	Copier Expense	600.00		600.00	472.10	94.79		78.683	127.90
100-5340-20-05	Building Repairs	3,000.00		3,000.00	1,266.04			42.201	1,733.96
	Subtotal object - 05	3,600.00		3,600.00	1,738.14	94.79		48.282	1,861.86
100-5400-20-05	Uniform Expense	1,600.00		1,600.00	635.74			39.734	964.26
100-5419-20-05	IT Licenses	115,592.00		115,592.00	69,470.76		6,743.15	60.1	39,378.09
100-5430-20-05	Legal Fees				247.00			0	(247.00)
100-5480-20-05	Contracted Services	89,453.00		89,453.00	71,094.35	270.72		79.477	18,358.65
	Subtotal object - 05	206,645.00		206,645.00	141,447.85	270.72	6,743.15	68.45	58,454.00
100-5520-20-05	Telephones	1,200.00		1,200.00	1,125.47	146.88		93.789	74.53
100-5524-20-05	Gas	1,000.00		1,000.00	804.66			80.466	195.34
100-5526-20-05	Data Network	267.00		267.00				0	267.00

100-5530-20-05	Travel	5,000.00		5,000.00			0	5,000.00	
100-5530-20-05-2019-EM	Travel - COVID-19				(934.85)		0		
100-5536-20-05	Training/Seminars	7,683.00		7,683.00	4,348.90	1,094.00	56.604	3,334.10	
	Subtotal object - 05	15,150.00		15,150.00	6,279.03	306.03	41.446	8,870.97	
100-5600-20-05	Special Events	1,000.00		1,000.00	594.67		59.467	405.33	
100-5630-20-05-2019-EM	Safety Equipment - COVID19					(437.41)	0		
	Subtotal object - 05	1,000.00		1,000.00	594.67	(437.41)	59.467	405.33	
100-7145-20-05	Transfer to VERF	10,455.00		10,455.00	7,841.25	871.25	75	2,613.75	
	Subtotal object - 07	10,455.00		10,455.00	7,841.25	871.25	75	2,613.75	
Program number: 5	DISPATCH	1,048,249.00	25540.98	1,073,789.98	750,440.07	62,936.27	6,743.15	69.887	316,606.76
Department number: 20	POLICE	5,496,662.00	134544.93	5,631,206.93	3,392,818.19	340,493.38	197,059.41	60.25	2,041,329.33
100-5110-30-01	Salaries & Wages	2,618,606.00	559003.34	3,177,609.34	2,221,025.12	236,347.02		69.896	956,584.22
100-5115-30-01	Salaries - Overtime	449,699.00	86400	536,099.00	364,223.57	58,417.30		67.94	171,875.43
100-5116-30-01	Salaries - FLSA Overtime	80,452.00	11946	92,398.00	41,229.45	4,879.42		44.622	51,168.55
100-5126-30-01	Salaries-Vacation Buy-Out	5,586.00		5,586.00	7,771.36		139.122	(2,185.36)	
100-5127-30-01	Salaries-Certification Pay	55,260.00	9000	64,260.00	33,711.87	3,720.12		52.462	30,548.13
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	3060	9,660.00	6,990.00	805.00		72.36	2,670.00
100-5145-30-01	Social Security Expense	200,168.00	32499	232,667.00	156,281.27	17,755.38		67.17	76,385.73
100-5150-30-01	Medicare Expense	46,813.00	7600	54,413.00	36,782.01	4,152.48		67.598	17,630.99
100-5155-30-01	SUTA Expense	7,128.00	972	8,100.00	5,626.65	84.49		69.465	2,473.35
100-5160-30-01	Health Insurance	280,234.00	58680	338,914.00	269,515.80	27,839.34		79.523	69,398.20
100-5165-30-01	Dental Insurance	12,361.00	2520	14,881.00	10,841.74	1,246.34		72.856	4,039.26
100-5170-30-01	Life Insurance/AD&D	10,354.00	945	11,299.00	9,109.20	1,050.34		80.62	2,189.80
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	18288	56,388.00	57,425.32	7,464.56		101.84	(1,037.32)
100-5180-30-01	TMRS Expense	412,445.00	71026	483,471.00	354,308.35	40,750.39		73.284	129,162.65
100-5185-30-01	Long/Short Term Disability	4,625.00	889	5,514.00	3,713.00	419.48		67.338	1,801.00
100-5186-30-01	WELLE-Wellness Prog Reimb Empl	6,000.00	3600	9,600.00	6,431.78	845.80		66.998	3,168.22
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	8442	32,042.00	24,255.00			75.698	7,787.00
	Subtotal object - 05	4,271,346.00	874870.34	5,146,216.34	3,627,667.49	405,777.46		70.492	1,518,548.85
100-5210-30-01	Office Supplies	7,500.00	300	7,800.00	4,301.81	218.24		55.151	3,498.19
100-5212-30-01	Building Supplies	12,000.00		12,000.00	7,618.42	382.54		63.487	4,381.58
100-5220-30-01	Office Equipment	5,000.00	6870	11,870.00	8,370.58	124.73		70.519	3,499.42
100-5220-30-01-2019-EM	Office Equipment - COVID 19					(348.99)		0	
100-5230-30-01	Dues,Fees,& Subscriptions	12,050.00	1200	13,250.00	8,136.93	535.94		61.411	5,113.07
100-5240-30-01	Postage and Delivery	397.00		397.00	289.11			72.824	107.89
100-5250-30-01	Publications	700.00		700.00				0	700.00
100-5280-30-01	Printing and Reproduction	1,900.00		1,900.00	1,170.94			61.628	729.06
100-5290-30-01	Other Charges and Services	4,500.00		4,500.00	3,414.39	176.61		75.875	1,085.61
	Subtotal object - 05	44,047.00	8370	52,417.00	33,302.18	1,089.07		63.533	19,114.82
100-5320-30-01	Repairs & Maintenance	20,000.00		20,000.00	12,324.66	8,859.52		61.623	7,675.34
100-5330-30-01	Copier Expense	3,613.00		3,613.00	1,869.43	356.06		51.742	1,743.57
100-5335-30-01	Radio/Video Equip. and Repairs	6,760.00		6,760.00	1,047.30			15.493	5,712.70
100-5340-30-01	Building Repairs	45,000.00	249477	294,477.00	84,862.23	71,102.65	190,592.52	28.818	19,022.25
100-5350-30-01	Vehicle Expense	78,000.00		78,000.00	36,488.56	2,574.25		46.78	41,511.44
100-5352-30-01	Fuel	33,000.00		33,000.00	23,552.84	2,363.28		71.372	9,447.16
100-5353-30-01	Oil/Grease/Inspections	950.00		950.00	91.00	7.00		9.579	859.00
	Subtotal object - 05	187,323.00	249477	436,800.00	160,236.02	85,262.76	190,592.52	36.684	85,971.46
100-5400-30-01	Uniform Expense	41,500.00	9000	50,500.00	49,267.22		1,232.57	97.559	0.21
100-5419-30-01	IT Licenses	13,420.00		13,420.00	13,420.49			100.004	(0.49)
100-5430-30-01	Legal Fees	4,000.00		4,000.00	380.00	152.00		9.5	3,620.00
100-5440-30-01	EMS	121,000.00		121,000.00	105,282.53	5,972.67	11,315.65	87.01	4,401.82
100-5440-30-01-2019-EM	Emergency Supplies - COVID19					(1,462.00)		0	
100-5445-30-01	Emergency Management	15,000.00		15,000.00	8,118.27	209.99		54.122	6,881.73

100-5445-30-01-2019-EM	Emergency Management - COVID19					(531.40)		0	
100-5480-30-01	Contracted Services	20,750.00		20,750.00	16,547.71	1,207.77	5,000.00	79.748	(797.71)
	Subtotal object - 05	215,670.00	9000	224,670.00	193,016.22	5,549.03	17,548.22	85.911	14,105.56
100-5520-30-01	Telephones	2,292.00		2,292.00	1,541.33	204.86		67.248	750.67
100-5523-30-01	Water/Sewer Charges	15,800.00		15,800.00	12,367.90	2,299.89		78.278	3,432.10
100-5524-30-01	Gas	4,500.00		4,500.00	2,306.46			51.255	2,193.54
100-5525-30-01	Electricity	41,500.00		41,500.00	20,875.92	1,230.09		50.303	20,624.08
100-5526-30-01	Data Network	9,820.00		9,820.00	5,989.78			60.996	3,830.22
100-5530-30-01	Travel	9,778.00	1800	11,578.00	3,162.13			27.312	8,415.87
100-5533-30-01	Mileage Expense	1,500.00		1,500.00				0	1,500.00
100-5536-30-01	Training/Seminars	40,000.00	4770	44,770.00	27,115.28	(419.00)		60.566	17,654.72
	Subtotal object - 05	125,190.00	6570	131,760.00	73,358.80	3,315.84		55.676	58,401.20
100-5610-30-01	Fire Fighting Equipment	20,000.00		20,000.00	10,667.19	31.08		53.336	9,332.81
100-5620-30-01	Tools & Equipment	1,000.00		1,000.00	250.49	118.61		25.049	749.51
100-5630-30-01	Safety Equipment	50,000.00	23100	73,100.00	62,406.17	234.00	1,964.82	85.371	8,729.01
100-5630-30-01-2019-EM	Safety Equipment - COVID-19					(21,661.72)		0	
	Subtotal object - 05	71,000.00	23100	94,100.00	73,323.85	(21,278.03)	1,964.82	77.921	18,811.33
100-6140-30-01	Capital Expense-Equipment	31,500.00		31,500.00	739.36		27,895.00	2.347	2,865.64
100-6140-30-01-1931-EQ	Replacement Fire Engine Equipm	150,000.00		150,000.00	94,024.92	922.89	47,185.20	62.683	8,789.88
100-6160-30-01	Capital Expense-Vehicles	23,100.00		23,100.00	22,507.58	(3,378.33)		97.435	592.42
	Subtotal object - 06	204,600.00		204,600.00	117,271.86	(2,455.44)	75,080.20	57.318	12,247.94
100-7145-30-01	Transfer to VERF	833,359.00	108969	942,328.00	706,745.97	78,527.33		75	235,582.03
	Subtotal object - 07	833,359.00	108969	942,328.00	706,745.97	78,527.33		75	235,582.03
Program number: 1	OPERATIONS	5,952,535.00	1280356.34	7,232,891.34	4,984,922.39	555,788.02	285,185.76	68.92	1,962,783.19
100-5110-30-05	Salaries & Wages	252,792.00	12521.36	265,313.36	198,291.61	20,925.84		74.739	67,021.75
100-5115-30-05	Salaries - Overtime	24,404.00		24,404.00	17,169.20	1,031.86		70.354	7,234.80
100-5126-30-05	Salaries-Vacation Buy-Out	1,230.00		1,230.00	1,266.80			102.992	(36.80)
100-5140-30-05	Salaries - Longevity Pay	1,160.00		1,160.00	1,105.00			95.259	55.00
100-5143-30-05	Cell Phone Allowance	3,060.00		3,060.00	2,295.00	255.00		75	765.00
100-5145-30-05	Social Security Expense	17,525.00		17,525.00	12,704.79	1,270.79		72.495	4,820.21
100-5150-30-05	Medicare Expense	4,099.00		4,099.00	2,971.29	297.21		72.488	1,127.71
100-5155-30-05	SUTA Expense	486.00		486.00	432.00			88.889	54.00
100-5160-30-05	Health Insurance	23,500.00		23,500.00	17,624.52	1,958.28		74.998	5,875.48
100-5165-30-05	Dental Insurance	1,324.00		1,324.00	992.40	110.26		74.955	331.60
100-5170-30-05	Life Insurance/AD&D	1,126.00		1,126.00	844.02	93.78		74.957	281.98
100-5175-30-05	Liability (TML)/Workers' Comp	3,822.00		3,822.00	3,962.90	482.47		103.687	(140.90)
100-5180-30-05	TMRS Expense	38,299.00		38,299.00	29,501.52	2,973.08		77.029	8,797.48
100-5185-30-05	Long/Short Term Disability	481.00		481.00	349.55	39.76		72.672	131.45
100-5194-30-05	FD Annual Phy & Screening	1,678.00		1,678.00	1,690.00			100.715	(12.00)
	Subtotal object - 05	374,986.00	12521.36	387,507.36	291,200.60	29,438.33		75.147	96,306.76
100-5210-30-05	Office Supplies	350.00		350.00	140.01			40.003	209.99
100-5215-30-05	Ammunition	1,250.00		1,250.00	2,070.18			165.614	(820.18)
100-5220-30-05	Office Equipment	1,000.00		1,000.00	219.98			21.998	780.02
100-5230-30-05	Dues,Fees,& Subscriptions	750.00		750.00	959.34	175.00		127.912	(209.34)
100-5240-30-05	Postage and Delivery	100.00		100.00	14.60			14.6	85.40
100-5250-30-05	Publications	2,545.00		2,545.00	1,345.50			52.868	1,199.50
100-5280-30-05	Printing and Reproduction	500.00		500.00	266.19			53.238	233.81
100-5295-30-05	Public Education/Fire Prevent	7,500.00		7,500.00	2,819.68			37.596	4,680.32
	Subtotal object - 05	13,995.00		13,995.00	7,835.48	175.00		55.988	6,159.52
100-5335-30-05	Radio/Video Equip. and Repairs	500.00		500.00				0	500.00
100-5350-30-05	Vehicle Expense	3,000.00		3,000.00	2,044.10	290.59		68.137	955.90
100-5352-30-05	Fuel	3,000.00		3,000.00	1,434.77	127.88		47.826	1,565.23
100-5353-30-05	Oil/Grease/Inspections	500.00		500.00				0	500.00
	Subtotal object - 05	7,000.00		7,000.00	3,478.87	418.47		49.698	3,521.13
100-5400-30-05	Uniform Expense	3,300.00		3,300.00	1,166.06			35.335	2,133.94
100-5430-30-05	Legal Fees	2,500.00		2,500.00	228.00			9.12	2,272.00

100-5480-30-05	Contracted Services	2,650.00		2,650.00	2,650.00			100	
	Subtotal object - 05	8,450.00		8,450.00	4,044.06			47.859	4,405.94
100-5526-30-05	Data Network	1,845.00		1,845.00	683.82			37.063	1,161.18
100-5530-30-05	Travel	3,674.00		3,674.00	3,283.50			89.371	390.50
100-5536-30-05	Training/Seminars	5,700.00		5,700.00	4,869.03	(55.00)		85.422	830.97
	Subtotal object - 05	11,219.00		11,219.00	8,836.35	(55.00)		78.762	2,382.65
100-5620-30-05	Tools & Equipment	500.00		500.00				0	500.00
100-5630-30-05	Safety Equipment	4,000.00		4,000.00	595.53		285.58	14.888	3,118.89
100-5640-30-05	Signs & Hardware	350.00		350.00				0	350.00
	Subtotal object - 05	4,850.00		4,850.00	595.53		285.58	12.279	3,968.89
100-7145-30-05	Transfer to VERF	11,076.00		11,076.00	8,307.00	923.00		75	2,769.00
	Subtotal object - 07	11,076.00		11,076.00	8,307.00	923.00		75	2,769.00
Program number: 5	MARSHAL	431,576.00	12521.36	444,097.36	324,297.89	30,899.80	285.58	73.024	119,513.89
Department number: 30	FIRE	6,384,111.00	1292877.7	7,676,988.70	5,309,220.28	586,687.82	285,471.34	69.158	2,082,297.08
100-5110-40-01	Salaries & Wages	987,210.00	4737.09	991,947.09	697,072.27	71,141.47		70.273	294,874.82
100-5115-40-01	Salaries - Overtime	8,500.00		8,500.00	586.67	114.55		6.902	7,913.33
100-5126-40-01	Salaries-Vacation Buy-Out	6,705.00		6,705.00	7,945.84			118.506	(1,240.84)
100-5140-40-01	Salaries - Longevity Pay	3,360.00		3,360.00	3,545.00			105.506	(185.00)
100-5143-40-01	Cell Phone Allowance	4,860.00		4,860.00	3,365.00	325.00		69.239	1,495.00
100-5145-40-01	Social Security Expense	62,598.00		62,598.00	41,301.16	4,150.72		65.978	21,296.84
100-5150-40-01	Medicare Expense	14,640.00		14,640.00	9,659.15	970.74		65.978	4,980.85
100-5155-40-01	SUTA Expense	2,592.00		2,592.00	2,311.46	13.63		89.177	280.54
100-5160-40-01	Health Insurance	120,721.00		120,721.00	79,385.70	7,873.64		65.76	41,335.30
100-5165-40-01	Dental Insurance	6,520.00		6,520.00	4,651.13	501.52		71.336	1,868.87
100-5170-40-01	Life Insurance/AD&D	1,801.00		1,801.00	1,299.13	140.70		72.134	501.87
100-5175-40-01	Liability (TML)/Workers' Comp	3,352.00		3,352.00	3,347.93	374.26		99.879	4.07
100-5180-40-01	TMRS Expense	136,806.00		136,806.00	96,231.97	9,680.13		70.342	40,574.03
100-5185-40-01	Long/Short Term Disability	1,876.00		1,876.00	1,254.54	135.12		66.873	621.46
100-5186-40-01	WELLE-Wellness Prog Reimb Empl	1,800.00		1,800.00	1,401.90	237.06		77.883	398.10
	Subtotal object - 05	1,363,341.00	4737.09	1,368,078.09	953,358.85	95,658.54		69.686	414,719.24
100-5210-40-01	Office Supplies	5,000.00		5,000.00	3,144.60	100.87		62.892	1,855.40
100-5220-40-01	Office Equipment	3,000.00		3,000.00	2,999.80	1,275.00		99.993	0.20
100-5220-40-01-2019-EM	Office Equipment - COVID-19					(252.00)		0	
100-5230-40-01	Dues,Fees,& Subscriptions	2,000.00		2,000.00	1,750.24			87.512	249.76
100-5240-40-01	Postage and Delivery	25.00		25.00	0.50			2	24.50
100-5250-40-01	Publications	3,000.00		3,000.00	2,112.41	1,290.38		70.414	887.59
100-5280-40-01	Printing and Reproduction	1,000.00		1,000.00	216.69			21.669	783.31
100-5290-40-01	Other Charges and Services	500.00		500.00	33.42			6.684	466.58
	Subtotal object - 05	14,525.00		14,525.00	10,257.66	2,414.25		70.621	4,267.34
100-5330-40-01	Copier Expense	2,500.00		2,500.00	1,347.87	251.41		53.915	1,152.13
100-5350-40-01	Vehicle Expense	10,555.00		10,555.00	4,841.02	1,678.48		45.865	5,713.98
100-5352-40-01	Fuel	6,500.00		6,500.00	4,140.52	334.61		63.7	2,359.48
	Subtotal object - 05	19,555.00		19,555.00	10,329.41	2,264.50		52.822	9,225.59
100-5400-40-01	Uniform Expense	3,000.00		3,000.00	2,211.99			73.733	788.01
100-5410-40-01	Professional Services	533,397.00		533,397.00	34,664.76		498,732.24	6.499	
100-5418-40-01	IT Fees	54,410.00		54,410.00	54,102.86	1,202.28		99.436	307.14
100-5430-40-01	Legal Fees	2,000.00		2,000.00	38.00			1.9	1,962.00
100-5465-40-01	Public Relations	500.00		500.00				0	500.00
100-5475-40-01	Credit Card Fees	15,000.00		15,000.00	18,149.18	3,235.10		120.995	(3,149.18)
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	109,166.79	4,437.38	498,732.24	17.858	3,407.97
100-5526-40-01	Data Network	4,320.00		4,320.00	2,495.84			57.774	1,824.16
100-5530-40-01	Travel	5,157.00		5,157.00				0	5,157.00
100-5533-40-01	Mileage Expense	1,283.00		1,283.00	173.06			13.489	1,109.94
100-5536-40-01	Training/Seminars	16,340.00		16,340.00	6,713.39			41.086	9,626.61
	Subtotal object - 05	27,100.00		27,100.00	9,382.29			34.621	17,717.71

100-5620-40-01	Tools & Equipment	1,450.00		1,450.00	1,336.52	793.87		92.174	113.48
100-5630-40-01	Safety Equipment	1,750.00		1,750.00	1,519.87			86.85	230.13
	Subtotal object - 05	3,200.00		3,200.00	2,856.39	793.87		89.262	343.61
100-7145-40-01	Transfer to VERF	31,026.00		31,026.00	23,269.50	2,585.50		75	7,756.50
	Subtotal object - 07	31,026.00		31,026.00	23,269.50	2,585.50		75	7,756.50
Program number: 1	INSPECTIONS	2,070,054.00	4737.09	2,074,791.09	1,118,620.89	108,154.04	498,732.24	53.915	457,437.96
100-5110-40-02	Salaries & Wages	163,433.00	4440.05	167,873.05	103,137.42	9,814.40		61.438	64,735.63
100-5115-40-02	Salaries - Overtime	760.00		760.00	516.49			67.959	243.51
100-5140-40-02	Salaries - Longevity Pay	650.00		650.00	645.00			99.231	5.00
100-5143-40-02	Cell Phone Allowance	765.00		765.00	180.00	60.00		23.529	585.00
100-5145-40-02	Social Security Expense	10,269.00		10,269.00	6,014.08	547.93		58.565	4,254.92
100-5150-40-02	Medicare Expense	2,402.00		2,402.00	1,406.53	128.15		58.557	995.47
100-5155-40-02	SUTA Expense	486.00		486.00	432.00			88.889	54.00
100-5160-40-02	Health Insurance	23,059.00		23,059.00	13,383.92	1,517.36		58.042	9,675.08
100-5165-40-02	Dental Insurance	1,161.00		1,161.00	707.64	72.66		60.951	453.36
100-5170-40-02	Life Insurance/AD&D	262.00		262.00	187.60	18.76		71.603	74.40
100-5175-40-02	Liability (TML)/Workers' Comp	691.00		691.00	581.38	59.88		84.136	109.62
100-5180-40-02	TMRS Expense	22,441.00		22,441.00	14,179.20	1,328.87		63.184	8,261.80
100-5185-40-02	Long/Short Term Disability	313.00		313.00	185.67	18.66		59.319	127.33
100-5186-40-02	WELLE-Wellness Prog Reimb Empl	1,050.00		1,050.00	400.00			38.095	650.00
	Subtotal object - 05	227,742.00	4440.05	232,182.05	141,956.93	13,566.67		61.14	90,225.12
100-5210-40-02	Office Supplies	850.00		850.00	143.97	19.99		16.938	706.03
100-5220-40-02	Office Equipment	8,327.00		8,327.00	8,333.82	7,544.92		100.082	(6.82)
100-5230-40-02	Dues,Fees,& Subscriptions	1,240.00		1,240.00	265.00			21.371	975.00
100-5240-40-02	Postage and Delivery	850.00		850.00	224.35	43.60		26.394	625.65
100-5280-40-02	Printing and Reproduction	2,500.00		2,500.00	200.00			8	2,300.00
	Subtotal object - 05	13,767.00		13,767.00	9,167.14	7,608.51		66.588	4,599.86
100-5330-40-02	Copier Expense	50.00		50.00	7.13	1.01		14.26	42.87
100-5350-40-02	Vehicle Expense	1,573.00		1,573.00	818.06	221.34		52.006	754.94
100-5352-40-02	Fuel	2,079.00		2,079.00	649.18	62.09		31.226	1,429.82
100-5353-40-02	Oil/Grease/Inspections	225.00		225.00				0	225.00
	Subtotal object - 05	3,927.00		3,927.00	1,474.37	284.44		37.544	2,452.63
100-5400-40-02	Uniform Expense	550.00		550.00	262.84			47.789	287.16
100-5418-40-02	IT Fees	440.00		440.00	(135.96)			-30.9	575.96
100-5419-40-02	IT Licenses	6,140.00		6,140.00	500.00			8.143	5,640.00
100-5430-40-02	Legal Fees	2,250.00		2,250.00	1,651.00	190.00		73.378	599.00
100-5435-40-02	Legal Notices/Filings	250.00		250.00				0	250.00
100-5480-40-02	Contracted Services	115,980.00		115,980.00	60,922.25	450.00	49,286.50	52.528	5,771.25
	Subtotal object - 05	125,610.00		125,610.00	63,200.13	640.00	49,286.50	50.315	13,123.37
100-5520-40-02	Telephones	912.00		912.00	610.27	75.90		66.916	301.73
100-5526-40-02	Data Network	912.00		912.00	456.06			50.007	455.94
100-5530-40-02	Travel	4,075.00		4,075.00	610.55			14.983	3,464.45
100-5533-40-02	Mileage Expense	800.00		800.00				0	800.00
100-5536-40-02	Training/Seminars	3,651.00		3,651.00	228.10			6.248	3,422.90
	Subtotal object - 05	10,350.00		10,350.00	1,904.98	75.90		18.406	8,445.02
100-5620-40-02	Tools & Equipment	400.00		400.00	373.23	78.99		93.308	26.77
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	373.23	78.99		27.647	976.77
100-6160-40-02	Capital Expense-Vehicles	23,616.00		23,616.00	24,046.45			101.823	(430.45)
	Subtotal object - 06	23,616.00		23,616.00	24,046.45			101.823	(430.45)
100-7145-40-02	Transfer to VERF	6,077.00		6,077.00	4,557.78	506.42		75	1,519.22
	Subtotal object - 07	6,077.00		6,077.00	4,557.78	506.42		75	1,519.22
Program number: 2	CODE COMPLIANCE	412,439.00	4440.05	416,879.05	246,681.01	22,760.93	49,286.50	59.173	120,911.54
100-5110-40-03	Salaries & Wages	383,010.00	17225.64	400,235.64	291,415.41	30,922.86		72.811	108,820.23
100-5115-40-03	Salaries - Overtime	2,000.00		2,000.00	1,164.16	66.96		58.208	835.84

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	2,070.00	230.00	75	690.00
100-5145-40-03	Social Security Expense	24,487.00		24,487.00	17,217.19	1,785.45	70.312	7,269.81
100-5150-40-03	Medicare Expense	5,727.00		5,727.00	4,026.62	417.57	70.309	1,700.38
100-5155-40-03	SUTA Expense	810.00		810.00	720.00		88.889	90.00
100-5160-40-03	Health Insurance	57,882.00		57,882.00	45,758.52	4,334.28	79.055	12,123.48
100-5165-40-03	Dental Insurance	2,299.00		2,299.00	1,699.14	187.40	73.908	599.86
100-5170-40-03	Life Insurance/AD&D	544.00		544.00	462.78	51.42	85.07	81.22
100-5175-40-03	Liability (TML)/Workers' Comp	1,044.00		1,044.00	1,020.26	119.29	97.726	23.74
100-5180-40-03	TMRS Expense	53,514.00		53,514.00	40,511.16	4,214.86	75.702	13,002.84
100-5185-40-03	Long/Short Term Disability	728.00		728.00	524.27	58.74	72.015	203.73
100-5186-40-03	WELLE-Wellness Prog Reimb Empl	1,800.00		1,800.00	1,252.44	139.16	69.58	547.56
	Subtotal object - 05	543,772.00	17225.64	560,997.64	413,134.27	42,527.99	73.643	147,863.37
100-5210-40-03	Office Supplies	4,643.00		4,643.00	1,685.72	303.13	36.307	2,957.28
100-5220-40-03	Office Equipment	1,631.00		1,631.00	544.76	444.36	33.4	1,086.24
100-5220-40-03-2019-EM	Office Equipment - COVID-19					(252.00)	0	
100-5230-40-03	Dues,Fees,& Subscriptions	3,200.00		3,200.00	2,932.99	(10.04)	91.656	267.01
100-5240-40-03	Postage and Delivery	550.00		550.00	257.90	58.80	46.891	292.10
100-5250-40-03	Publications	150.00		150.00			0	150.00
100-5280-40-03	Printing and Reproduction	2,000.00		2,000.00	148.69		7.435	1,851.31
100-5290-40-03	Other Charges and Services	300.00		300.00			0	300.00
	Subtotal object - 05	12,474.00		12,474.00	5,570.06	544.25	44.653	6,903.94
100-5330-40-03	Copier Expense	3,000.00		3,000.00	1,284.58	225.37	42.819	1,715.42
	Subtotal object - 05	3,000.00		3,000.00	1,284.58	225.37	42.819	1,715.42
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	88,185.00	20,000.00	76.133	22,645.00
100-5418-40-03	IT Fees	2,000.00		2,000.00	1,334.59		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	19,722.00	817.00	131.48	(4,722.00)
100-5435-40-03	Legal Notices/Filings	2,000.00		2,000.00	759.50		37.975	1,240.50
100-5480-40-03	Contracted Services	1,500.00		1,500.00	1,212.53		80.835	287.47
	Subtotal object - 05	152,380.00		152,380.00	126,779.71	20,817.00	83.2	20,600.22
100-5526-40-03	Data Network	3,360.00		3,360.00	1,823.52		54.271	1,536.48
100-5530-40-03	Travel	7,352.00		7,352.00	2,148.97		29.23	5,203.03
100-5533-40-03	Mileage Expense	1,650.00		1,650.00	359.60		21.794	1,290.40
100-5536-40-03	Training/Seminars	4,350.00		4,350.00	377.14		8.67	3,972.86
	Subtotal object - 05	16,712.00		16,712.00	4,709.23		28.179	12,002.77
100-7145-40-03	Transfer to VERF	1,005.00		1,005.00	753.75	83.75	75	251.25
	Subtotal object - 07	1,005.00		1,005.00	753.75	83.75	75	251.25
Program number: 3	PLANNING	729,343.00	17225.64	746,568.64	552,231.60	64,198.36	73.969	189,336.97
Department number: 40	DEVELOPMENT SERVICES	3,211,836.00	26402.78	3,238,238.78	1,917,533.50	195,113.33	59.215	767,686.47
100-5110-50-01	Salaries & Wages	361,096.00	9458.1	370,554.10	257,284.53	31,122.39	69.432	113,269.57
100-5115-50-01	Salaries - Overtime	14,763.00		14,763.00	9,341.18	667.32	63.274	5,421.82
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	15,538.03	1,822.80	66.317	7,891.97
100-5150-50-01	Medicare Expense	5,480.00		5,480.00	3,633.90	426.32	66.312	1,846.10
100-5155-50-01	SUTA Expense	1,296.00		1,296.00	1,154.68		89.096	141.32
100-5160-50-01	Health Insurance	67,327.00		67,327.00	48,999.05	5,985.36	72.778	18,327.95
100-5165-50-01	Dental Insurance	2,827.00		2,827.00	2,171.88	287.56	76.826	655.12
100-5170-50-01	Life Insurance/AD&D	748.00		748.00	562.80	75.04	75.241	185.20
100-5175-50-01	Liability (TML)/Workers' Comp	14,841.00		14,841.00	11,457.16	1,458.55	77.199	3,383.84
100-5180-50-01	TMRS Expense	51,206.00		51,206.00	36,500.52	4,317.87	71.282	14,705.48
100-5185-50-01	Long/Short Term Disability	686.00		686.00	428.43	54.62	62.453	257.57
100-5186-50-01	WELLE-Wellness Prog Reimb Empl	2,700.00		2,700.00	900.00	100.00	33.333	1,800.00
	Subtotal object - 05	548,440.00	9458.1	557,898.10	389,967.16	46,317.83	69.899	167,930.94

100-5210-50-01	Office Supplies	1,300.00		1,300.00	317.33		24.41	982.67
100-5220-50-01	Office Equipment	2,310.00		2,310.00	2,275.89		98.523	34.11
100-5230-50-01	Dues,Fees,& Subscriptions	500.00		500.00	1,765.00		353	(1,265.00)
	Subtotal object - 05	4,110.00		4,110.00	4,358.22		106.039	(248.22)
100-5310-50-01	Rental Expense	36,000.00	-7956	28,044.00	16,636.14		59.322	11,407.86
100-5310-50-01-2019-EM	Rental Expense - COVID-19					(2,250.00)	0	
100-5320-50-01	Repairs & Maintenance	2,000.00		2,000.00	1,269.45		63.473	730.55
100-5321-50-01	Signal Light Repairs	22,000.00		22,000.00	8,734.89		39.704	7,718.86
100-5340-50-01	Building Repairs	1,000.00		1,000.00	96.49	96.49	9.649	903.51
100-5350-50-01	Vehicle Expense	10,440.00		10,440.00	10,994.72	934.29	105.313	(554.72)
100-5351-50-01	Equipment Expense/Repair	4,000.00	7956	11,956.00	12,026.39	4,962.99	100.589	(70.39)
100-5352-50-01	Fuel	7,500.00		7,500.00	7,649.05	702.58	101.987	(149.05)
100-5353-50-01	Oil/Grease/Inspections	1,680.00		1,680.00	80.00		4.762	1,600.00
	Subtotal object - 05	84,620.00		84,620.00	57,487.13	4,446.35	67.936	21,586.62
100-5400-50-01	Uniform Expense	5,900.00		5,900.00	4,635.97		78.576	1,264.03
100-5419-50-01	IT LICENSES	1,000.00		1,000.00			0	1,000.00
100-5430-50-01	Legal Fees	952.00		952.00	76.00		7.983	876.00
100-5480-50-01	Contracted Services	232,850.00	240381.4	473,231.40	336,131.15		59,245.40	71.029
100-5480-50-01-1924-WA	Fifth Street Water Line				2,625.00		0	(2,625.00)
100-5480-50-01-1941-TR	Contr Svcs-PT/Coit Pole Repair						23,150.00	0
100-5485-50-01	Contract Svcs - Annual Street	1,250,000.00	-1250000				0	(23,150.00)
	Subtotal object - 05	1,490,702.00	-1009618.6	481,083.40	343,468.12		82,395.40	71.395
100-5520-50-01	Telephones	3,000.00		3,000.00	1,849.61	228.90	61.654	1,150.39
100-5523-50-01	Water/Sewer Charges	300.00		300.00	330.52	30.52	110.173	(30.52)
100-5525-50-01	Electricity	3,000.00		3,000.00	2,000.00	250.00	66.667	1,000.00
100-5526-50-01	Data Network	300.00		300.00	919.68	36.56	306.56	(619.68)
100-5527-50-01	Electricity - Street Lights	224,000.00		224,000.00	159,955.94	19,721.29	71.409	64,044.06
100-5530-50-01	Travel	500.00		500.00		(91.21)	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	165,350.75	20,176.06	70.392	69,549.25
100-5620-50-01	Tools & Equipment	9,000.00		9,000.00	3,682.17	222.49	40.913	5,317.83
100-5630-50-01	Safety Equipment	5,000.00		5,000.00	1,936.69	89.75	38.734	3,063.31
100-5640-50-01	Signs & Hardware	55,000.00		55,000.00	31,173.99	1,753.00	56.68	25,621.01
100-5650-50-01	Maintenance Materials	100,000.00		100,000.00	68,816.94	11,166.77	11,127.39	68.817
	Subtotal object - 05	169,000.00		169,000.00	105,609.79	13,232.01	9,332.39	62.491
100-6160-50-01	Capital Expense-Vehicles	29,100.00		29,100.00	31,307.95		107.587	(2,207.95)
	Subtotal object - 06	29,100.00		29,100.00	31,307.95		107.587	(2,207.95)
100-7144-50-01	Transfer to Bond Fund		1250000	1,250,000.00	1,250,000.00		100	
100-7145-50-01	Transfer to VERF	68,244.00		68,244.00	51,183.00	5,687.00	75	17,061.00
	Subtotal object - 07	68,244.00	1250000	1,318,244.00	1,301,183.00	5,687.00	98.706	17,061.00
Program number: 1	STREETS	2,629,116.00	249839.5	2,878,955.50	2,398,732.12	89,859.25	97,274.04	83.32
100-5212-50-05	BUILDING SUPPLIES	3,000.00		3,000.00	1,305.18	236.95	43.506	1,694.82
100-5212-50-05-2019-EM	Building Supplies - COVID 19					(6,473.91)	0	
	Subtotal object - 05	3,000.00		3,000.00	1,305.18	(6,236.96)	43.506	1,694.82
100-5340-50-05	BUILDING REPAIRS	13,000.00		13,000.00	6,346.01	50.34	48.815	6,653.99
	Subtotal object - 05	13,000.00		13,000.00	6,346.01	50.34	48.815	6,653.99
100-5430-50-05-2019-EM	Legal Fees - COVID-19				247.00	247.00	0	(247.00)
100-5445-50-05-2019-EM	Emergency Management					(1,140.57)	0	
100-5480-50-05	CONTRACTED SERVICES	190,780.00		190,780.00	104,475.01	12,159.64	30,355.59	54.762
	Subtotal object - 05	190,780.00		190,780.00	104,722.01	11,266.07	30,355.59	54.892
100-5523-50-05	WATER/SEWER CHARGES	8,000.00		8,000.00	6,916.16	1,296.85	86.452	1,083.84
100-5525-50-05	ELECTRICITY	120,000.00		120,000.00	51,364.62	6,034.19	42.804	68,635.38
	Subtotal object - 05	128,000.00		128,000.00	58,280.78	7,331.04	45.532	69,719.22
Program number: 5	FACILITIES MANAGEMENT	334,780.00		334,780.00	170,653.98	12,410.49	30,355.59	50.975
Department number: 50	PUBLIC WORKS	2,963,896.00	249839.5	3,213,735.50	2,569,386.10	102,269.74	127,629.63	79.95
100-5110-60-01	Salaries & Wages	326,600.00	11619.8	338,219.80	245,758.55	26,167.54	72.662	92,461.25

100-5115-60-01	Salaries - Overtime	500.00		500.00	2,060.22	73.69		412.044	(1,560.22)
100-5126-60-01	Salaries-Vacation Buy-Out	3,598.00		3,598.00	3,700.12			102.838	(102.12)
100-5140-60-01	Salaries - Longevity Pay	850.00		850.00	810.00			95.294	40.00
100-5143-60-01	Cell Phone Allowance	2,940.00		2,940.00	2,430.00	270.00		82.653	510.00
100-5145-60-01	Social Security Expense	20,739.00		20,739.00	15,782.26	1,689.12		76.099	4,956.74
100-5150-60-01	Medicare Expense	4,851.00		4,851.00	3,691.00	395.05		76.087	1,160.00
100-5155-60-01	SUTA Expense	648.00		648.00	720.00			111.111	(72.00)
100-5160-60-01	Health Insurance	37,372.00		37,372.00	26,431.74	2,373.98		70.726	10,940.26
100-5165-60-01	Dental Insurance	1,758.00		1,758.00	1,282.08	140.62		72.928	475.92
100-5170-60-01	Life Insurance/AD&D	451.00		451.00	266.76	29.64		59.149	184.24
100-5175-60-01	Liability (TML)/Workers' Comp	635.00		635.00	2,646.23	310.95		416.729	(2,011.23)
100-5180-60-01	TMRS Expense	45,324.00		45,324.00	34,273.33	3,563.67		75.619	11,050.67
100-5185-60-01	Long/Short Term Disability	621.00		621.00	439.34	49.70		70.747	181.66
100-5186-60-01	WELLE-Wellness Prog Reimb Empl	2,400.00		2,400.00	737.40	78.32		30.725	1,662.60
100-5190-60-01	Contract Labor				13,324.50	2,394.00		0	(13,324.50)
	Subtotal object - 05	449,287.00	11619.8	460,906.80	354,353.53	37,536.28		76.882	106,553.27
100-5210-60-01	Office Supplies	2,000.00		2,000.00	1,306.53			65.326	693.47
100-5212-60-01	Building Supplies	1,000.00		1,000.00	126.17	15.94		12.617	873.83
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	1,179.07	395.00		54.587	980.93
100-5240-60-01	Postage and Delivery	50.00		50.00	50.60	0.50		101.2	(0.60)
100-5280-60-01	Printing and Reproduction	200.00		200.00	391.74			195.87	(191.74)
	Subtotal object - 05	8,620.00		8,620.00	3,154.06	411.44		36.59	5,465.94
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	749.73	83.29		26.776	2,050.27
100-5340-60-01	Building Repairs	5,000.00		5,000.00				0	5,000.00
100-5350-60-01	Vehicle Expense				141.04	(59.12)		0	(141.04)
100-5352-60-01	Fuel	525.00		525.00	147.32	22.60		28.061	377.68
100-5353-60-01	Oil/Grease/Inspections	220.00		220.00				0	220.00
	Subtotal object - 05	28,545.00		28,545.00	1,580.09	46.77		5.535	26,964.91
100-5400-60-01	Uniform Expense	750.00		750.00	648.45			86.46	101.55
100-5410-60-01	Professional Services		8760	8,760.00	900.00	250.00	8,110.00	10.274	(250.00)
100-5410-60-01-1921-PK	Prof Svcs. Town Hall Open Spac		9177.8	9,177.80	9,177.80	1,876.34		100	
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	6,384.00	779.00		85.12	1,116.00
100-5435-60-01	Legal Notices/Filings	500.00		500.00	140.00	54.00		28	360.00
100-5480-60-01	Contracted Services	108,500.00	15000	123,500.00	59,585.00	1,730.00	20,540.00	48.247	43,375.00
	Subtotal object - 05	118,100.00	32937.8	151,037.80	76,835.25	4,689.34	28,650.00	50.872	45,552.55
100-5520-60-01	Telephones				289.61	36.07		0	(289.61)
100-5523-60-01	Water/Sewer Charges	1,560.00		1,560.00	552.36	60.17		35.408	1,007.64
100-5524-60-01	GAS	2,000.00		2,000.00	597.94			29.897	1,402.06
100-5525-60-01	Electricity	5,300.00		5,300.00	2,334.61	245.98		44.049	2,965.39
100-5526-60-01	Data Network	2,500.00		2,500.00	238.41			9.536	2,261.59
100-5530-60-01	Travel	5,915.00		5,915.00	1,303.79			22.042	4,611.21
100-5533-60-01	Mileage Expense	2,000.00		2,000.00	816.53			40.827	1,183.47
100-5536-60-01	Training/Seminars	5,230.00		5,230.00	1,163.11			22.239	4,066.89
	Subtotal object - 05	24,505.00		24,505.00	7,296.36	342.22		29.775	17,208.64
100-5601-60-01	Event - Prosper Christmas	66,000.00		66,000.00	47,070.78			71.319	18,929.22
	Subtotal object - 05	66,000.00		66,000.00	47,070.78			71.319	18,929.22
100-5995-60-01	Recreation Activities	50,000.00		50,000.00				0	50,000.00
	Subtotal object - 05	50,000.00		50,000.00				0	50,000.00
100-6110-60-01	Capital Expenditure	162,927.00	-162927					0	
100-6160-60-01	Capital Expense-Vehicles	23,800.00		23,800.00	23,626.45		30.00	99.271	143.55
	Subtotal object - 06	186,727.00	-162927	23,800.00	23,626.45		30.00	99.271	143.55
100-7144-60-01	Transfer to Bond Fund		147927	147,927.00	147,927.00			100	
100-7145-60-01	Transfer to VERF	657.00		657.00	492.75	54.75		75	164.25

	Subtotal object - 07	657.00	147927	148,584.00	148,419.75	54.75		99.889	164.25
Program number: 1	PARKS ADMINISTRATION	932,441.00	29557.6	961,998.60	662,336.27	43,080.80	28,680.00	68.85	270,982.33
100-5110-60-02	Salaries & Wages	921,751.00	29753.99	951,504.99	677,219.28	68,498.25		71.173	274,285.71
100-5115-60-02	Salaries - Overtime	16,117.00		16,117.00	7,413.23	405.07		45.996	8,703.77
100-5126-60-02	Salaries-Vacation Buy-Out	12,472.00		12,472.00	8,598.32			68.941	3,873.68
100-5140-60-02	Salaries - Longevity Pay	5,545.00		5,545.00	6,420.00			115.78	(875.00)
100-5143-60-02	Cell Phone Allowance	9,540.00		9,540.00	7,310.00	800.00		76.625	2,230.00
100-5145-60-02	Social Security Expense	59,857.00		59,857.00	40,854.77	4,009.78		68.254	19,002.23
100-5150-60-02	Medicare Expense	14,000.00		14,000.00	9,554.70	937.72		68.248	4,445.30
100-5155-60-02	SUTA Expense	3,402.00		3,402.00	3,027.79	39.93		89	374.21
100-5160-60-02	Health Insurance	222,911.00		222,911.00	145,884.32	13,762.42		65.445	77,026.68
100-5165-60-02	Dental Insurance	8,156.00		8,156.00	5,702.28	642.12		69.915	2,453.72
100-5170-60-02	Life Insurance/AD&D	2,288.00		2,288.00	1,636.81	178.22		71.539	651.19
100-5175-60-02	Liability (TML)/Workers' Comp	17,210.00		17,210.00	17,031.68	1,851.71		98.964	178.32
100-5180-60-02	TMRS Expense	130,816.00		130,816.00	95,319.60	9,395.14		72.865	35,496.40
100-5185-60-02	Long/Short Term Disability	1,753.00		1,753.00	1,170.40	126.96		66.766	582.60
100-5186-60-02	WELLE-Wellness Prog Reimb Empl	7,050.00		7,050.00	4,166.40	484.96		59.098	2,883.60
	Subtotal object - 05	1,432,868.00	29753.99	1,462,621.99	1,031,309.58	101,132.28		70.511	431,312.41
100-5210-60-02	Office Supplies	550.00		550.00	109.86			19.975	440.14
100-5212-60-02	Building Supplies	20,200.00		20,200.00	5,536.19	379.62		27.407	14,663.81
100-5213-60-02	Custodial Supplies	5,500.00		5,500.00	1,661.01			30.2	3,838.99
100-5220-60-02	Office Equipment	3,461.00		3,461.00				0	3,461.00
100-5230-60-02	Dues,Fees,& Subscriptions	3,306.00		3,306.00	1,703.17			51.518	1,602.83
100-5240-60-02	Postage and Delivery				15.10			0	(15.10)
	Subtotal object - 05	33,017.00		33,017.00	9,025.33	379.62		27.335	23,991.67
100-5310-60-02	Rental Expense	38,000.00		38,000.00	29,874.00	2,901.00	5,802.00	78.616	2,324.00
100-5320-60-02	Repairs & Maintenance	48,410.00	-5000	43,410.00	29,377.04	2,238.49		67.673	14,032.96
100-5322-60-02	Irrigation Repairs	10,200.00		10,200.00	5,547.69	456.23		54.389	4,652.31
100-5323-60-02	Field Maintenance	51,150.00		51,150.00	26,139.12	275.00	3,060.00	51.103	21,950.88
100-5324-60-02	Landscape Maintenance	15,000.00	10000	25,000.00	17,703.90	3,695.08		70.816	7,296.10
100-5330-60-02	Copier Expense	237.00		237.00	65.19	13.84		27.506	171.81
100-5350-60-02	Vehicle Expense	8,000.00		8,000.00	6,888.82	1,386.18		86.11	1,111.18
100-5351-60-02	Equipment Expense/Repair	4,000.00		4,000.00	4,655.44	774.47		116.386	(655.44)
100-5352-60-02	Fuel	15,920.00		15,920.00	9,126.11	1,055.09		57.325	6,793.89
100-5353-60-02	Oil/Grease/Inspections	1,800.00		1,800.00	1,476.44	57.90		82.024	323.56
100-5355-60-02	Chemicals/Fertilizer	131,335.00	-5000	126,335.00	47,030.46	8,784.69	9,000.00	37.227	70,304.54
	Subtotal object - 05	324,052.00		324,052.00	177,884.21	21,637.97	17,862.00	54.894	128,305.79
100-5400-60-02	Uniform Expense	13,435.00		13,435.00	11,054.70	4,579.98		82.283	2,380.30
100-5480-60-02	Contracted Services	338,132.00		338,132.00	171,390.22	32,386.70	138,746.00	50.687	27,995.78
	Subtotal object - 05	351,567.00		351,567.00	182,444.92	36,966.68	138,746.00	51.895	30,376.08
100-5520-60-02	Telephones	3,165.00		3,165.00	2,357.85	288.10		74.498	807.15
100-5523-60-02	Water/Sewer Charges	179,788.00		179,788.00	93,652.10	21,603.40		52.09	86,135.90
100-5525-60-02	Electricity	158,857.00		158,857.00	85,801.97	3,946.07		54.012	73,055.03
100-5526-60-02	Data Network	550.00		550.00	227.94			41.444	322.06
100-5530-60-02	Travel	5,805.00		5,805.00	279.30			4.811	5,525.70
100-5533-60-02	Mileage Expense	450.00		450.00				0	450.00
100-5536-60-02	Training/Seminars	4,320.00		4,320.00	2,870.85			66.455	1,449.15
	Subtotal object - 05	352,935.00		352,935.00	185,190.01	25,837.57		52.471	167,744.99
100-5600-60-02	Special Events				3,965.16			0	(3,965.16)
100-5620-60-02	Tools & Equipment	4,350.00		4,350.00	5,062.34	1,766.25		116.376	(712.34)
100-5630-60-02	Safety Equipment	4,345.00		4,345.00	3,960.03	347.49		91.14	384.97
100-5640-60-02	Signs & Hardware	5,400.00		5,400.00	2,233.53			41.362	3,166.47
100-5640-60-02-2019-EM	Sinfs & Hardware - COVID-19					(510.00)		0	
	Subtotal object - 05	14,095.00		14,095.00	15,221.06	1,603.74		107.989	(1,126.06)
100-6120-60-02	Capital Expense-Park Impr	80,000.00	15000	95,000.00	74,594.00		18,960.00	78.52	1,446.00
100-6140-60-02	Capital Expense-Equipment	39,000.00		39,000.00	32,375.00	5,250.00		83.013	6,625.00

100-6160-60-02	Capital Expense-Vehicles	23,689.00		23,689.00	23,656.45		(125.70)	99.863	158.25
	Subtotal object - 06	142,689.00	15000	157,689.00	130,625.45	5,250.00	18,834.30	82.837	8,229.25
100-7145-60-02	Transfer to VERF	230,113.00		230,113.00	172,584.72	19,176.08		75	57,528.28
	Subtotal object - 07	230,113.00		230,113.00	172,584.72	19,176.08		75	57,528.28
Program number: 2	PARKS OPERATIONS	2,881,336.00	44753.99	2,926,089.99	1,904,285.28	211,983.94	175,442.30	65.08	846,362.41
100-5110-60-03	Salaries & Wages	94,787.00	4287.04	99,074.04	67,222.67	7,089.76		67.851	31,851.37
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	4,144.96	436.97		70.469	1,737.04
100-5150-60-03	Medicare Expense	1,376.00		1,376.00	969.40	102.21		70.451	406.60
100-5155-60-03	SUTA Expense	324.00		324.00	288.00			88.889	36.00
100-5160-60-03	Health Insurance	23,418.00		23,418.00	5,485.32	529.76		23.424	17,932.68
100-5165-60-03	Dental Insurance	875.00		875.00	612.36	68.04		69.984	262.64
100-5170-60-03	Life Insurance/AD&D	226.00		226.00	168.84	18.76		74.708	57.16
100-5175-60-03	Liability (TML)/Workers' Comp	942.00		942.00	1,482.78	171.10		157.408	(540.78)
100-5180-60-03	TMRS Expense	12,854.00		12,854.00	9,144.69	965.25		71.143	3,709.31
100-5185-60-03	Long/Short Term Disability	181.00		181.00	121.07	13.48		66.89	59.93
100-5186-60-03	WELLE-Wellness Prog Reimb Empl	600.00		600.00	234.96	39.16		39.16	365.04
	Subtotal object - 05	141,535.00	4287.04	145,822.04	89,940.05	9,434.49		61.678	55,881.99
100-5210-60-03	Office Supplies	225.00		225.00	161.37			71.72	63.63
100-5220-60-03	Office Equipment	3,700.00		3,700.00	3,756.75			101.534	(56.75)
100-5230-60-03	Dues,Fees,& Subscriptions				40.00			0	(40.00)
100-5240-60-03	Postage and Delivery	3,700.00		3,700.00				0	3,700.00
100-5260-60-03	Advertising	1,900.00		1,900.00	923.00	474.00		48.579	977.00
100-5280-60-03	Printing and Reproduction	4,000.00		4,000.00				0	4,000.00
	Subtotal object - 05	13,525.00		13,525.00	4,881.12	474.00		36.09	8,643.88
100-5475-60-03	Credit Card Fees	4,000.00		4,000.00	1,819.15	254.12		45.479	2,180.85
	Subtotal object - 05	4,000.00		4,000.00	1,819.15	254.12		45.479	2,180.85
100-5520-60-03	Telephones	650.00		650.00				0	650.00
	Subtotal object - 05	650.00		650.00				0	650.00
100-5600-60-03	Special Events	33,130.00		33,130.00	12,670.08	32.32	7,250.00	38.244	13,209.92
	Subtotal object - 05	33,130.00		33,130.00	12,670.08	32.32	7,250.00	38.244	13,209.92
100-5995-60-03	Recreation Activities	84,400.00		84,400.00	16,033.82	720.90		18.997	68,366.18
	Subtotal object - 05	84,400.00		84,400.00	16,033.82	720.90		18.997	68,366.18
Program number: 3	RECREATION	277,240.00	4287.04	281,527.04	125,344.22	10,915.83	7,250.00	44.523	148,932.82
100-5110-60-05	Salaries & Wages	344,753.00	26461.51	371,214.51	202,011.96	19,231.71		54.419	169,202.55
100-5126-60-05	Salaries-Vacation Buy-Out	4,412.00		4,412.00	4,500.64			102.009	(88.64)
100-5140-60-05	Salaries - Longevity Pay	455.00		455.00	405.00			89.011	50.00
100-5145-60-05	Social Security Expense	21,677.00		21,677.00	12,447.91	1,166.05		57.425	9,229.09
100-5150-60-05	Medicare Expense	5,070.00		5,070.00	2,911.24	272.73		57.421	2,158.76
100-5155-60-05	SUTA Expense	2,430.00		2,430.00	1,112.47	110.57		45.781	1,317.53
100-5160-60-05	Health Insurance	40,284.00		40,284.00	16,165.14	1,533.64		40.128	24,118.86
100-5165-60-05	Dental Insurance	1,723.00		1,723.00	941.76	104.64		54.658	781.24
100-5170-60-05	Life Insurance/AD&D	446.00		446.00	182.34	20.26		40.883	263.66
100-5175-60-05	Liability (TML)/Workers' Comp	723.00		723.00	581.04	62.81		80.365	141.96
100-5180-60-05	TMRS Expense	28,521.00		28,521.00	19,091.27	1,678.91		66.938	9,429.73
100-5185-60-05	Long/Short Term Disability	391.00		391.00	242.95	23.40		62.136	148.05
100-5186-60-05	WELLE-Wellness Prog Reimb Empl	600.00		600.00	469.92	78.32		78.32	130.08
	Subtotal object - 05	451,485.00	26461.51	477,946.51	261,063.64	24,283.04		54.622	216,882.87
100-5210-60-05	Office Supplies	4,500.00		4,500.00	3,602.90	180.12		80.064	897.10
100-5220-60-05	Office Equipment				1,201.42	68.97		0	(1,201.42)
100-5220-60-05-2019-EM	Office Equipment - COVID-19					(2,211.50)		0	
100-5230-60-05	Dues,Fees,& Subscriptions	6,488.00		6,488.00	3,945.47	12.99		60.812	2,542.53
100-5240-60-05	Postage and Delivery	500.00		500.00	568.09	253.89		113.618	(68.09)
100-5280-60-05	Printing and Reproduction	1,400.00		1,400.00	564.26			40.304	835.74
100-5281-60-05	Book Purchases	41,000.00		41,000.00	24,050.44	2,033.71	8,360.14	58.66	8,589.42
100-5282-60-05	DVD Purchases	2,000.00		2,000.00	1,735.00	47.88		86.75	265.00

100-5283-60-05	Audiobook Purchases	1,500.00		1,500.00	716.47			47.765	783.53
100-5284-60-05	Other Collect. Item Purchases	2,000.00		2,000.00	999.00			49.95	1,001.00
100-5290-60-05	Other Charges and Services	2,000.00		2,000.00	2,207.75	56.12		110.388	(207.75)
	Subtotal object - 05	61,388.00		61,388.00	39,590.80	442.18	8,360.14	64.493	13,437.06
100-5330-60-05	Copier Expense	1,854.00		1,854.00	776.83	132.26		41.9	1,077.17
	Subtotal object - 05	1,854.00		1,854.00	776.83	132.26		41.9	1,077.17
100-5400-60-05	Uniform Expense	1,300.00		1,300.00	1,170.80	258.50		90.062	129.20
100-5430-60-05	Legal Fees	250.00		250.00	646.00	76.00		258.4	(396.00)
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	7,316.80	334.50		75.822	2,333.20
100-5520-60-05	Telephones	450.00		450.00	288.66	34.99		64.147	161.34
100-5530-60-05	Travel	3,500.00		3,500.00	1,644.27			46.979	1,855.73
100-5533-60-05	Mileage Expense	750.00		750.00	252.48			33.664	497.52
100-5536-60-05	Training/Seminars	1,250.00		1,250.00	1,394.51			111.561	(144.51)
	Subtotal object - 05	5,950.00		5,950.00	3,579.92	34.99		60.167	2,370.08
100-5600-60-05	Special Events	3,000.00		3,000.00	2,967.62	572.06		98.921	32.38
	Subtotal object - 05	3,000.00		3,000.00	2,967.62	572.06		98.921	32.38
100-7145-60-05	Transfer to VERF	6,794.00		6,794.00	5,095.53	566.17		75	1,698.47
	Subtotal object - 07	6,794.00		6,794.00	5,095.53	566.17		75	1,698.47
Program number: 5	LIBRARY	540,121.00	26461.51	566,582.51	320,391.14	26,365.20	8,360.14	56.548	237,831.23
Department number: 60	COMMUNITY SERVICES	4,631,138.00	105060.14	4,736,198.14	3,012,356.91	292,345.77	219,732.44	63.603	1,504,108.79
100-5110-98-01	Salaries & Wages	1,049,961.00	15831.62	1,065,792.62	707,708.31	102,304.76		66.402	358,084.31
100-5115-98-01	Salaries - Overtime	700.00		700.00	621.64	137.20		88.806	78.36
100-5126-98-01	Salaries-Vacation Buy-Out	14,190.00		14,190.00	12,460.70			87.813	1,729.30
100-5140-98-01	Salaries - Longevity Pay	2,285.00		2,285.00	1,910.00			83.589	375.00
100-5143-98-01	Cell Phone Allowance	935.00		935.00	745.00	145.00		79.679	190.00
100-5145-98-01	Social Security Expense	66,221.00		66,221.00	39,815.75	5,983.95		60.126	26,405.25
100-5150-98-01	Medicare Expense	15,487.00		15,487.00	9,801.26	1,399.48		63.287	5,685.74
100-5155-98-01	SUTA Expense	1,782.00		1,782.00	1,732.57	144.00		97.226	49.43
100-5160-98-01	Health Insurance	155,093.00		155,093.00	65,577.34	8,455.66		42.283	89,515.66
100-5165-98-01	Dental Insurance	5,316.00		5,316.00	2,848.67	382.46		53.587	2,467.33
100-5170-98-01	Life Insurance/AD&D	1,202.00		1,202.00	916.13	109.90		76.217	285.87
100-5175-98-01	Liability (TML)/Workers' Comp	11,964.00		11,964.00	4,788.53	390.66		40.024	7,175.47
100-5180-98-01	TMRS Expense	144,724.00		144,724.00	98,194.74	13,911.25		67.85	46,529.26
100-5185-98-01	Long/Short Term Disability	1,997.00		1,997.00	1,243.39	168.74		62.263	753.61
100-5186-98-01	WELLE-Wellness Prog Reimb Empl	5,350.00		5,350.00	2,350.00	300.00		43.925	3,000.00
	Subtotal object - 05	1,477,207.00	15831.62	1,493,038.62	950,714.03	133,833.06		63.676	542,324.59
100-5210-98-01	Office Supplies	2,775.00		2,775.00	1,491.64	68.95		53.753	1,283.36
100-5220-98-01	Office Equipment	6,410.00	3824.96	10,234.96	7,372.61	321.97		72.034	2,862.35
100-5230-98-01	Dues,Fees,& Subscriptions	2,175.00		2,175.00	3,614.40	862.40		166.179	(1,439.40)
100-5240-98-01	Postage and Delivery	280.00		280.00	199.85	16.00		71.375	80.15
100-5250-98-01	Publications	400.00		400.00				0	400.00
100-5280-98-01	Printing and Reproduction	100.00		100.00	203.10	66.27		203.1	(103.10)
100-5290-98-01	Other Charges and Services				411.31			0	(411.31)
	Subtotal object - 05	12,140.00	3824.96	15,964.96	13,292.91	1,335.59		83.263	2,672.05
100-5330-98-01	Copier Expense	1,075.00		1,075.00	1,276.11	223.95		118.708	(201.11)
100-5350-98-01	Vehicle Expense	870.00		870.00	1,698.05	271.56		195.178	(828.05)
100-5352-98-01	Fuel	2,700.00		2,700.00	1,790.65	132.34		66.32	909.35
	Subtotal object - 05	4,645.00		4,645.00	4,764.81	627.85		102.579	(119.81)
100-5400-98-01	Uniform Expense	900.00		900.00	1,735.64	41.46		192.849	(835.64)
100-5410-98-01	Professional Services	40,719.00	1060	41,779.00	4,058.89		29,577.00	9.715	8,143.11
100-5410-98-01-1831-ST	First/BNSF RR Overpass		27407	27,407.00	11,510.19		16,661.06	41.997	(764.25)
100-5410-98-01-1832-ST	Prosper Trl/BNSF RR Overpass		36452.51	36,452.51	41,690.33		11,182.00	114.369	(16,419.82)
100-5410-98-01-1942-TR	Traffic Signal Warrant Study		20000	20,000.00	18,431.85		16,568.15	92.159	(15,000.00)
100-5419-98-01	IT Licenses	11,830.00		11,830.00	7,059.52			59.675	4,770.48
100-5430-98-01	Legal Fees	11,000.00		11,000.00	9,748.90	1,232.25		88.626	1,251.10

100-5435-98-01	Legal Notices/Filings	2,400.00		2,400.00	1,405.60	(4.00)		58.567	994.40
100-5480-98-01	Contracted Services	150,000.00		150,000.00				0	150,000.00
	Subtotal object - 05	216,849.00	84919.51	301,768.51	95,640.92	1,269.71	73,988.21	31.693	132,139.38
100-5520-98-01	Telephones	4,995.00		4,995.00	1,586.81	238.86		31.768	3,408.19
100-5526-98-01	Data Network				1,259.64			0	(1,259.64)
100-5530-98-01	Travel	3,850.00		3,850.00	571.11			14.834	3,278.89
100-5533-98-01	Mileage Expense	1,275.00		1,275.00	709.06	51.50		55.613	565.94
100-5536-98-01	Training/Seminars	5,100.00		5,100.00	2,673.40	349.00		52.42	2,426.60
	Subtotal object - 05	15,220.00		15,220.00	6,800.02	639.36		44.678	8,419.98
100-5620-98-01	Tools & Equipment	200.00		200.00	227.63			113.815	(27.63)
100-5630-98-01	Safety Equipment	200.00		200.00	360.00			180	(160.00)
	Subtotal object - 05	400.00		400.00	587.63			146.908	(187.63)
100-7145-98-01	Transfer to VERF	8,332.00		8,332.00	6,248.97	694.33		75	2,083.03
	Subtotal object - 07	8,332.00		8,332.00	6,248.97	694.33		75	2,083.03
Program number: 1	ENGINEERING	1,734,793.00	104576.09	1,839,369.09	1,078,049.29	138,399.90	73,988.21	58.61	687,331.59
Department number: 98	ENGINEERING	1,734,793.00	104576.09	1,839,369.09	1,078,049.29	138,399.90	73,988.21	58.61	687,331.59
	Expense Subtotal - - - - -	29,865,198.00	1609828.54	31,475,026.54	21,188,463.36	1,948,070.82	1,759,960.23	67.318	8,526,602.95
Fund number: 100	GENERAL	(447,622.00)	1190156.54	742,534.54	(6,773,566.02)	1,733,055.16	1,759,960.23		5,756,140.33
120-4120-20-01	Sales Taxes	(1,338,204.00)		(1,338,204.00)	(1,103,861.55)	(116,831.59)		82.488	(234,342.45)
	Subtotal object - 04	(1,338,204.00)		(1,338,204.00)	(1,103,861.55)	(116,831.59)		82.488	(234,342.45)
120-4610-20-01	Interest Income	(5,000.00)		(5,000.00)	(450.37)	(164.02)		9.007	(4,549.63)
	Subtotal object - 04	(5,000.00)		(5,000.00)	(450.37)	(164.02)		9.007	(4,549.63)
Program number: 1	OPERATIONS	(1,343,204.00)		(1,343,204.00)	(1,104,311.92)	(116,995.61)		82.215	(238,892.08)
Department number: 20	POLICE	(1,343,204.00)		(1,343,204.00)	(1,104,311.92)	(116,995.61)		82.215	(238,892.08)
	Revenue Subtotal - - - - -	(1,343,204.00)		(1,343,204.00)	(1,104,311.92)	(116,995.61)		82.215	(238,892.08)
120-5110-20-01	Salaries & Wages	825,126.00	18951	844,077.00	580,167.71	66,667.09		68.734	263,909.29
120-5115-20-01	Salaries - Overtime	135,636.00		135,636.00	33,044.46	5,130.08		24.363	102,591.54
120-5126-20-01	Salaries-Vacation Buy-Out	2,742.00		2,742.00	5,978.80			218.045	(3,236.80)
120-5127-20-01	Salaries-Certification Pay	17,220.00		17,220.00	11,593.13	1,061.48		67.324	5,626.87
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	37,619.79	4,299.54		72.355	14,373.21
120-5150-20-01	Medicare Expense	12,160.00		12,160.00	8,798.16	1,005.52		72.353	3,361.84
120-5155-20-01	SUTA Expense	1,944.00		1,944.00	1,440.00			74.074	504.00
120-5160-20-01	Health Insurance	115,788.00		115,788.00	68,545.37	8,872.62		59.199	47,242.63
120-5165-20-01	Dental Insurance	5,280.00		5,280.00	3,427.46	436.28		64.914	1,852.54
120-5170-20-01	Life Insurance/AD&D	4,502.00		4,502.00	2,954.07	375.12		65.617	1,547.93
120-5175-20-01	Liability (TML) Workers' Comp	15,179.00		15,179.00	14,621.68	1,858.99		96.328	557.32
120-5180-20-01	TMRS Expense	113,629.00		113,629.00	85,927.61	9,875.67		75.621	27,701.39
120-5185-20-01	Long/Short Term Disability	1,550.00		1,550.00	1,013.47	124.11		65.385	536.53
120-5186-20-01	WELLE-Wellness Prog Reimb Empl	2,400.00		2,400.00	805.76	78.32		33.573	1,594.24
120-5191-20-01	Hiring Cost				35.52	13.52		0	(35.52)
	Subtotal object - 05	1,308,204.00	18951	1,327,155.00	858,852.99	99,798.34		64.714	468,302.01
120-5410-20-01	Professional Services				242.59			0	(242.59)
	Subtotal object - 05				242.59			0	(242.59)
Program number: 1	OPERATIONS	1,308,204.00	18951	1,327,155.00	859,095.58	99,798.34		64.732	468,059.42
Department number: 20	POLICE	1,308,204.00	18951	1,327,155.00	859,095.58	99,798.34		64.732	468,059.42
	Expense Subtotal - - - - -	1,308,204.00	18951	1,327,155.00	859,095.58	99,798.34		64.732	468,059.42
Fund number: 120	POLICE SPD	(35,000.00)	18951	(16,049.00)	(245,216.34)	(17,197.27)			229,167.34
130-4120-30-01	Sales Taxes	(1,338,204.00)		(1,338,204.00)	(1,102,457.88)	(116,574.38)		82.383	(235,746.12)
	Subtotal object - 04	(1,338,204.00)		(1,338,204.00)	(1,102,457.88)	(116,574.38)		82.383	(235,746.12)
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)	(1,102,457.88)	(116,574.38)		82.077	(240,746.12)
Department number: 30	FIRE	(1,343,204.00)		(1,343,204.00)	(1,102,457.88)	(116,574.38)		82.077	(240,746.12)
	Revenue Subtotal - - - - -	(1,343,204.00)		(1,343,204.00)	(1,102,457.88)	(116,574.38)		82.077	(240,746.12)
130-5110-30-01	Salaries & Wages	816,877.00	18070	834,947.00	609,259.89	64,649.76		72.97	225,687.11

130-5115-30-01	Salaries - Overtime	134,415.00		134,415.00	85,737.04	6,898.04	63.785	48,677.96
130-5116-30-01	Salaries - FLSA Overtime				11,540.74	1,167.13	0	(11,540.74)
130-5127-30-01	Salaries-Certification Pay	11,280.00		11,280.00	7,770.07	803.08	68.884	3,509.93
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	40,833.02	4,156.19	80.249	10,049.98
130-5150-30-01	Medicare Expense	11,901.00		11,901.00	9,549.66	972.02	80.243	2,351.34
130-5155-30-01	SUTA Expense	1,944.00		1,944.00	1,728.00		88.889	216.00
130-5160-30-01	Health Insurance	141,558.00		141,558.00	115,960.08	11,544.22	81.917	25,597.92
130-5165-30-01	Dental Insurance	4,869.00		4,869.00	3,887.49	444.44	79.842	981.51
130-5170-30-01	Life Insurance/AD&D	4,502.00		4,502.00	3,376.08	375.12	74.991	1,125.92
130-5175-30-01	Liability (TML) Workers' Comp	12,147.00		12,147.00	16,469.40	2,010.45	135.584	(4,322.40)
130-5180-30-01	TMRS Expense	111,204.00		111,204.00	97,355.66	9,998.79	87.547	13,848.34
130-5185-30-01	Long/Short Term Disability	1,534.00		1,534.00	1,062.46	119.61	69.261	471.54
130-5186-30-01	WELLE-Wellness Prog Reimb Empl	3,000.00		3,000.00	2,713.62	328.32	90.454	286.38
	Subtotal object - 05	1,308,204.00	18070	1,326,274.00	1,009,073.21	103,467.17	76.083	317,200.79
130-5410-30-01	Professional Services				242.59		0	(242.59)
	Subtotal object - 05				242.59		0	(242.59)
Program number: 1	OPERATIONS	1,308,204.00	18070	1,326,274.00	1,009,315.80	103,467.17	76.102	316,958.20
Department number: 30	FIRE	1,308,204.00	18070	1,326,274.00	1,009,315.80	103,467.17	76.102	316,958.20
	Expense Subtotal - - - - -	1,308,204.00	18070	1,326,274.00	1,009,315.80	103,467.17	76.102	316,958.20
Fund number: 130	FIRE SPD	(35,000.00)	18070	(16,930.00)	(93,142.08)	(13,107.21)	550.16	76,212.08
150-4015-10-00	Water Impact Fees	(100,000.00)		(100,000.00)	(294,810.00)		294.81	194,810.00
150-4020-10-00	Wastewater Impact Fees	(50,000.00)		(50,000.00)	(189,442.00)		378.884	139,442.00
150-4040-10-00	East Thoroughfare Impact Fees	(200,000.00)		(200,000.00)	(1,100,052.96)		550.026	900,052.96
	Subtotal object - 04	(350,000.00)		(350,000.00)	(1,584,304.96)		452.659	1,234,304.96
150-4110-10-00	Property Taxes (Town)	(387,624.00)		(387,624.00)	(386,349.34)		99.671	(1,274.66)
150-4111-10-00	Property Taxes (County)	(110,960.00)		(110,960.00)	(92,846.44)		83.676	(18,113.56)
150-4120-10-00	Sales Taxes (Town)	(495,372.00)		(495,372.00)	(377,787.02)	(24,829.98)	76.263	(117,584.98)
150-4121-10-00	Sales Taxes (PEDC)	(415,259.00)		(415,259.00)	(316,396.62)	(20,795.11)	76.193	(98,862.38)
	Subtotal object - 04	(1,409,215.00)		(1,409,215.00)	(1,173,379.42)	(45,625.09)	83.265	(235,835.58)
150-4610-10-00	Interest Income	(7,500.00)		(7,500.00)	(19,623.92)	(61.84)	261.652	12,123.92
	Subtotal object - 04	(7,500.00)		(7,500.00)	(19,623.92)	(61.84)	261.652	12,123.92
150-4805-10-00	380 Rollback Taxes				(28,839.78)		0	28,839.78
	Subtotal object - 04				(28,839.78)		0	28,839.78
Program number:	DEFAULT PROGRAM	(1,766,715.00)		(1,766,715.00)	(2,806,148.08)	(45,686.93)	158.834	1,039,433.08
Department number: 10	ADMINISTRATION	(1,766,715.00)		(1,766,715.00)	(2,806,148.08)	(45,686.93)	158.834	1,039,433.08
	Revenue Subtotal - - - - -	(1,766,715.00)		(1,766,715.00)	(2,806,148.08)	(45,686.93)	158.834	1,039,433.08
150-5805-10-00	380 Rollback Taxes Rebate				29,097.93	29,097.93	0	(29,097.93)
150-5810-10-00	Thoro Impact Fee Rebate				1,109,899.57	1,109,899.57	0	(1,109,899.57)
150-5811-10-00	Water Impact Fee Rebate				297,448.85	297,448.85	0	(297,448.85)
150-5812-10-00	Wastewater Impact Fee Rebate				191,137.70	191,137.70	0	(191,137.70)
150-5815-10-00	Town Sales Tax Rebate				396,891.54	396,891.54	0	(396,891.54)
150-5816-10-00	PEDC Sales Tax Rebate				332,396.65	332,396.65	0	(332,396.65)
150-5820-10-00	Town Ad Valorem Tax Rebate	1,766,715.00		1,766,715.00	389,807.57	389,807.57	22.064	1,376,907.43
150-5821-10-00	County Ad Valorem Tax Rebate				93,901.29	93,901.29	0	(93,901.29)
	Subtotal object - 05	1,766,715.00		1,766,715.00	2,840,581.10	2,840,581.10	160.783	(1,073,866.10)
Program number:	DEFAULT PROGRAM	1,766,715.00		1,766,715.00	2,840,581.10	2,840,581.10	160.783	(1,073,866.10)
Department number: 10	ADMINISTRATION	1,766,715.00		1,766,715.00	2,840,581.10	2,840,581.10	160.783	(1,073,866.10)
	Expense Subtotal - - - - -	1,766,715.00		1,766,715.00	2,840,581.10	2,840,581.10	160.783	(1,073,866.10)
Fund number: 150	TIRZ #1 - BLUE STAR				34,433.02	2,794,894.17	0	(34,433.02)
160-4041-10-00	W Thoro Impact Fee	(325,500.00)		(325,500.00)			0	(325,500.00)
	Subtotal object - 04	(325,500.00)		(325,500.00)			0	(325,500.00)
160-4110-10-00	Property Taxes (Town)	(12,633.00)		(12,633.00)	(12,632.58)		99.997	(0.42)
160-4111-10-00	Property Taxes (County)	(3,616.00)		(3,616.00)	(3,137.06)		86.755	(478.94)
160-4120-10-00	Sales Taxes (Town)	(150.00)		(150.00)	(8.02)		5.347	(141.98)
160-4121-10-00	Sales Taxes (PEDC)	(150.00)		(150.00)	(8.02)		5.347	(141.98)

	Subtotal object - 04	(16,549.00)	(16,549.00)	(15,785.68)		95.388	(763.32)
160-4610-10-00	Interest Income	(500.00)	(500.00)	(386.85)	(39.60)	77.37	(113.15)
	Subtotal object - 04	(500.00)	(500.00)	(386.85)	(39.60)	77.37	(113.15)
Program number:	DEFAULT PROGRAM	(342,549.00)	(342,549.00)	(16,172.53)	(39.60)	4.721	(326,376.47)
Department number: 10	ADMINISTRATION	(342,549.00)	(342,549.00)	(16,172.53)	(39.60)	4.721	(326,376.47)
	Revenue Subtotal - - - - -	(342,549.00)	(342,549.00)	(16,172.53)	(39.60)	4.721	(326,376.47)
160-5810-10-00	W Thoro Impact Fee Rebate	342,549.00	342,549.00			0	342,549.00
	Subtotal object - 05	342,549.00	342,549.00			0	342,549.00
Program number:	DEFAULT PROGRAM	342,549.00	342,549.00			0	342,549.00
Department number: 10	ADMINISTRATION	342,549.00	342,549.00			0	342,549.00
	Expense Subtotal - - - - -	342,549.00	342,549.00			0	342,549.00
Fund number: 160	TIRZ #2 - MATTHEWS SOUTHWEST			(16,172.53)	(39.60)	0	16,172.53
200-4000-10-08	W/S Service Initiation	(82,400.00)	(82,400.00)	(72,665.00)	(10,465.00)	88.186	(9,735.00)
200-4007-10-08	Sanitation	(1,377,830.00)	(1,377,830.00)	(1,029,549.09)	(123,130.89)	74.723	(348,280.91)
200-4009-10-08	Late Fee-W/S	(112,200.00)	(112,200.00)	(50,182.03)	7.96	44.726	(62,017.97)
	Subtotal object - 04	(1,572,430.00)	(1,572,430.00)	(1,152,396.12)	(133,587.93)	73.288	(420,033.88)
Program number: 8	UTILITY BILLING	(1,572,430.00)	(1,572,430.00)	(1,152,396.12)	(133,587.93)	73.288	(420,033.88)
200-4200-10-99	T-Mobile Fees	(39,795.00)	(39,795.00)	(55,800.54)	(6,200.06)	140.22	16,005.54
200-4201-10-99	Tierone Converged Network	(22,777.00)	(22,777.00)	(17,082.00)	(1,898.00)	74.997	(5,695.00)
200-4205-10-99	Rise Broadband	(27,376.00)	(27,376.00)	(10,660.86)	(1,140.66)	38.942	(16,715.14)
200-4206-10-99	Verizon Antennae Lease	(66,805.00)	(66,805.00)	(58,153.75)	(2,883.75)	87.05	(8,651.25)
	Subtotal object - 04	(156,753.00)	(156,753.00)	(141,697.15)	(12,122.47)	90.395	(15,055.85)
200-4930-10-99	Insurance Proceeds			(4,641.48)		0	4,641.48
	Subtotal object - 04			(4,641.48)		0	4,641.48
Program number: 99	NON-DEPARTMENTAL	(156,753.00)	(156,753.00)	(146,338.63)	(12,122.47)	93.356	(10,414.37)
Department number: 10	ADMINISTRATION	(1,729,183.00)	(1,729,183.00)	(1,298,734.75)	(145,710.40)	75.107	(430,448.25)
200-4005-50-02	Water Revenue	(12,823,413.00)	(12,823,413.00)	(8,176,868.01)	(1,598,998.37)	63.765	(4,646,544.99)
200-4010-50-02	Connection Tap & Construction	(800,000.00)	(800,000.00)	(687,103.00)	(87,702.00)	85.888	(112,897.00)
200-4012-50-02	Saturday Inspection Fee	(2,500.00)	(2,500.00)	(8,100.00)	(150.00)	324	5,600.00
200-4018-50-02	Internet Cr. Card Fees			(69,283.74)	(8,438.25)	0	69,283.74
200-4019-50-02	Cr. Card Pmt Fees			(21,740.68)	(2,988.72)	0	21,740.68
200-4060-50-02	NSF Fees	(1,675.00)	(1,675.00)	(1,400.00)	(150.00)	83.582	(275.00)
	Subtotal object - 04	(13,627,588.00)	(13,627,588.00)	(8,964,495.43)	(1,698,427.34)	65.782	(4,663,092.57)
200-4243-50-02	Backflow Prevention Inspection	(51,758.00)	(51,758.00)	(38,175.00)	(4,825.00)	73.757	(13,583.00)
	Subtotal object - 04	(51,758.00)	(51,758.00)	(38,175.00)	(4,825.00)	73.757	(13,583.00)
200-4610-50-02	Interest Income	(142,024.00)	(142,024.00)	(94,856.04)	(6,934.53)	66.789	(47,167.96)
	Subtotal object - 04	(142,024.00)	(142,024.00)	(94,856.04)	(6,934.53)	66.789	(47,167.96)
200-4910-50-02	Other Revenue	(2,351,275.00)	(2,351,275.00)	(123,956.40)	(14,432.53)	5.272	(2,227,318.60)
	Subtotal object - 04	(2,351,275.00)	(2,351,275.00)	(123,956.40)	(14,432.53)	5.272	(2,227,318.60)
Program number: 2	WATER	(16,172,645.00)	(16,172,645.00)	(9,221,482.87)	(1,724,619.40)	57.019	(6,951,162.13)
200-4006-50-03	Sewer	(6,751,798.00)	(6,751,798.00)	(5,100,764.36)	(578,689.23)	75.547	(1,651,033.64)
200-4010-50-03	Connection Tap & Construction	(300,000.00)	(300,000.00)	(305,200.00)	(39,000.00)	101.733	5,200.00
	Subtotal object - 04	(7,051,798.00)	(7,051,798.00)	(5,405,964.36)	(617,689.23)	76.661	(1,645,833.64)
Program number: 3	WASTEWATER	(7,051,798.00)	(7,051,798.00)	(5,405,964.36)	(617,689.23)	76.661	(1,645,833.64)
Department number: 50	PUBLIC WORKS	(23,224,443.00)	(23,224,443.00)	(14,627,447.23)	(2,342,308.63)	62.983	(8,596,995.77)
	Revenue Subtotal - - - - -	(24,953,626.00)	(24,953,626.00)	(15,926,181.98)	(2,488,019.03)	63.823	(9,027,444.02)
200-5110-10-08	Salaries & Wages	196,018.00	3327.83 199,345.83	141,062.30	14,919.78	70.763	58,283.53
200-5115-10-08	Salaries - Overtime	3,500.00	3,500.00	878.61	14.50	25.103	2,621.39
200-5140-10-08	Salaries - Longevity Pay	1,550.00	1,550.00	765.00		49.355	785.00
200-5143-10-08	Cell Phone Allowance			420.00	120.00	0	(420.00)
200-5145-10-08	Social Security Expense	12,467.00	12,467.00	8,533.69	891.68	68.45	3,933.31
200-5150-10-08	Medicare Expense	2,916.00	2,916.00	1,995.80	208.54	68.443	920.20
200-5155-10-08	SUTA Expense	648.00	648.00	577.67		89.147	70.33
200-5160-10-08	Health Insurance	28,078.00	28,078.00	22,583.40	2,259.60	80.431	5,494.60
200-5165-10-08	Dental Insurance	1,712.00	1,712.00	1,253.82	138.66	73.237	458.18
200-5170-10-08	Life Insurance/AD&D	451.00	451.00	337.50	37.50	74.834	113.50

200-5175-10-08	Liability (TML)/Workers' Comp	376.00		376.00	350.47	40.55		93.21	25.53
200-5180-10-08	TMRS Expense	26,771.00		26,771.00	19,435.58	2,034.17		72.599	7,335.42
200-5185-10-08	Long/Short Term Disability	373.00		373.00	252.22	28.34		67.619	120.78
200-5186-10-08	WELLE-Wellness Prog Reimb-Empl	1,200.00		1,200.00	802.44	89.16		66.87	397.56
	Subtotal object - 05	276,060.00	3327.83	279,387.83	199,248.50	20,782.48		71.316	80,139.33
200-5210-10-08	Office Supplies	2,562.00		2,562.00	2,667.40	99.13		104.114	(105.40)
200-5220-10-08	Office Equipment	2,324.00		2,324.00	2,726.97	(151.77)	276.00	117.34	(678.97)
200-5230-10-08	Dues,Fees,& Subscriptions	100.00		100.00				0	100.00
200-5240-10-08	Postage and Delivery	44,000.00		44,000.00	39,815.86	0.50		90.491	4,184.14
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	490.40	67.42		81.733	109.60
	Subtotal object - 05	53,916.00		53,916.00	45,700.63	15.28	276.00	84.763	7,939.37
200-5330-10-08	Copier Expense	3,276.00		3,276.00	993.65	148.90		30.331	2,282.35
	Subtotal object - 05	3,276.00		3,276.00	993.65	148.90		30.331	2,282.35
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	7,339.50	1,650.00		91.744	660.50
200-5419-10-08	IT Licenses	10,300.00		10,300.00			16,400.00	0	(6,100.00)
200-5430-10-08	Legal Fees	2,500.00		2,500.00	152.00			6.08	2,348.00
200-5470-10-08	Trash Collection	1,375,000.00		1,375,000.00	883,496.26	120,987.27		64.254	491,503.74
200-5475-10-08	CREDIT CARD FEES	126,000.00		126,000.00	105,171.85	11,745.74		83.47	20,828.15
200-5479-10-08	Household Haz. Waste Disposal	7,800.00		7,800.00	3,600.00	1,380.00		46.154	4,200.00
200-5480-10-08	Contracted Services	33,963.00		33,963.00	7,600.00	931.45	38,500.00	22.377	(12,137.00)
	Subtotal object - 05	1,563,788.00		1,563,788.00	1,007,570.14	136,694.46	54,900.00	64.431	501,317.86
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	698.00			77.556	202.00
	Subtotal object - 05	900.00		900.00	698.00			77.556	202.00
200-7145-10-08	Transfer to VERF	1,438.00		1,438.00	1,078.47	119.83		74.998	359.53
200-7147-10-08	Transfer to GF	43,494.00		43,494.00	32,620.50	3,624.50		75	10,873.50
	Subtotal object - 07	44,932.00		44,932.00	33,698.97	3,744.33		75	11,233.03
Program number: 8	UTILITY BILLING	1,946,422.00	3327.83	1,949,749.83	1,287,909.89	161,385.45	55,176.00	66.055	606,663.94
200-5110-10-99	Salaries & Wages	(36,777.00)	-19903	(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	-19903	3,320.00	76,033.79				(72,713.79)
200-5295-10-99	General Fund Franchise Fee	339,271.00		339,271.00	254,453.22	28,272.58		75	84,817.78
	Subtotal object - 05	339,271.00		339,271.00	254,453.22	28,272.58		75	84,817.78
200-5410-10-99	Professional Services	25,000.00		25,000.00	24,880.00	5,211.25		99.52	120.00
200-5415-10-99	Tuition Reimbursement	7,233.00		7,233.00	1,136.42			15.712	6,096.58
200-5480-10-99	Contracted Services	5,800.00		5,800.00				0	5,800.00
	Subtotal object - 05	38,033.00		38,033.00	26,016.42	5,211.25		68.405	12,016.58
200-5930-10-99	Damage Claims Expense				8,941.92			0	(8,941.92)
	Subtotal object - 05				8,941.92			0	(8,941.92)
200-6186-10-99	2013 Bond Payment	225,000.00		225,000.00			225,000.00	0	
200-6193-10-99	2012 CO Bond Payment	298,800.00		298,800.00	298,800.00			100	
	Subtotal object - 06	523,800.00		523,800.00	298,800.00		225,000.00	57.045	
200-6200-10-99	Bond Issuance Costs				440.00			0	(440.00)
200-6201-10-99	2014 GO Bond Payment	385,000.00		385,000.00			385,000.00	0	
200-6202-10-99	2014 CO Bond Payment	505,000.00		505,000.00			505,000.00	0	
200-6203-10-99	2015 GO Debt payment	324,900.00		324,900.00	324,900.00			100	
200-6205-10-99	2016 GO Bond Payment	68,500.00		68,500.00	68,500.00			100	
200-6209-10-99	2018 GO Bond Payment	330,000.00		330,000.00				0	330,000.00
200-6210-10-99	2018 CO Bond Payment				330,000.00			0	(330,000.00)
200-6211-10-99	2019 CO Debt Payment	327,247.00		327,247.00	327,247.00			100	

200-6299-10-99	Bond Interest Expense	1,465,790.00		1,465,790.00	817,824.25		647,965.75	55.794	
	Subtotal object - 06	3,406,437.00		3,406,437.00	1,868,911.25		1,537,965.75	54.864	(440.00)
200-7000-10-99	Contingency	50,000.00		50,000.00	5,500.00	1,750.00	13,812.50	11	30,687.50
	Subtotal object - 07	50,000.00		50,000.00	5,500.00	1,750.00	13,812.50	11	30,687.50
Program number: 99	NON-DEPARTMENTAL	4,380,764.00	-19903	4,360,861.00	2,538,656.60	35,233.83	1,776,778.25	58.215	45,426.15
Department number: 10	ADMINISTRATION	6,327,186.00	-16575.17	6,310,610.83	3,826,566.49	196,619.28	1,831,954.25	60.637	652,090.09
200-5110-50-02	Salaries & Wages	1,186,709.00	29787.39	1,216,496.39	863,254.72	89,745.36		70.962	353,241.67
200-5115-50-02	Salaries - Overtime	38,400.00		38,400.00	55,571.47	8,819.80		144.717	(17,171.47)
200-5126-50-02	Salaries-Vacation Buy-Out	1,822.00		1,822.00	1,727.20			94.797	94.80
200-5140-50-02	Salaries - Longevity Pay	4,955.00		4,955.00	4,685.00			94.551	270.00
200-5143-50-02	Cell Phone Allowance				300.00	60.00		0	(300.00)
200-5145-50-02	Social Security Expense	76,377.00		76,377.00	54,889.28	5,819.91		71.866	21,487.72
200-5150-50-02	Medicare Expense	17,863.00		17,863.00	12,896.26	1,361.12		72.195	4,966.74
200-5155-50-02	SUTA Expense	4,050.00		4,050.00	3,448.61	56.57		85.151	601.39
200-5160-50-02	Health Insurance	183,134.00		183,134.00	126,969.80	12,950.70		69.332	56,164.20
200-5165-50-02	Dental Insurance	7,981.00		7,981.00	6,334.70	746.18		79.372	1,646.30
200-5170-50-02	Life Insurance/AD&D	2,432.00		2,432.00	1,853.25	198.48		76.203	578.75
200-5175-50-02	Liability (TML)/Workers' Comp	25,487.00		25,487.00	24,971.82	2,960.29		97.979	515.18
200-5180-50-02	TMRS Expense	166,921.00		166,921.00	125,966.97	13,395.49		75.465	40,954.03
200-5185-50-02	Long/Short Term Disability	2,255.00		2,255.00	1,502.66	161.36		66.637	752.34
200-5186-50-02	WELLE-Wellness Prog Reimb-Emp	7,650.00		7,650.00	3,291.94	367.48		43.032	4,358.06
	Subtotal object - 05	1,726,036.00	29787.39	1,755,823.39	1,287,663.68	136,642.74		73.337	468,159.71
200-5210-50-02	Office Supplies	2,900.00		2,900.00	1,928.70	96.97		66.507	971.30
200-5212-50-02	Building Supplies	3,800.00		3,800.00	3,150.26	44.92		82.902	649.74
200-5220-50-02	Office Equipment	12,230.00		12,230.00	7,385.65	68.00		60.39	4,844.35
200-5230-50-02	Dues,Fees,& Subscriptions	16,500.00		16,500.00	28,733.38	57.00		174.142	(12,233.38)
200-5240-50-02	Postage and Delivery	1,000.00		1,000.00	206.05	24.50		20.605	793.95
200-5260-50-02	Advertising				238.76			0	(238.76)
200-5280-50-02	Printing and Reproduction	1,500.00		1,500.00	466.02			31.068	1,033.98
200-5290-50-02	Other Charges and Services				61.48			0	(61.48)
	Subtotal object - 05	37,930.00		37,930.00	42,170.30	291.39		111.179	(4,240.30)
200-5310-50-02	Rental Expense	10,000.00		10,000.00	8,188.53	1,312.65		81.885	1,811.47
200-5320-50-02	Repairs & Maintenance	3,600.00		3,600.00	62.00	62.00		1.722	3,538.00
200-5330-50-02	Copier Expense	1,700.00		1,700.00	935.49	157.37		55.029	764.51
200-5340-50-02	Building Repairs	35,000.00		35,000.00	845.71			2.416	34,154.29
200-5350-50-02	Vehicle Expense	23,629.00		23,629.00	23,958.74	5,613.51		101.395	(329.74)
200-5351-50-02	Equipment Expense/Repair	11,700.00		11,700.00	8,087.76	636.49		69.126	3,612.24
200-5352-50-02	Fuel	24,300.00		24,300.00	21,019.32	1,852.43		86.499	3,280.68
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	63,123.05	9,634.45		56.71	48,185.95
200-5400-50-02	Uniform Expense	17,750.00		17,750.00	14,494.24	971.60		81.658	3,255.76
200-5410-50-02	Professional Services	6,000.00		6,000.00				0	6,000.00
200-5419-50-02	IT Licenses	41,240.00		41,240.00	30,249.00		22,500.00	73.349	(11,509.00)
200-5430-50-02	Legal Fees	500.00		500.00	284.99			56.998	215.01
200-5480-50-02	Contracted Services	205,578.00		205,578.00	62,534.42	964.35	30,949.00	30.419	112,094.58
	Subtotal object - 05	271,068.00		271,068.00	107,562.65	1,935.95	53,449.00	39.681	110,056.35
200-5520-50-02	Telephones	10,160.00		10,160.00	8,027.14	884.15		79.007	2,132.86
200-5523-50-02	Water/Sewer Charges	6,000.00		6,000.00	4,777.55	258.47		79.626	1,222.45
200-5524-50-02	Gas	2,000.00		2,000.00	608.36			30.418	1,391.64
200-5525-50-02	Electricity	309,000.00		309,000.00	197,008.38	30,774.13		63.757	111,991.62
200-5526-50-02	Data Network	4,000.00		4,000.00	5,090.40	100.00		127.26	(1,090.40)
200-5530-50-02	Travel	2,300.00		2,300.00	384.80			16.73	1,915.20
200-5533-50-02	Mileage Expense	100.00		100.00				0	100.00
200-5536-50-02	Training/Seminars	22,200.00		22,200.00	10,849.96			48.874	11,350.04
200-5540-50-02	Water Testing	13,225.00		13,225.00	10,541.49	1,467.88		79.709	2,683.51
200-5545-50-02	Meter Purchases	422,900.00	190000	612,900.00	201,555.37	1,248.00	447,677.81	32.886	(36,333.18)

200-5550-50-02	Water Purchases	5,690,642.00	-100000	5,590,642.00	3,470,830.24	433,854.00		62.083	2,119,811.76
	Subtotal object - 05	6,482,527.00	90000	6,572,527.00	3,909,673.69	468,586.63	447,677.81	59.485	2,215,175.50
200-5600-50-02	Special Events	8,000.00		8,000.00	1,423.42	327.08		17.793	6,576.58
200-5620-50-02	Tools & Equipment	14,000.00		14,000.00	11,505.50	4,168.91		82.182	2,494.50
200-5630-50-02	Safety Equipment	12,500.00		12,500.00	7,001.30	416.25		56.01	5,498.70
200-5640-50-02	Signs & Hardware	1,000.00		1,000.00	1,156.93			115.693	(156.93)
200-5650-50-02	Maintenance Materials	7,000.00		7,000.00	3,845.94	485.47		54.942	3,154.06
200-5660-50-02	Chemical Supplies	17,800.00		17,800.00	21,264.87	3,100.69		119.466	(3,464.87)
200-5670-50-02	System Improvements	206,000.00	-122126.75	83,873.25	71,958.51	11,811.26		85.794	11,914.74
	Subtotal object - 05	266,300.00	-122126.75	144,173.25	118,156.47	20,309.66		81.955	26,016.78
200-6110-50-02	Capital Expenditure		32126.75	32,126.75	43,632.34			135.813	(11,505.59)
200-6160-50-02	Capital Expense-Vehicles	81,736.00		81,736.00	83,313.45			101.93	(1,577.45)
	Subtotal object - 06	81,736.00	32126.75	113,862.75	126,945.79			111.49	(13,083.04)
200-7145-50-02	Transfer to VERF	225,192.00		225,192.00	168,894.00	18,766.00		75	56,298.00
200-7147-50-02	Transfer to GF	640,504.00		640,504.00	480,377.97	53,375.33		75	160,126.03
	Subtotal object - 07	865,696.00		865,696.00	649,271.97	72,141.33		75	216,424.03
Program number: 2	WATER	9,842,602.00	29787.39	9,872,389.39	6,304,567.60	709,542.15	501,126.81	63.861	3,066,694.98
200-5110-50-03	Salaries & Wages	557,709.00	18925.61	576,634.61	353,911.08	41,737.41		61.375	222,723.53
200-5115-50-03	Salaries - Overtime	25,700.00		25,700.00	20,398.65	2,283.97		79.372	5,301.35
200-5126-50-03	Salaries-Vacation Buy-Out	2,210.00		2,210.00	4,066.60			184.009	(1,856.60)
200-5140-50-03	Salaries - Longevity Pay	1,990.00		1,990.00	1,825.00			91.709	165.00
200-5143-50-03	Cell Phone Allowance				240.00	60.00		0	(240.00)
200-5145-50-03	Social Security Expense	36,432.00		36,432.00	21,752.13	2,470.22		59.706	14,679.87
200-5150-50-03	Medicare Expense	8,520.00		8,520.00	5,087.22	577.73		59.709	3,432.78
200-5155-50-03	SUTA Expense	2,268.00		2,268.00	1,982.29	53.18		87.403	285.71
200-5160-50-03	Health Insurance	136,252.00		136,252.00	80,613.62	8,299.00		59.165	55,638.38
200-5165-50-03	Dental Insurance	5,041.00		5,041.00	3,223.10	402.50		63.938	1,817.90
200-5170-50-03	Life Insurance/AD&D	1,423.00		1,423.00	950.05	121.94		66.764	472.95
200-5175-50-03	Liability (TML)/Workers' Comp	11,208.00		11,208.00	10,254.34	1,253.49		91.491	953.66
200-5180-50-03	TMRS Expense	79,621.00		79,621.00	51,659.58	5,979.33		64.882	27,961.42
200-5185-50-03	Long/Short Term Disability	1,060.00		1,060.00	605.71	77.53		57.142	454.29
200-5186-50-03	WELLE-Wellness Prog Reimb-Emp	3,300.00		3,300.00	1,252.44	139.16		37.953	2,047.56
	Subtotal object - 05	872,734.00	18925.61	891,659.61	557,821.81	63,455.46		62.56	333,837.80
200-5210-50-03	Office Supplies	2,300.00		2,300.00	741.81	31.84		32.253	1,558.19
200-5212-50-03	Building Supplies	600.00		600.00	1,073.81			178.968	(473.81)
200-5220-50-03	Office Equipment	500.00		500.00	132.45			26.49	367.55
200-5230-50-03	Dues,Fees,& Subscriptions	19,800.00		19,800.00	1,337.50	168.00		6.755	18,462.50
200-5240-50-03	Postage and Delivery	900.00		900.00	14.98			1.664	885.02
200-5280-50-03	Printing and Reproduction				50.00			0	(50.00)
	Subtotal object - 05	24,100.00		24,100.00	3,350.55	199.84		13.903	20,749.45
200-5310-50-03	Rental Expense	12,000.00		12,000.00	12,302.12			102.518	(302.12)
200-5335-50-03	Radio/Video Repairs	500.00		500.00				0	500.00
200-5340-50-03	Building Repairs	1,000.00		1,000.00	825.20			82.52	174.80
200-5350-50-03	Vehicle Expense	16,000.00		16,000.00	15,503.23	3,506.49		96.895	496.77
200-5351-50-03	Equipment Expense/Repair	3,000.00		3,000.00	10,443.05			348.102	(7,443.05)
200-5352-50-03	Fuel	16,200.00		16,200.00	9,746.46	840.51		60.163	6,453.54
200-5353-50-03	Oil/Grease/Inspections	1,180.00		1,180.00	65.50	25.50		5.551	1,114.50
	Subtotal object - 05	49,880.00		49,880.00	48,885.56	4,372.50		98.006	994.44
200-5400-50-03	Uniform Expense	11,900.00		11,900.00	7,196.40			60.474	4,703.60
200-5419-50-03	IT Licenses	13,100.00		13,100.00				0	13,100.00
200-5430-50-03	Legal Fees	500.00		500.00				0	500.00
200-5480-50-03	Contracted Services	104,465.00	2405.34	106,870.34	2,848.34		69,844.50	2.665	34,177.50
	Subtotal object - 05	129,965.00	2405.34	132,370.34	10,044.74		69,844.50	7.588	52,481.10
200-5520-50-03	Telephones	3,850.00		3,850.00	2,508.35	257.10		65.152	1,341.65
200-5523-50-03	Water/Sewer Charges	550.00		550.00	486.07	44.88		88.376	63.93
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	23,984.81	2,917.10	53.3	21,015.19
200-5526-50-03	Data Network	900.00		900.00	227.94		25.327	672.06
200-5530-50-03	Travel	1,000.00		1,000.00			0	1,000.00
200-5533-50-03	Mileage Expense	200.00		200.00			0	200.00
200-5536-50-03	Training/Seminars	10,800.00		10,800.00	9,725.00		90.046	1,075.00
200-5560-50-03	Sewer Management Fees	3,441,392.00		3,441,392.00	2,341,961.50	255,239.54	68.053	1,099,430.50
	Subtotal object - 05	3,504,292.00		3,504,292.00	2,379,207.17	258,458.62	67.894	1,125,084.83
200-5620-50-03	Tools & Equipment	9,000.00		9,000.00	8,855.09		98.39	144.91
200-5630-50-03	Safety Equipment	11,000.00		11,000.00	4,870.84	1,108.48	44.28	6,129.16
200-5650-50-03	Maintenance Materials	2,000.00		2,000.00	1,884.22	120.80	94.211	115.78
200-5660-50-03	Chemical Supplies	1,000.00		1,000.00	1,590.60	487.07	159.06	(590.60)
200-5670-50-03	System Improvements	145,000.00		145,000.00	9,835.18	2,798.28	6.783	46,108.82
200-5680-50-03	Lift Station Expense	20,000.00		20,000.00	74,008.26	27,997.72	370.041	(54,008.26)
	Subtotal object - 05	188,000.00		188,000.00	101,044.19	32,512.35	89,056.00	(2,100.19)
200-5930-50-03	Damage Claims Expense				1,000.00		0	(1,000.00)
	Subtotal object - 05				1,000.00		0	(1,000.00)
200-6140-50-03	Capital Expense-Equipment	103,000.00	4810.66	107,810.66	81,805.62	(17,297.00)	75.879	26,005.04
200-6160-50-03	Capital Expense-Vehicles	200,000.00		200,000.00			199,752.24	0
	Subtotal object - 06	303,000.00	4810.66	307,810.66	81,805.62	(17,297.00)	199,752.24	26,577
200-7145-50-03	Transfer to VERF	85,599.00		85,599.00	64,199.25	7,133.25	75	21,399.75
200-7147-50-03	Transfer to GF	208,917.00		208,917.00	156,687.75	17,409.75	75	52,229.25
	Subtotal object - 07	294,516.00		294,516.00	220,887.00	24,543.00	75	73,629.00
Program number: 3	WASTEWATER	5,366,487.00	26141.61	5,392,628.61	3,404,046.64	366,244.77	358,652.74	63.124
200-5110-50-98	Salaries & Wages	214,858.00	9192.17	224,050.17	146,427.97	12,788.80	65.355	77,622.20
200-5115-50-98	Salaries - Overtime				9,761.61	76.55	0	(9,761.61)
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	9,144.16	722.03	67.01	4,501.84
200-5150-50-98	Medicare Expense	3,192.00		3,192.00	2,138.55	168.87	66.997	1,053.45
200-5155-50-98	SUTA Expense	648.00		648.00	576.00		88.889	72.00
200-5160-50-98	Health Insurance	38,936.00		38,936.00	25,813.43	2,475.70	66.297	13,122.57
200-5165-50-98	Dental Insurance	1,339.00		1,339.00	1,016.18	111.54	75.891	322.82
200-5170-50-98	Life Insurance/ADD	902.00		902.00	272.02	28.14	30.157	629.98
200-5175-50-98	Liability (TML)/Workers Comp	7,848.00		7,848.00	2,576.69	164.17	32.832	5,271.31
200-5180-50-98	TMRS Expense	29,822.00		29,822.00	21,573.65	1,755.51	72.341	8,248.35
200-5185-50-98	Long/Short Term Disability	409.00		409.00	259.39	24.28	63.421	149.61
200-5186-50-98	WELLE-Wellness Prog Reimb Empl	1,800.00		1,800.00	908.74	100.00	50.486	891.26
	Subtotal object - 05	318,631.00	9192.17	327,823.17	222,669.39	18,415.59	67.924	105,153.78
200-5210-50-98	Office Supplies	400.00		400.00	384.40		96.1	15.60
200-5220-50-98	Office Equipment	1,600.00		1,600.00			0	1,600.00
200-5230-50-98	Dues, Fees, & Subscriptions	400.00		400.00			0	400.00
200-5240-50-98	Postage and Delivery	100.00		100.00			0	100.00
200-5280-50-98	Printing and Reproduction	100.00		100.00			0	100.00
	Subtotal object - 05	2,600.00		2,600.00	384.40		14.785	2,215.60
200-5330-50-98	Copier Expense	800.00		800.00			0	800.00
200-5350-50-98	Vehicle Expense	2,560.00		2,560.00	3,054.39	214.80	119.312	(494.39)
200-5352-50-98	Fuel	5,600.00		5,600.00	2,931.38	151.81	52.346	2,668.62
200-5353-50-98	Oil/Grease/Inspections	800.00		800.00			0	800.00
	Subtotal object - 05	9,760.00		9,760.00	5,985.77	366.61	61.33	3,774.23
200-5400-50-98	Uniform Expense	5,660.00		5,660.00	1,570.44	73.42	27.746	4,089.56
200-5480-50-98	Contracted Services	25,000.00		25,000.00	48.00		0.192	24,952.00
	Subtotal object - 05	30,660.00		30,660.00	1,618.44	73.42	5.279	29,041.56
200-5520-50-98	Telephones	1,200.00		1,200.00			0	1,200.00
200-5526-50-98	Data Network	200.00		200.00			0	200.00
200-5530-50-98	Travel	1,000.00		1,000.00			0	1,000.00
200-5536-50-98	Training/Seminars	1,600.00		1,600.00	94.80		5.925	1,505.20

	Subtotal object - 05	4,000.00		4,000.00	94.80			2.37	3,905.20
200-5620-50-98	Tools & Equipment	1,000.00		1,000.00	1,263.60			126.36	(263.60)
200-5630-50-98	Safety Equipment	2,000.00		2,000.00	1,237.13			61.857	762.87
	Subtotal object - 05	3,000.00		3,000.00	2,500.73			83.358	499.27
200-6610-50-98	CONSTRUCTION	3,051,275.00	-3051275					0	
	Subtotal object - 06	3,051,275.00	-3051275					0	
200-7144-50-98	Transfer to Capital Projects		3051275	3,051,275.00	3,051,275.00			100	
	Subtotal object - 07		3051275	3,051,275.00	3,051,275.00			100	
Program number: 98	CONSTRUCTION INSPECTIONS	3,419,926.00	9192.17	3,429,118.17	3,284,528.53	18,855.62		95.783	144,589.64
Department number: 50	PUBLIC WORKS	18,629,015.00	65121.17	18,694,136.17	12,993,142.77	1,094,642.54	859,779.55	69.504	4,841,213.85
	Expense Subtotal - - - - -	24,956,201.00	48546	25,004,747.00	16,819,709.26	1,291,261.82	2,691,733.80	67.266	5,493,303.94
Fund number: 200	WATER/SEWER	2,575.00	48546	51,121.00	893,527.28	(1,196,757.21)	2,691,733.80		(3,534,140.08)
300-4105-10-00	Property Taxes -Delinquent	(185,713.00)		(185,713.00)	(157,970.82)	(232.60)		85.062	(27,742.18)
300-4110-10-00	Property Taxes -Current	(6,625,000.00)		(6,625,000.00)	(6,790,659.79)	(18,512.99)		102.501	165,659.79
300-4115-10-00	Taxes -Penalties	(45,000.00)		(45,000.00)	(45,235.91)	(1,965.49)		100.524	235.91
	Subtotal object - 04	(6,855,713.00)		(6,855,713.00)	(6,993,866.52)	(20,711.08)		102.015	138,153.52
300-4610-10-00	Interest Income	(45,000.00)		(45,000.00)	(66,402.52)	(4,352.84)		147.561	21,402.52
	Subtotal object - 04	(45,000.00)		(45,000.00)	(66,402.52)	(4,352.84)		147.561	21,402.52
Program number:	DEFAULT PROGRAM	(6,900,713.00)		(6,900,713.00)	(7,060,269.04)	(25,063.92)		102.312	159,556.04
Department number: 10	ADMINISTRATION	(6,900,713.00)		(6,900,713.00)	(7,060,269.04)	(25,063.92)		102.312	159,556.04
	Revenue Subtotal - - - - -	(6,900,713.00)		(6,900,713.00)	(7,060,269.04)	(25,063.92)		102.312	159,556.04
300-5410-10-00	Professional Services				2,500.00			0	(2,500.00)
	Subtotal object - 05				2,500.00			0	(2,500.00)
300-6186-10-00	2013 GO Ref Bond	165,000.00		165,000.00			165,000.00	0	
300-6189-10-00	2012 GO TX Bond Payment	190,000.00		190,000.00	190,000.00			100	
	Subtotal object - 06	355,000.00		355,000.00	190,000.00		165,000.00	53.521	
300-6200-10-00	Bond Administrative Fees	20,000.00		20,000.00	440.00			2.2	19,560.00
300-6201-10-00	2014 GO Debt payment	280,000.00		280,000.00			280,000.00	0	
300-6203-10-00	2015 GO Debt Payment	500,100.00		500,100.00	500,100.00			100	
300-6204-10-00	2015 CO Debt Payment	215,000.00		215,000.00	215,000.00			100	
300-6205-10-00	2016 GO Debt Payment	616,500.00		616,500.00	616,500.00			100	
300-6206-10-00	2016 CO Debt Payment	45,000.00		45,000.00	45,000.00			100	
300-6208-10-00	2017 GO Bond Payment	405,000.00		405,000.00	405,000.00			100	
300-6209-10-00	2018 GO Bond Payment	135,000.00		135,000.00	135,000.00			100	
300-6210-10-00	2018 CO Bond Payment	160,000.00		160,000.00	160,000.00			100	
300-6211-10-00	2019 CO Debt Payment	967,754.00		967,754.00	967,753.00		1.00	100	
300-6212-10-00	2019 GO Debt Payment	140,000.00		140,000.00	140,000.00			100	
300-6299-10-00	Bond Interest Expense	3,183,386.00		3,183,386.00	1,563,238.14		1,620,147.86	49.106	
	Subtotal object - 06	6,667,740.00		6,667,740.00	4,748,031.14		1,900,148.86	71.209	19,560.00
Program number:	DEFAULT PROGRAM	7,022,740.00		7,022,740.00	4,940,531.14		2,065,148.86	70.35	17,060.00
Department number: 10	ADMINISTRATION	7,022,740.00		7,022,740.00	4,940,531.14		2,065,148.86	70.35	17,060.00
	Expense Subtotal - - - - -	7,022,740.00		7,022,740.00	4,940,531.14		2,065,148.86	70.35	17,060.00
Fund number: 300	INTEREST AND SINKING	122,027.00		122,027.00	(2,119,737.90)	(25,063.92)	2,065,148.86		176,616.04
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)	(40,335.71)	(3,171.32)		134.452	10,335.71
	Subtotal object - 04	(30,000.00)		(30,000.00)	(40,335.71)	(3,171.32)		134.452	10,335.71
410-4910-10-99	Other Reimbursements	(124,600.00)		(124,600.00)	(75,428.92)	(31,846.41)		60.537	(49,171.08)
410-4995-10-99	Transfer In	(1,913,713.00)	-108969	(2,022,682.00)	(1,517,011.47)	(168,556.83)		75	(505,670.53)
	Subtotal object - 04	(2,038,313.00)	-108969	(2,147,282.00)	(1,592,440.39)	(200,403.24)		74.161	(554,841.61)
Program number: 99	NON-DEPARTMENTAL	(2,251,101.00)	-108969	(2,360,070.00)	(1,632,776.10)	(203,574.56)		69.183	(727,293.90)
Department number: 10	ADMINISTRATION	(2,251,101.00)	-108969	(2,360,070.00)	(1,632,776.10)	(203,574.56)		69.183	(727,293.90)
	Revenue Subtotal - - - - -	(2,251,101.00)	-108969	(2,360,070.00)	(1,632,776.10)	(203,574.56)		69.183	(727,293.90)
410-5220-10-03	Office Equipment	1,800.00		1,800.00	889.11			49.395	910.89
	Subtotal object - 05	1,800.00		1,800.00	889.11			49.395	910.89
Program number: 3	FINANCE	1,800.00		1,800.00	889.11			49.395	910.89

410-5220-10-05	Office Equipment	10,500.00		10,500.00	3,788.59		36.082	6,711.41
	Subtotal object - 05	10,500.00		10,500.00	3,788.59		36.082	6,711.41
410-6125-10-05	Capital-Equipment (Technology)	10,750.00		10,750.00		25,195.14	0	(14,445.14)
	Subtotal object - 06	10,750.00		10,750.00		25,195.14	0	(14,445.14)
Program number: 5	IT	21,250.00		21,250.00	3,788.59	25,195.14	17.829	(7,733.73)
410-5220-10-07	Office Equipment	1,800.00		1,800.00	1,924.15		106.897	(124.15)
	Subtotal object - 05	1,800.00		1,800.00	1,924.15		106.897	(124.15)
Program number: 7	MUNICIPAL COURT	1,800.00		1,800.00	1,924.15		106.897	(124.15)
410-5220-10-08	Office Equipment	2,700.00		2,700.00	2,667.33		98.79	32.67
	Subtotal object - 05	2,700.00		2,700.00	2,667.33		98.79	32.67
Program number: 8	UTILITY BILLING	2,700.00		2,700.00	2,667.33		98.79	32.67
Department number: 10	ADMINISTRATION	27,550.00		27,550.00	9,269.18	25,195.14	33.645	(6,914.32)
410-5220-20-01	Office Equipment	3,600.00		3,600.00	3,702.37		102.844	(102.37)
	Subtotal object - 05	3,600.00		3,600.00	3,702.37		102.844	(102.37)
410-6125-20-01	Capital-Equipment (Technology)	10,000.00		10,000.00			0	10,000.00
410-6140-20-01	CAPITAL EXPENSE-EQUIPMENT	6,000.00		6,000.00			0	6,000.00
410-6160-20-01	Capital-Vehicles	91,966.00		91,966.00	95,049.83	52,907.50	103.353	(55,991.33)
	Subtotal object - 06	107,966.00		107,966.00	95,049.83	52,907.50	88.037	(39,991.33)
Program number: 1	OPERATIONS	111,566.00		111,566.00	98,752.20	52,907.50	88.515	(40,093.70)
410-5220-20-05	Office Equipment	900.00		900.00	889.11		98.79	10.89
	Subtotal object - 05	900.00		900.00	889.11		98.79	10.89
410-6125-20-05	Capital-Equipment (Technology)	10,000.00		10,000.00		8,401.48	0	1,598.52
	Subtotal object - 06	10,000.00		10,000.00		8,401.48	0	1,598.52
Program number: 5	DISPATCH	10,900.00		10,900.00	889.11	8,401.48	8.157	1,609.41
Department number: 20	POLICE	122,466.00		122,466.00	99,641.31	61,308.98	81.362	(38,484.29)
410-5220-30-01	Office Equipment	3,600.00		3,600.00	3,556.44		98.79	43.56
	Subtotal object - 05	3,600.00		3,600.00	3,556.44		98.79	43.56
410-6160-30-01	Capital-Vehicles	354,870.00	108969	463,839.00	119,002.00	110,286.00	25.656	234,551.00
410-6160-30-01-1931-EQ	Replacement Fire Engine		415305.57	415,305.57	415,305.57		100	
	Subtotal object - 06	354,870.00	524274.57	879,144.57	534,307.57	110,286.00	60.776	234,551.00
Program number: 1	OPERATIONS	358,470.00	524274.57	882,744.57	537,864.01	110,286.00	60.931	234,594.56
410-6160-30-05	Capital-vehicles	40,823.00		40,823.00	41,596.40		101.895	(773.40)
	Subtotal object - 06	40,823.00		40,823.00	41,596.40		101.895	(773.40)
Program number: 5	MARSHAL	40,823.00		40,823.00	41,596.40		101.895	(773.40)
Department number: 30	FIRE	399,293.00	524274.57	923,567.57	579,460.41	110,286.00	62.742	233,821.16
410-5220-40-01	Office Equipment	7,200.00		7,200.00	7,981.99		110.861	(781.99)
	Subtotal object - 05	7,200.00		7,200.00	7,981.99		110.861	(781.99)
Program number: 1	INSPECTIONS	7,200.00		7,200.00	7,981.99		110.861	(781.99)
410-5220-40-02	Office Equipment	900.00		900.00	2,774.30		308.256	(1,874.30)
	Subtotal object - 05	900.00		900.00	2,774.30		308.256	(1,874.30)
Program number: 2	CODE COMPLIANCE	900.00		900.00	2,774.30		308.256	(1,874.30)
410-5220-40-03	Office Equipment	3,600.00		3,600.00	1,924.15		53.449	1,675.85
	Subtotal object - 05	3,600.00		3,600.00	1,924.15		53.449	1,675.85
Program number: 3	PLANNING	3,600.00		3,600.00	1,924.15		53.449	1,675.85
Department number: 40	DEVELOPMENT SERVICES	11,700.00		11,700.00	12,680.44		108.38	(980.44)
410-5220-50-01	Office Equipment	900.00		900.00	3,848.30		427.589	(2,948.30)
	Subtotal object - 05	900.00		900.00	3,848.30		427.589	(2,948.30)
410-6160-50-01	Capital-Vehicles	58,129.00		58,129.00	58,057.00	44.20	99.876	27.80
	Subtotal object - 06	58,129.00		58,129.00	58,057.00	44.20	99.876	27.80
Program number: 1	STREETS	59,029.00		59,029.00	61,905.30	44.20	104.873	(2,920.50)
410-5220-50-02	Office Equipment	3,600.00		3,600.00	6,144.17		170.671	(2,544.17)
	Subtotal object - 05	3,600.00		3,600.00	6,144.17		170.671	(2,544.17)
410-6140-50-02	Capital-Equipment	20,000.00		20,000.00	25,948.00	25,948.00	129.74	(5,948.00)
410-6160-50-02	Capital-Vehicles	122,118.00	-31196	90,922.00	91,156.77		1.00	100.258
	Subtotal object - 06	142,118.00	-31196	110,922.00	117,104.77	25,948.00	1.00	105.574
Program number: 2	WATER	145,718.00	-31196	114,522.00	123,248.94	25,948.00	1.00	107.62

410-5220-50-03	Office Equipment	900.00		900.00	3,476.58		386.287	(2,576.58)
	Subtotal object - 05	900.00		900.00	3,476.58		386.287	(2,576.58)
410-6160-50-03	Capital-Vehicles	25,269.00		25,269.00	25,319.60		100.2	(50.60)
	Subtotal object - 06	25,269.00		25,269.00	25,319.60		100.2	(50.60)
Program number: 3	WASTEWATER	26,169.00		26,169.00	28,796.18		110.039	(2,627.18)
410-6160-50-98	Capital Expense - vehicles		31196	31,196.00	31,333.00		100.439	(137.00)
	Subtotal object - 06		31196	31,196.00	31,333.00		100.439	(137.00)
Program number: 98	CONSTRUCTION INSPECTIONS		31196	31,196.00	31,333.00		100.439	(137.00)
Department number: 50	PUBLIC WORKS	230,916.00		230,916.00	245,283.42	25,948.00	45.20	(14,412.62)
410-5220-60-01	Office Equipment	2,700.00		2,700.00	889.11		32.93	1,810.89
	Subtotal object - 05	2,700.00		2,700.00	889.11		32.93	1,810.89
Program number: 1	PARK ADMINISTRATION	2,700.00		2,700.00	889.11		32.93	1,810.89
410-6160-60-02	Capital-vehicles	94,342.00		94,342.00	94,435.01		125.69	(218.70)
	Subtotal object - 06	94,342.00		94,342.00	94,435.01		125.69	(218.70)
Program number: 2	PARK OPERATIONS	94,342.00		94,342.00	94,435.01		125.69	(218.70)
410-5220-60-05	Office Equipment	5,400.00		5,400.00	4,812.94		89.129	587.06
	Subtotal object - 05	5,400.00		5,400.00	4,812.94		89.129	587.06
Program number: 5	LIBRARY	5,400.00		5,400.00	4,812.94		89.129	587.06
Department number: 60	COMMUNITY SERVICES	102,442.00		102,442.00	100,137.06		125.69	97.75
410-5220-98-01	Office Equipment	1,800.00		1,800.00	1,924.15		106.897	(124.15)
	Subtotal object - 05	1,800.00		1,800.00	1,924.15		106.897	(124.15)
Program number: 1	ENGINEERING	1,800.00		1,800.00	1,924.15		106.897	(124.15)
Department number: 98	ENGINEERING	1,800.00		1,800.00	1,924.15		106.897	(124.15)
	Expense Subtotal - - - - -	896,167.00	524274.57	1,420,441.57	1,048,395.97	25,948.00	196,961.01	73.808
Fund number: 410	VEHICLE/EQUIPMENT REPLACEMENT	(1,354,934.00)	415305.57	(939,628.43)	(584,380.13)	(177,626.56)	196,961.01	62.193
450-4001-98-02	Storm Drainage Utility Fee	(627,156.00)		(627,156.00)	(496,419.78)	(56,940.59)		79.154
450-4002-98-02	Drainage Review Fee	(6,000.00)		(6,000.00)	(1,710.00)			28.5
	Subtotal object - 04	(633,156.00)		(633,156.00)	(498,129.78)	(56,940.59)		78.674
450-4610-98-02	Interest Storm Utility	(5,000.00)		(5,000.00)	(5,646.16)	(447.72)		112.923
	Subtotal object - 04	(5,000.00)		(5,000.00)	(5,646.16)	(447.72)		112.923
Program number: 2	STORM DRAINAGE	(638,156.00)		(638,156.00)	(503,775.94)	(57,388.31)		78.942
Department number: 98	ENGINEERING	(638,156.00)		(638,156.00)	(503,775.94)	(57,388.31)		78.942
	Revenue Subtotal - - - - -	(638,156.00)		(638,156.00)	(503,775.94)	(57,388.31)		78.942
450-5110-98-02	Salaries	114,200.00	721	114,921.00	85,844.09	9,116.70		74.698
450-5115-98-02	Salaries-Overtime	1,390.00		1,390.00	2,608.07	335.15		187.631
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	5,192.42	546.44		72.52
450-5150-98-02	Medicare Expense	1,675.00		1,675.00	1,214.36	127.80		72.499
450-5155-98-02	SUTA Expense	324.00		324.00	288.00			88.889
450-5160-98-02	Health Insurance	21,843.00		21,843.00	13,277.70	1,344.28		60.787
450-5165-98-02	Dental Expense	841.00		841.00	630.72	70.08		74.996
450-5170-98-02	Life Insurance/AD&D	226.00		226.00	168.84	18.76		74.708
450-5175-98-02	Liability (TML) Workers Comp	2,465.00		2,465.00	2,462.69	290.77		99.906
450-5180-98-02	TMRS Expense	15,647.00		15,647.00	12,073.34	1,286.56		77.161
450-5185-98-02	Long/Short Term Disability	217.00		217.00	148.76	16.86		68.553
450-5186-98-02	WELLE-Wellness Prog Reimb Empl	600.00		600.00	450.00	50.00		75
	Subtotal object - 05	166,833.00	721	167,554.00	124,603.99	13,203.40		74.366
450-5210-98-02	Office Supplies	125.00		125.00	49.99	49.99		39.992
450-5220-98-02	Office Equipment	75.00		75.00	30.03			40.04
450-5230-98-02	Dues, Fees, & Subscriptions	1,370.00		1,370.00	527.00			38.467
450-5240-98-02	Postage and Delivery	50.00		50.00	23.25	0.50		46.5
450-5280-98-02	Printing and Reproduction	1,420.00		1,420.00	1,020.00			71.831
450-5290-98-02	Other Charges and Services				13.49			0
	Subtotal object - 05	3,040.00		3,040.00	1,663.76	50.49		54.729
450-5310-98-02	Rental Expense	2,000.00		2,000.00				0
450-5330-98-02	Copier Expense	30.00		30.00				0

450-5350-98-02	Vehicle Expense	1,000.00	1,000.00	701.20	21.99	70.12	298.80
450-5352-98-02	Fuel	1,800.00	1,800.00	807.12	71.92	44.84	992.88
450-5353-98-02	Oil/Grease/Inspections	125.00	125.00			0	125.00
	Subtotal object - 05	4,955.00	4,955.00	1,508.32	93.91	30.44	3,446.68
450-5400-98-02	Uniforms	1,100.00	1,100.00	1,149.88		104.535	(49.88)
450-5410-98-02	Professional Services-Storm Dr	500.00	500.00			0	500.00
450-5410-98-02-2003-DR	Prof Svcs Frontier Pk/Prest Lk	100,000.00	100,000.00			0	100,000.00
450-5430-98-02	Legal Fees	1,000.00	1,000.00			0	1,000.00
450-5480-98-02	Contract Services	2,345.00	2,345.00			0	2,345.00
450-5490-98-02	Drainage Review Expense	6,000.00	6,000.00	2,518.75		41.979	3,481.25
	Subtotal object - 05	110,945.00	110,945.00	3,668.63		3.307	107,276.37
450-5520-98-02	Telephones	1,200.00	1,200.00	625.00	76.42	52.083	575.00
450-5526-98-02	Data Network	460.00	460.00	227.94		49.552	232.06
450-5530-98-02	Travel/Lodging/Meals Expense	900.00	900.00	1,076.15		119.572	(176.15)
450-5533-98-02	Mileage Expense	200.00	200.00			0	200.00
450-5536-98-02	Training/Seminars	1,500.00	1,500.00	1,207.05		80.47	292.95
	Subtotal object - 05	4,260.00	4,260.00	3,136.14	76.42	73.618	1,123.86
450-5620-98-02	Tools & Equipment	500.00	500.00	293.93		58.786	206.07
450-5630-98-02	Safety Equipment	1,000.00	1,000.00	404.96		40.496	595.04
450-5640-98-02	Signs & Hardware	500.00	500.00			0	500.00
450-5650-98-02	Maintenance Materials	1,500.00	1,500.00	1,412.23		94.149	87.77
	Subtotal object - 05	3,500.00	3,500.00	2,111.12		60.318	1,388.88
450-6193-98-02	2012 CO Bond Payment	61,200.00	61,200.00	61,200.00		100	
	Subtotal object - 06	61,200.00	61,200.00	61,200.00		100	
450-6205-98-02	2016 CO Bond Payment	50,000.00	50,000.00	50,000.00		100	
450-6208-98-02	2017 CO Bond Payment	35,000.00	35,000.00	35,000.00		100	
450-6299-98-02	Bond Interest Expense	102,441.00	102,441.00	51,679.25		50,761.75	50.448
	Subtotal object - 06	187,441.00	187,441.00	136,679.25		50,761.75	72.919
450-7145-98-02	Transfer to VERF	3,963.00	3,963.00	2,972.25	330.25	75	990.75
450-7147-98-02	Transfer to GF	96,172.00	96,172.00	72,128.97	8,014.33	75	24,043.03
	Subtotal object - 07	100,135.00	100,135.00	75,101.22	8,344.58	75	25,033.78
Program number: 2	STORM DRAINAGE	642,309.00	643,030.00	409,672.43	21,768.80	50,761.75	63.71
Department number: 98	ENGINEERING	642,309.00	643,030.00	409,672.43	21,768.80	50,761.75	63.71
	Expense Subtotal - - - - -	642,309.00	643,030.00	409,672.43	21,768.80	50,761.75	63.71
Fund number: 450	STORM DRAINAGE UTILITY FUND	4,153.00	4,874.00	(94,103.51)	(35,619.51)	50,761.75	48,215.76
570-4537-10-00	Court Technology Revenue	(10,000.00)	(10,000.00)	(6,125.31)	(452.92)		61.253
	Subtotal object - 04	(10,000.00)	(10,000.00)	(6,125.31)	(452.92)		61.253
570-4610-10-00	Interest	(300.00)	(300.00)	(268.68)	(22.09)		89.56
	Subtotal object - 04	(300.00)	(300.00)	(268.68)	(22.09)		89.56
Program number:	DEFAULT PROGRAM	(10,300.00)	(10,300.00)	(6,393.99)	(475.01)		62.078
Department number: 10	ADMINISTRATION	(10,300.00)	(10,300.00)	(6,393.99)	(475.01)		62.078
	Revenue Subtotal - - - - -	(10,300.00)	(10,300.00)	(6,393.99)	(475.01)		62.078
570-5203-10-00	Court Technology Expense	10,000.00	10,000.00	2,514.79		7,625.00	25.148
	Subtotal object - 05	10,000.00	10,000.00	2,514.79		7,625.00	25.148
Program number:	DEFAULT PROGRAM	10,000.00	10,000.00	2,514.79		7,625.00	25.148
Department number: 10	ADMINISTRATION	10,000.00	10,000.00	2,514.79		7,625.00	25.148
	Expense Subtotal - - - - -	10,000.00	10,000.00	2,514.79		7,625.00	25.148
Fund number: 570	COURT TECHNOLOGY	(300.00)	(300.00)	(3,879.20)	(475.01)	7,625.00	(4,045.80)
575-4539-10-00	Municipal Jury Revenue			(49.40)	(8.25)		0
	Subtotal object - 04			(49.40)	(8.25)		0
Program number:	DEFAULT PROGRAM			(49.40)	(8.25)		0
Department number: 10	ADMINISTRATION			(49.40)	(8.25)		0
	Revenue Subtotal - - - - -			(49.40)	(8.25)		0
Fund number: 575	MUNICIPAL JURY FUND			(49.40)	(8.25)		0
580-4536-10-00	Court Security Revenue	(8,500.00)	(8,500.00)	(5,533.68)	(496.38)		65.102
	Subtotal object - 04	(8,500.00)	(8,500.00)	(5,533.68)	(496.38)		65.102

580-4610-10-00	Interest	(300.00)		(300.00)	(369.26)	(29.07)	123.087	69.26
	Subtotal object - 04	(300.00)		(300.00)	(369.26)	(29.07)	123.087	69.26
Program number:	DEFAULT PROGRAM	(8,800.00)		(8,800.00)	(5,902.94)	(525.45)	67.079	(2,897.06)
Department number: 10	ADMINISTRATION	(8,800.00)		(8,800.00)	(5,902.94)	(525.45)	67.079	(2,897.06)
	Revenue Subtotal - - - - -	(8,800.00)		(8,800.00)	(5,902.94)	(525.45)	67.079	(2,897.06)
580-5110-10-00	Salaries & Wages Payable	8,176.00		8,176.00			0	8,176.00
580-5145-10-00	Social Security Expense	507.00		507.00			0	507.00
580-5150-10-00	Medicare Expense	119.00		119.00			0	119.00
580-5155-10-00	SUTA expense	162.00		162.00			0	162.00
580-5175-10-00	Workers Comp	148.00		148.00			0	148.00
	Subtotal object - 05	9,112.00		9,112.00			0	9,112.00
580-5204-10-00	Court Security Expense				1,141.00		0	(1,141.00)
	Subtotal object - 05				1,141.00		0	(1,141.00)
580-5536-10-00	Training/Seminars	1,000.00		1,000.00			0	1,000.00
	Subtotal object - 05	1,000.00		1,000.00			0	1,000.00
Program number:	DEFAULT PROGRAM	10,112.00		10,112.00	1,141.00		11.284	8,971.00
Department number: 10	ADMINISTRATION	10,112.00		10,112.00	1,141.00		11.284	8,971.00
	Expense Subtotal - - - - -	10,112.00		10,112.00	1,141.00		11.284	8,971.00
Fund number: 580	COURT SECURITY	1,312.00		1,312.00	(4,761.94)	(525.45)		6,073.94
590-4915-10-00	Escrow Income				(504,658.78)		0	504,658.78
	Subtotal object - 04				(504,658.78)		0	504,658.78
Program number:	DEFAULT PROGRAM				(504,658.78)		0	504,658.78
Department number: 10	ADMINISTRATION				(504,658.78)		0	504,658.78
	Revenue Subtotal - - - - -				(504,658.78)		0	504,658.78
590-7144-10-00	Transfer to CIP	1,354,577.00		1,354,577.00	504,658.78		37.256	849,918.22
	Subtotal object - 07	1,354,577.00		1,354,577.00	504,658.78		37.256	849,918.22
Program number:	DEFAULT PROGRAM	1,354,577.00		1,354,577.00	504,658.78		37.256	849,918.22
Department number: 10	ADMINISTRATION	1,354,577.00		1,354,577.00	504,658.78		37.256	849,918.22
	Expense Subtotal - - - - -	1,354,577.00		1,354,577.00	504,658.78		37.256	849,918.22
Fund number: 590	ESCROW	1,354,577.00		1,354,577.00			0	1,354,577.00
610-4045-60-00	Park Dedication-Fees	(200,000.00)		(200,000.00)			0	(200,000.00)
	Subtotal object - 04	(200,000.00)		(200,000.00)			0	(200,000.00)
610-4610-60-00	Interest Income	(25,000.00)		(25,000.00)	(19,105.30)	(1,395.82)	76.421	(5,894.70)
	Subtotal object - 04	(25,000.00)		(25,000.00)	(19,105.30)	(1,395.82)	76.421	(5,894.70)
Program number:	DEFAULT PROGRAM	(225,000.00)		(225,000.00)	(19,105.30)	(1,395.82)	8.491	(205,894.70)
Department number: 60	PARK DEDICATION	(225,000.00)		(225,000.00)	(19,105.30)	(1,395.82)	8.491	(205,894.70)
	Revenue Subtotal - - - - -	(225,000.00)		(225,000.00)	(19,105.30)	(1,395.82)	8.491	(205,894.70)
Fund number: 610	PARK DEDICATION FEE FUND	(225,000.00)		(225,000.00)	(19,105.30)	(1,395.82)	8.491	(205,894.70)
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)	(16,725.69)	(1,171.59)	111.505	1,725.69
	Subtotal object - 04	(15,000.00)		(15,000.00)	(16,725.69)	(1,171.59)	111.505	1,725.69
Program number:	DEFAULT PROGRAM	(615,000.00)		(615,000.00)	(16,725.69)	(1,171.59)	2.72	(598,274.31)
Department number: 60	PARK IMPROVEMENT	(615,000.00)		(615,000.00)	(16,725.69)	(1,171.59)	2.72	(598,274.31)
	Revenue Subtotal - - - - -	(615,000.00)		(615,000.00)	(16,725.69)	(1,171.59)	2.72	(598,274.31)
620-5410-60-00-1910-PK	Hike & Bike Master Plan		56187.5	56,187.50	52,018.10	6,300.00	12,185.47	92.579
620-5489-60-00	Developer Reimbursement	15,955.00		15,955.00			0	15,955.00
	Subtotal object - 05	15,955.00	56187.5	72,142.50	52,018.10	6,300.00	12,185.47	72.105
620-6610-60-00-1801-PK	Cockrell Park Trail Connection	500,000.00	35200	535,200.00	17,045.00		31,580.00	3.185
620-6610-60-00-1802-PK	Hays Park	35,000.00	18500	53,500.00			43,490.00	0
620-6610-60-00-1911-PK	Pecan Grove H&B Trail	30,000.00		30,000.00			0	30,000.00
620-6610-60-00-2015-PK	Pecan Grove Park	85,000.00		85,000.00			0	85,000.00
	Subtotal object - 06	650,000.00	53700	703,700.00	17,045.00		75,070.00	2.422
Program number:	DEFAULT PROGRAM	665,955.00	109887.5	775,842.50	69,063.10	6,300.00	87,255.47	8.902
								619,523.93

Department number: 60	PARK IMPROVEMENT	665,955.00	109887.5	775,842.50	69,063.10	6,300.00	87,255.47	8.902	619,523.93
	Expense Subtotal - - - - -	665,955.00	109887.5	775,842.50	69,063.10	6,300.00	87,255.47	8.902	619,523.93
Fund number: 620	PARK IMPROVEMENT	50,955.00	109887.5	160,842.50	52,337.41	5,128.41	87,255.47	32.54	21,249.62
630-4015-50-00	Impact Fees	(3,000,000.00)		(3,000,000.00)	(2,897,110.33)	(419,477.00)		96.57	(102,889.67)
	Subtotal object - 04	(3,000,000.00)		(3,000,000.00)	(2,897,110.33)	(419,477.00)		96.57	(102,889.67)
630-4615-50-00	Interest	(45,000.00)		(45,000.00)	(34,295.08)	(3,185.11)		76.211	(10,704.92)
	Subtotal object - 04	(45,000.00)		(45,000.00)	(34,295.08)	(3,185.11)		76.211	(10,704.92)
Program number:	DEFAULT PROGRAM	(3,045,000.00)		(3,045,000.00)	(2,931,405.41)	(422,662.11)		96.269	(113,594.59)
Department number: 50	IMPACT FEES	(3,045,000.00)		(3,045,000.00)	(2,931,405.41)	(422,662.11)		96.269	(113,594.59)
	Revenue Subtotal - - - - -	(3,045,000.00)		(3,045,000.00)	(2,931,405.41)	(422,662.11)		96.269	(113,594.59)
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 Agrmt-Parks @ Legacy	150,000.00		150,000.00	321,962.00			214.641	(171,962.00)
630-5489-50-00-8011-DV	Dev Agrment-Star Trail	450,000.00		450,000.00	323,151.50			71.811	126,848.50
630-5489-50-00-8012-DV	Dev Agrmt-TVG Windsong	280,000.00		280,000.00	259,088.00			92.531	20,912.00
	Subtotal object - 05	930,910.00		930,910.00	904,201.50			97.131	26,708.50
630-6610-50-00-1715-WA	County Line Elevated Storage		55970.29	55,970.29	55,726.27	6,088.02	244.02	99.564	
630-6610-50-00-1716-WA	24 WL Conn. Cnty Line EST/DNT		139307.29	139,307.29	79,441.09	6,709.84	59,866.20	57.026	
	Subtotal object - 06		195277.58	195,277.58	135,167.36	12,797.86	60,110.22	69.218	
Program number:	DEFAULT PROGRAM	930,910.00	195277.58	1,126,187.58	1,039,368.86	12,797.86	60,110.22	92.291	26,708.50
Department number: 50	IMPACT FEES	930,910.00	195277.58	1,126,187.58	1,039,368.86	12,797.86	60,110.22	92.291	26,708.50
	Expense Subtotal - - - - -	930,910.00	195277.58	1,126,187.58	1,039,368.86	12,797.86	60,110.22	92.291	26,708.50
Fund number: 630	WATER IMPACT FEES	(2,114,090.00)	195277.58	(1,918,812.42)	(1,892,036.55)	(409,864.25)	60,110.22	98.605	(86,886.09)
640-4020-50-00	Impact Fees	(850,000.00)		(850,000.00)	(1,020,654.00)	(167,528.00)		120.077	170,654.00
	Subtotal object - 04	(850,000.00)		(850,000.00)	(1,020,654.00)	(167,528.00)		120.077	170,654.00
640-4620-50-00	Interest	(35,000.00)		(35,000.00)	(29,217.24)	(2,519.96)		83.478	(5,782.76)
	Subtotal object - 04	(35,000.00)		(35,000.00)	(29,217.24)	(2,519.96)		83.478	(5,782.76)
640-4905-50-00	Equity Fee	(200,000.00)		(200,000.00)	(228,500.00)	(32,000.00)		114.25	28,500.00
	Subtotal object - 04	(200,000.00)		(200,000.00)	(228,500.00)	(32,000.00)		114.25	28,500.00
Program number:	DEFAULT PROGRAM	(1,085,000.00)		(1,085,000.00)	(1,278,371.24)	(202,047.96)		117.822	193,371.24
Department number: 50	IMPACT FEES	(1,085,000.00)		(1,085,000.00)	(1,278,371.24)	(202,047.96)		117.822	193,371.24
	Revenue Subtotal - - - - -	(1,085,000.00)		(1,085,000.00)	(1,278,371.24)	(202,047.96)		117.822	193,371.24
640-5489-50-00	DEVELOPER AGREEMENT REIMBURSE	100,000.00	-100000					0	
640-5489-50-00-1608-WW	Dev Reib LaCima #2 Interceptor				10,245.00			0	(10,245.00)
640-5489-50-00-8001-DV	Dev Agrmt TVG Westside Util	250,000.00		250,000.00	79,554.76			31.822	170,445.24
640-5489-50-00-8002-DV	Dev Agrmt Propser Partners	75,000.00		75,000.00	106,528.24			142.038	(31,528.24)
640-5489-50-00-8004-DV	Dev Agrmt Frontier Estates	51,225.00		51,225.00	23,182.50			45.256	28,042.50
640-5489-50-00-8005-DV	Dev Agrmnt LaCima	50,000.00		50,000.00	9,030.00			18.06	40,970.00
640-5489-50-00-8008-DV	Dev Agrmnt Brookhollow	25,000.00		25,000.00				0	25,000.00
640-5489-50-00-8011-DV	Dev Agrment Star Trail	100,000.00		100,000.00				0	100,000.00
640-5489-50-00-8012-DV	Dev Agrmnt TVG Windsong	200,000.00		200,000.00	116,618.00			58.309	83,382.00
640-5489-50-00-8013-DV	Dev Agrmnt All Storage	15,000.00		15,000.00				0	15,000.00
640-5489-50-00-8014-DV	Dev Agrmnt Legacy Garden		100000	100,000.00	8,879.00			8.879	91,121.00
	Subtotal object - 05	866,225.00		866,225.00	354,037.50			40.871	512,187.50
Program number:	DEFAULT PROGRAM	866,225.00		866,225.00	354,037.50			40.871	512,187.50
Department number: 50	IMPACT FEES	866,225.00		866,225.00	354,037.50			40.871	512,187.50
	Expense Subtotal - - - - -	866,225.00		866,225.00	354,037.50			40.871	512,187.50
Fund number: 640	WASTEWATER IMPACT FEES	(218,775.00)		(218,775.00)	(924,333.74)	(202,047.96)		422.504	705,558.74
660-4040-50-00	East Thoroughfare Impact Fees	(1,000,000.00)		(1,000,000.00)	(1,013,665.51)	(187,983.53)		101.367	13,665.51
	Subtotal object - 04	(1,000,000.00)		(1,000,000.00)	(1,013,665.51)	(187,983.53)		101.367	13,665.51
660-4610-50-00	Interest	(25,000.00)		(25,000.00)	(20,815.79)	(1,848.01)		83.263	(4,184.21)
	Subtotal object - 04	(25,000.00)		(25,000.00)	(20,815.79)	(1,848.01)		83.263	(4,184.21)
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)	(1,034,481.30)	(189,831.54)		89.377	(122,956.70)
Department number: 50	IMPACT FEES	(1,157,438.00)		(1,157,438.00)	(1,034,481.30)	(189,831.54)		89.377	(122,956.70)
	Revenue Subtotal - - - - -	(1,157,438.00)		(1,157,438.00)	(1,034,481.30)	(189,831.54)		89.377	(122,956.70)

660-5489-50-00	DEVELOPER AGREEMENT REIMBURSE	300,000.00	-300000					0	
660-5489-50-00-8015-DV	Dev Agrmnt Tanners Mill		300000	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)		39997.17	39,997.17	39,997.17			100	
660-6610-50-00-1710-ST	Coit Road (First - Frontier)		506027.4	506,027.40	133,372.90	373,284.50	26.357	(630.00)	
660-6610-50-00-1805-ST	FM2478 ROW (US380-FM1461)	69,168.00	-69168					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	-35000					0	
660-6610-50-00-2005-TR	Traffic Signal-Coit & Richland	300,000.00	160000	460,000.00	23,973.90	6,099.25	137,829.75	5.212	298,196.35
	Subtotal object - 06	654,168.00	601856.57	1,256,024.57	197,343.97	6,099.25	511,114.25	15.712	547,566.35
660-7144-50-00	Transfer to Capital Proj Fund		104168	104,168.00	104,168.00	35,000.00		100	
	Subtotal object - 07		104168	104,168.00	104,168.00	35,000.00		100	
Program number:	DEFAULT PROGRAM	954,168.00	706024.57	1,660,192.57	301,511.97	41,099.25	511,114.25	18.161	847,566.35
Department number: 50	IMPACT FEES	954,168.00	706024.57	1,660,192.57	301,511.97	41,099.25	511,114.25	18.161	847,566.35
	Expense Subtotal - - - - -	954,168.00	706024.57	1,660,192.57	301,511.97	41,099.25	511,114.25	18.161	847,566.35
Fund number: 660	E THOROUGHFARE IMPACT FEES	(203,270.00)	706024.57	502,754.57	(732,969.33)	(148,732.29)	511,114.25		724,609.65
670-4530-10-00	Police Donation Inc	(15,000.00)		(15,000.00)	(10,131.00)	(1,112.00)		67.54	(4,869.00)
670-4531-10-00	Fire Donations	(13,200.00)		(13,200.00)	(10,079.00)	(1,134.00)		76.356	(3,121.00)
670-4535-10-00	Child Safety Inc	(12,000.00)		(12,000.00)	(6,570.51)			54.754	(5,429.49)
670-4550-10-00	LEOSE Revenue				(3,244.82)			0	3,244.82
	Subtotal object - 04	(40,200.00)		(40,200.00)	(30,025.33)	(2,246.00)		74.69	(10,174.67)
670-4610-10-00	Interest Income	(5,400.00)		(5,400.00)	(4,340.47)	(405.01)		80.379	(1,059.53)
	Subtotal object - 04	(5,400.00)		(5,400.00)	(4,340.47)	(405.01)		80.379	(1,059.53)
670-4761-10-00	Tree Mitigation Revenue				(139,713.00)	(70,413.00)		0	139,713.00
	Subtotal object - 04				(139,713.00)	(70,413.00)		0	139,713.00
670-4916-10-00	Cash Seizure Forfeit-PD				(8,829.00)			0	8,829.00
	Subtotal object - 04				(8,829.00)			0	8,829.00
Program number:	DEFAULT PROGRAM	(45,600.00)		(45,600.00)	(182,907.80)	(73,064.01)		401.114	137,307.80
Department number: 10	ADMINISTRATION	(45,600.00)		(45,600.00)	(182,907.80)	(73,064.01)		401.114	137,307.80
	Revenue Subtotal - - - - -	(45,600.00)		(45,600.00)	(182,907.80)	(73,064.01)		401.114	137,307.80
670-3140-00-00	Allow. for Uncollected Rece'ab				95.63	54.00		0	(95.63)
	Subtotal object - 03				95.63	54.00		0	(95.63)
Program number:	DEFAULT PROGRAM				95.63	54.00		0	(95.63)
Department number:	NON DEPARTMENTAL				95.63	54.00		0	(95.63)
670-5205-10-00	Police Donation Exp	60,416.00		60,416.00	51,668.74	1,495.00	9,936.00	85.522	(1,188.74)
670-5206-10-00	Fire Dept Donation Exp	17,826.00		17,826.00	3,615.00			20.279	14,211.00
670-5208-10-00	Child Safety Expense	5,000.00		5,000.00	575.00			11.5	4,425.00
670-5212-10-00	Tree Mitigation Expense	50,000.00		50,000.00				0	50,000.00
670-5292-10-00	PD Seizure Expense	1,646.00	8817	10,463.00	467.00	467.00	8,817.00	4.463	1,179.00
	Subtotal object - 05	134,888.00	8817	143,705.00	56,325.74	1,962.00	18,753.00	39.195	68,626.26
Program number:	DEFAULT PROGRAM	134,888.00	8817	143,705.00	56,325.74	1,962.00	18,753.00	39.195	68,626.26
Department number: 10	ADMINISTRATION	134,888.00	8817	143,705.00	56,325.74	1,962.00	18,753.00	39.195	68,626.26
	Expense Subtotal - - - - -	134,888.00	8817	143,705.00	56,421.37	2,016.00	18,753.00	39.262	68,530.63
Fund number: 670	SPECIAL REVENUE-DONATIONS	89,288.00	8817	98,105.00	(126,486.43)	(71,048.01)	18,753.00		205,838.43
675-4510-10-00-2019-EM	Grants - Collin County		-1098850	(1,098,850.00)	(1,098,850.23)	(1,098,850.23)		100	0.23
675-4510-10-00-2022-EM	Grants - Denton County		-245300	(245,300.00)				0	(245,300.00)
675-4510-10-00-2023-EM	Grants - HHS				(8,091.78)	(8,091.78)		0	8,091.78
	Subtotal object - 04		-1344150	(1,344,150.00)	(1,106,942.01)	(1,106,942.01)		82.353	(237,207.99)
675-4610-10-00-2019-EM	Interest Income-Collin County				(1,091.75)	(1,091.75)		0	1,091.75
675-4610-10-00-2023-EM	Interest Income-HHS				(8.77)	(8.77)		0	8.77
	Subtotal object - 04				(1,100.52)	(1,100.52)		0	1,100.52
Program number:	DEFAULT		-1344150	(1,344,150.00)	(1,108,042.53)	(1,108,042.53)		82.434	(236,107.47)
Department number: 10	ADMINISTRATION		-1344150	(1,344,150.00)	(1,108,042.53)	(1,108,042.53)		82.434	(236,107.47)
	Revenue Subtotal - - - - -		-1344150	(1,344,150.00)	(1,108,042.53)	(1,108,042.53)		82.434	(236,107.47)
675-5110-10-00	Salaries & Wages		75000	75,000.00				0	75,000.00
	Subtotal object - 05		75000	75,000.00				0	75,000.00

675-5210-10-00-2019-EM	Office Supplies-Collin Cnty			299.00	299.00	0	(299.00)
675-5210-10-00-2022-EM	Office Supplies-Denton Cnty			53.98	53.98	0	(53.98)
675-5212-10-00	Building Supplies	15000	15,000.00			0	15,000.00
675-5212-10-00-2022-EM	Building Supplies-Denton Cnty			7,138.85	7,138.85	0	(7,138.85)
675-5213-10-00-2022-EM	Custodial Supplies-Denton Cnty			3,665.50	3,665.50	0	(3,665.50)
675-5220-10-00	Office Equipment	59650	59,650.00			0	59,650.00
675-5220-10-00-2022-EM	Office Equipment-Denton County			3,521.49	3,521.49	0	(3,521.49)
675-5225-10-00-2019-EM	Computer Hardware-Collin Cnty			3,247.48	3,247.48	0	(3,247.48)
	Subtotal object - 05	74650	74,650.00	17,926.30	17,926.30	24.014	56,723.70
675-5307-10-00-2019-EM	Econ Dev Grant Exp-Collin Cnty	103500	103,500.00	87,500.00	87,500.00	84.541	16,000.00
675-5310-10-00	Rental Expense	10000	10,000.00			0	10,000.00
675-5310-10-00-2022-EM	Rental Expense-Denton Cnty			4,500.00	4,500.00	0	(4,500.00)
	Subtotal object - 05	113500	113,500.00	92,000.00	92,000.00	81.057	21,500.00
675-5410-10-00-2022-EM	Professional Services-Denton			1,425.00	1,425.00	0	(1,425.00)
675-5418-10-00	IT Fees	5000	5,000.00			0	5,000.00
675-5418-10-00-2022-EM	IT Fees-Denton Cnty			3,096.94	3,096.94	0	(3,096.94)
675-5430-10-00	Legal Fees	25000	25,000.00			0	25,000.00
675-5440-10-00	Emergency Supplies	50000	50,000.00			0	50,000.00
675-5440-10-00-2022-EM	Emergency Supplies-Denton Cnty			1,462.00	1,462.00	0	(1,462.00)
675-5445-10-00-2019-EM	Emergency Mgmt-Collin Cnty			34.62	34.62	0	(34.62)
675-5445-10-00-2022-EM	Emergency Mgmt-Denton Cnty			3,415.34	3,415.34	0	(3,415.34)
	Subtotal object - 05	80000	80,000.00	9,433.90	9,433.90	11.792	70,566.10
675-5530-10-00	Travel	1000	1,000.00			0	1,000.00
675-5530-10-00-2022-EM	Travel-Denton Cnty			934.85	934.85	0	(934.85)
	Subtotal object - 05	1000	1,000.00	934.85	934.85	93.485	65.15
675-5630-10-00	Safety Equipment	350000	350,000.00			0	350,000.00
675-5630-10-00-2022-EM	Safety Equipment-Denton Cnty			30,798.26	30,798.26	0	(30,798.26)
675-5640-10-00-2022-EM	Signs & Hardware-Denton Cnty			510.00	510.00	0	(510.00)
	Subtotal object - 05	350000	350,000.00	31,308.26	31,308.26	8.945	318,691.74
675-6110-10-00	Capital Expenditure	650000	650,000.00			0	650,000.00
	Subtotal object - 06	650000	650,000.00			0	650,000.00
Program number:	DEFAULT	1344150	1,344,150.00	151,603.31	151,603.31	11.279	1,192,546.69
Department number: 10	ADMINISTRATION	1344150	1,344,150.00	151,603.31	151,603.31	11.279	1,192,546.69
	Expense Subtotal - - - - -	1344150	1,344,150.00	151,603.31	151,603.31	11.279	1,192,546.69
Fund number: 675	CARES ACT FUND			(956,439.22)	(956,439.22)	0	956,439.22
680-4041-50-00	W Thoroughfare Impact Fees	(2,500,000.00)	(2,500,000.00)	(2,841,293.34)	(374,113.77)	113.652	341,293.34
	Subtotal object - 04	(2,500,000.00)	(2,500,000.00)	(2,841,293.34)	(374,113.77)	113.652	341,293.34
680-4610-50-00	Interest	(30,000.00)	(30,000.00)	(22,329.61)	(2,503.97)	74.432	(7,670.39)
	Subtotal object - 04	(30,000.00)	(30,000.00)	(22,329.61)	(2,503.97)	74.432	(7,670.39)
680-4910-50-00	Other Revenue	(110,980.00)	(110,980.00)			0	(110,980.00)
	Subtotal object - 04	(110,980.00)	(110,980.00)			0	(110,980.00)
Program number:	DEFAULT PROGRAM	(2,640,980.00)	(2,640,980.00)	(2,863,622.95)	(376,617.74)	108.43	222,642.95
Department number: 50	IMPACT FEES	(2,640,980.00)	(2,640,980.00)	(2,863,622.95)	(376,617.74)	108.43	222,642.95
	Revenue Subtotal - - - - -	(2,640,980.00)	(2,640,980.00)	(2,863,622.95)	(376,617.74)	108.43	222,642.95
680-5410-50-00-2012-ST	Fishtrap (Elem-DNT)	100,000.00	-100000			0	
680-5410-50-00-2013-ST	Prof. Svcs Teel 380 Inter Imp		100000			95,985.00	4,015.00
680-5489-50-00	DEVELOPER AGREEMENT REIMBURSE	750,000.00	-750000			0	
680-5489-50-00-8006-DV	Development Agrmnt Parks/Legac	300,000.00		300,000.00	76,682.00	25.561	223,318.00
680-5489-50-00-8007-DV	TVG West Propser Rds Impact Fe	600,000.00		600,000.00		0	600,000.00
680-5489-50-00-8011-DV	Dev Agrmnt Star Trail	750,000.00		750,000.00	432,170.00	57.623	317,830.00
680-5489-50-00-8012-DV	Dev Agrmnt Tellus Windsong		750000	750,000.00	476,795.67	63.573	273,204.33
	Subtotal object - 05	2,500,000.00		2,500,000.00	985,647.67	95,985.00	1,418,367.33
680-6410-50-00-1708-ST	Land Acq. Cook Lane			0.86		0	(0.86)
	Subtotal object - 06			0.86		0	(0.86)
680-6610-50-00-1708-ST	Cook Lane (First - End)	667822.26	667,822.26	102,896.82		571,422.44	15,408
680-6610-50-00-1928-TR	Traffic Signal (Fishtrap/Teel)	250,000.00	150000	400,000.00	42,626.00	352,976.10	10.657

680-6610-50-00-2004-TR	Traffic Signal (Fishtrap/Gee)	300,000.00		300,000.00	10,890.00		76,308.00	3.63	212,802.00
680-6610-50-00-2006-TR	Traffic Signal(Fishtrap/Wndsn)	50,000.00		50,000.00				0	50,000.00
680-6610-50-00-2013-ST	Teel - 380 Intersection Imp	100,000.00	-100000					0	
	Subtotal object - 06	700,000.00	717822.26	1,417,822.26	156,412.82		1,000,706.54	11.032	260,702.90
680-7144-50-00	Transfer to Capital Proj Fund		100000	100,000.00	100,000.00			100	
	Subtotal object - 07		100000	100,000.00	100,000.00			100	
Program number:	DEFAULT PROGRAM	3,200,000.00	817822.26	4,017,822.26	1,242,061.35		1,096,691.54	30.914	1,679,069.37
Department number: 50	IMPACT FEES	3,200,000.00	817822.26	4,017,822.26	1,242,061.35		1,096,691.54	30.914	1,679,069.37
	Expense Subtotal - - - - -	3,200,000.00	817822.26	4,017,822.26	1,242,061.35		1,096,691.54	30.914	1,679,069.37
Fund number: 680	W THOROUGHFARE IMPACT FEES	559,020.00	817822.26	1,376,842.26	(1,621,561.60)	(376,617.74)	1,096,691.54		1,901,712.32
730-4530-10-00	Employee Health Contributions	(555,930.00)		(555,930.00)	(423,098.32)	(48,249.92)		76.106	(132,831.68)
730-4531-10-00	Employee Dental Contributions	(99,166.00)		(99,166.00)	(69,005.58)	(8,310.03)		69.586	(30,160.42)
730-4535-10-00	Employer Health Contributions	(2,243,374.00)		(2,243,374.00)	(1,575,337.21)	(161,851.19)		70.222	(668,036.79)
730-4536-10-00	Employer Dental Contributions	(92,591.00)		(92,591.00)	(64,299.02)	(7,891.08)		69.444	(28,291.98)
730-4537-10-00	Employer HSA Contributions	(193,421.00)		(193,421.00)				0	(193,421.00)
730-4540-10-00	Contractor Insurance Premium				(17,047.26)	(1,896.88)		0	17,047.26
	Subtotal object - 04	(3,184,482.00)		(3,184,482.00)	(2,148,787.39)	(228,199.10)		67.477	(1,035,694.61)
730-4610-10-00	Interest Income	(7,000.00)		(7,000.00)	(6,876.11)	(623.17)		98.23	(123.89)
	Subtotal object - 04	(7,000.00)		(7,000.00)	(6,876.11)	(623.17)		98.23	(123.89)
Program number:	DEFAULT PROGRAM	(3,191,482.00)	(3,191,482.00)	(3,191,482.00)	(2,155,663.50)	(228,822.27)		67.544	(1,035,818.50)
Department number: 10	ADMINISTRATION	(3,191,482.00)	(3,191,482.00)	(3,191,482.00)	(2,155,663.50)	(228,822.27)		67.544	(1,035,818.50)
	Revenue Subtotal - - - - -	(3,191,482.00)	(3,191,482.00)	(3,191,482.00)	(2,155,663.50)	(228,822.27)		67.544	(1,035,818.50)
730-5160-10-00	Health Insurance	2,570,237.00		2,570,237.00	1,418,205.90	175,249.62		55.178	1,152,031.10
730-5161-10-00	PCORI Fees	990.00		990.00	525.78	525.78		53.109	464.22
730-5162-10-00	HSA Expense	193,421.00		193,421.00	176,102.44	1,281.50		91.046	17,318.56
730-5165-10-00	Dental Insurance	191,758.00		191,758.00	142,277.95	16,463.38		74.197	49,480.05
730-5170-10-00	Life Insurance/AD&D	42,000.00		42,000.00	26,309.42	3,397.81		62.641	15,690.58
730-5185-10-00	Long/Short Term Disability	31,200.00		31,200.00	20,311.32	2,631.22		65.1	10,888.68
	Subtotal object - 05	3,029,606.00		3,029,606.00	1,783,732.81	199,549.31		58.877	1,245,873.19
730-5410-10-00	Professional Services	25,000.00		25,000.00	31,750.00	11,750.00		127	(6,750.00)
730-5480-10-00	Contract Services	45,335.00	3800	49,135.00	30,697.02	2,053.05	3,800.00	62.475	14,637.98
	Subtotal object - 05	70,335.00	3800	74,135.00	62,447.02	13,803.05	3,800.00	84.234	7,887.98
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	3800	3,115,741.00	1,846,179.83	213,352.36	3,800.00	59.253	1,265,761.17
Department number: 10	ADMINISTRATION	3,111,941.00	3800	3,115,741.00	1,846,179.83	213,352.36	3,800.00	59.253	1,265,761.17
	Expense Subtotal - - - - -	3,111,941.00	3800	3,115,741.00	1,846,179.83	213,352.36	3,800.00	59.253	1,265,761.17
Fund number: 730	EMPLOYEE HEALTH/INSURANCE FUND	(79,541.00)	3800	(75,741.00)	(309,483.67)	(15,469.91)	3,800.00	408.608	229,942.67
750-4610-10-00	Interest Income				(142,438.69)	(5,074.35)		0	142,438.69
750-4612-10-00	Interest-2006 Bond				(342.14)			0	342.14
750-4618-10-00	Interest TXDOT Contributions				(480.09)	(9.01)		0	480.09
	Subtotal object - 04				(143,260.92)	(5,083.36)		0	143,260.92
750-4993-10-00	Transfer from Impact Fees		-204168	(204,168.00)	(204,168.00)	(35,000.00)		100	
750-4995-10-00	Transfer In	393,598.00	-2185123	(1,791,525.00)	(1,902,585.78)			106.199	111,060.78
750-4997-10-00	Transfers In - Bond Funds				(7,285,325.92)	(1,333,419.25)		0	7,285,325.92
750-4999-10-00	Bond Proceeds	12,390,000.00	-24780000	(12,390,000.00)				0	(12,390,000.00)
	Subtotal object - 04	12,783,598.00	-27169291	(14,385,693.00)	(9,392,079.70)	(1,368,419.25)		65.288	(4,993,613.30)
Program number:	DEFAULT PROGRAM	12,783,598.00	-27169291	(14,385,693.00)	(9,535,340.62)	(1,373,502.61)		66.283	(4,850,352.38)
Department number: 10	CAPITAL PROJECTS	12,783,598.00	-27169291	(14,385,693.00)	(9,535,340.62)	(1,373,502.61)		66.283	(4,850,352.38)
	Revenue Subtotal - - - - -	12,783,598.00	-27169291	(14,385,693.00)	(9,535,340.62)	(1,373,502.61)		66.283	(4,850,352.38)
750-5405-10-00-1507-ST	W Prosper Rd Land Acq Svcs				10,375.00			0	(10,375.00)
750-5405-10-00-1710-ST	Coit Rd(First-Frontier) 4 Lns	800,000.00		800,000.00				0	800,000.00
750-5405-10-00-1823-ST	Victory Way Acq Svcs				30,000.00			0	(30,000.00)
750-5405-10-00-2009-ST	Land Acq. Fishtrap, Seg 1					(346,985.50)		0	
750-5410-10-00-1512-ST	Prof Svcs First St (DNT-Clmn)						599,971.00	0	(599,971.00)
750-5410-10-00-1723-PK	HWY 289 Gateway Monument		1125	1,125.00	1,803.00	1,678.00	1,000.00	160.267	(1,678.00)

750-5410-10-00-1813-PK	US380 Median Design		6000	6,000.00	875.00		5,475.00	14.583	(350.00)
750-5410-10-00-1823-ST	Victory Way (Coleman-Frontier)		68812.4	68,812.40	46,542.40		44,770.00	67.637	(22,500.00)
750-5410-10-00-1824-ST	Fishtrap - Teel Int Improve	96,450.00	13174.81	109,624.81	5,127.68		8,047.13	4.677	96,450.00
750-5410-10-00-1825-ST	Coleman (Gorgeous-Prosper Trl)		4585.41	4,585.41	4,585.41		1,157.16	100	(1,157.16)
750-5410-10-00-1830-ST	Prosper Trl (DNT Intersection)		4804.8	4,804.80	4,804.80	4,804.80		100	
750-5410-10-00-1904-FC	PS Facility Development Costs		550000	550,000.00	52,077.96			9.469	497,922.04
750-5410-10-00-1921-PK	Town Hall Open Space Enhancemn		5975	5,975.00	6,010.00			100.586	(35.00)
750-5410-10-00-1923-ST	Fishtrap Section 1 & 4		202500	202,500.00	165,500.00		185,200.00	81.728	(148,200.00)
750-5410-10-00-1926-PK	Whitley Place H&B Trail Extens	10,000.00	-10000					0	
750-5410-10-00-1928-TR	Traffic Signal Fishtrap/Teel		21122	21,122.00	15,100.00	450.00	17,272.00	71.489	(11,250.00)
750-5410-10-00-2012-ST	Fishtrap (Elem-DNT) 4 Lanes	800,000.00	100000	900,000.00	109,402.00		790,598.00	12.156	
750-5410-10-00-2014-ST	First St (Coit-Custer) 4 Lns	1,000,000.00		1,000,000.00	227,750.00	44,350.00	772,250.00	22.775	
750-5410-10-00-2015-PK	Pecan Grove Phase II	67,000.00		67,000.00			50,940.00	0	16,060.00
750-5419-10-00-1511-ST	Prosper Trail (Kroger to Coit)		17915	17,915.00			17,915.00	0	
750-5419-10-00-1512-ST	First Street (DNT to Coleman)		118546.49	118,546.49			118,546.49	0	
750-5430-10-00-1507-ST	Legal Fees-W Prosper Rd Improv				40,526.73			0	(40,526.73)
750-5430-10-00-1511-ST	Legal Fees-Prosper Trail (K-C)				494.00	494.00		0	(494.00)
750-5430-10-00-1708-ST	Lgl Fees Cook Lane (First-End)				779.00			0	(779.00)
750-5430-10-00-1713-FC	Legal - PS Complex Ph1				19.00			0	(19.00)
750-5430-10-00-1721-ST	Acacia Parkway Legal Fees				51,790.83	836.00		0	(51,790.83)
750-5430-10-00-1830-ST	Legal - Prosper Trl (DNT inte)				95.00			0	(95.00)
750-5430-10-00-1923-ST	Legal - Fishtrap Sec. 1 and 4				8,434.20			0	(8,434.20)
750-5430-10-00-1932-ST	Legal - Coit Rd/US 380				38.00	38.00		0	(38.00)
750-5430-10-00-1933-ST	Legal Fishtrap (seg 2) PISD				1,634.00			0	(1,634.00)
750-5435-10-00-1823-ST	Legal Notices - 1823ST				682.00			0	(682.00)
	Subtotal object - 05	2,773,450.00	1104560.91	3,878,010.91	784,446.01	(294,334.70)	2,613,141.78	20.228	480,423.12
750-6110-10-00-1805-ST	FM2478 (US380-FM1461)		243373	243,373.00	68,832.15			28.283	174,540.85
750-6140-10-00-1901-EQ	Aerial Ladder Truck		227305.28	227,305.28	239,595.01	3,378.33	4,391.99	105.407	(16,681.72)
750-6160-10-00-1901-EQ	Aerial Ladder Truck		982701.29	982,701.29	982,701.29			100	
	Subtotal object - 06		1453379.57	1,453,379.57	1,291,128.45	3,378.33	4,391.99	88.836	157,859.13
750-6410-10-00-1923-ST	Fishtrap Sec 1 & 4 Land Acq				346,985.50	346,985.50		0	(346,985.50)
750-6410-10-00-2008-ST	Land Acq ROW-PrsprTrl Coit-Cus				30,619.54	30,619.54		0	(30,619.54)
	Subtotal object - 06				377,605.04	377,605.04		0	(377,605.04)
750-6610-10-00-1412-ST	Downtown Enhancements		20040	20,040.00	1,040.00		6,000.00	5.19	13,000.00
750-6610-10-00-1507-ST	West Prosper Rd Improvements	3,404,618.00	82032.24	3,486,650.24	1,323,304.86		191,576.66	37.953	1,971,768.72
750-6610-10-00-1511-ST	Prosper Trail (Kroger to Coit)	208,166.00	1048023.26	1,256,189.26	914,969.05	24,073.52	267,214.69	72.837	74,005.52
750-6610-10-00-1513-ST	Old Town Streets		15903.99	15,903.99	11,460.30		6,794.29	72.059	(2,350.60)
750-6610-10-00-1701-ST	Eighth Street (Church-PISD)		5758.55	5,758.55	3,656.71		1,554.86	63.501	546.98
750-6610-10-00-1702-ST	Field Street (First-Broadway)		1547.2	1,547.20	1,557.25		1,557.25	100.65	(1,567.30)
750-6610-10-00-1708-ST	Cook Lane (First-End)	2,100,000.00		2,100,000.00	422,098.36	411,287.91	704,920.91	20.1	972,980.73
750-6610-10-00-1713-FC	Public Safety Complex, Ph 1		288146.44	288,146.44	160,331.51	35,202.22	182,163.62	55.642	(54,348.69)
750-6610-10-00-1714-FC	Town Hall FFE		18847.71	18,847.71	11,994.56		17,676.63	63.639	(10,823.48)
750-6610-10-00-1723-PK	HWY 289 Gateway Monument		164987.38	164,987.38	164,987.38		4,427.65	100	(4,427.65)
750-6610-10-00-1801-PK	Whitley Place H&B Trail Extens		8437.5	8,437.50	6,312.50		4,437.50	74.815	(2,312.50)
750-6610-10-00-1803-ST	Fifth St (Coleman-Church)		2511.69	2,511.69	7,191.09		7,191.09	286.305	(11,870.49)
750-6610-10-00-1804-ST	Third St (Main-Coleman)		5714.2	5,714.20			(5,714.20)	0	11,428.40
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		80000	80,000.00			45,820.83	0	34,179.17
750-6610-10-00-1819-ST	Coleman Street (At Prosper HS)	90,000.00		90,000.00				0	90,000.00
750-6610-10-00-1823-ST	Victory Way (Coleman-Frontier)		2250000	2,250,000.00			1,991,404.25	0	258,595.75
750-6610-10-00-1824-ST	Fishtrap-Teel Intersection Imp	1,350,000.00	50000	1,400,000.00	450,273.69		949,709.41	32.162	16.90
750-6610-10-00-1825-ST	Coleman (Gorgeous-Prosper Trl)		10570	10,570.00	10,570.00		10,570.00	100	(10,570.00)
750-6610-10-00-1827-TR	US 380 Median Lighting		485000	485,000.00	174,493.82		291,558.68	35.978	18,947.50
750-6610-10-00-1830-ST	Prosper Trl (DNT Intersection)	1,600,000.00		1,600,000.00				0	1,600,000.00
750-6610-10-00-1905-FC	PS Facility-Construction		10391848.82	10,391,848.82	10,694,264.50	1,462,251.14	1,590,539.25	102.91	(1,892,954.93)
750-6610-10-00-1906-FC	Public Safety Complex FFE		1165000	1,165,000.00	274,510.20	27,557.18	739,306.95	23.563	151,182.85

750-6610-10-00-1909-TR	Traffic Signal (Coit & First)		288244	288,244.00	264,359.00		112,132.17	91.714	(88,247.17)
750-6610-10-00-1926-PK	Whitley Place H&B Trail Extens	270,000.00	10000	280,000.00			15,725.00	0	264,275.00
750-6610-10-00-1929-ST	BNSF Quiet Zone First/Fifth		145000	145,000.00				0	145,000.00
750-6610-10-00-1932-ST	Coit Road and US 380		125000	125,000.00			114,450.46	0	10,549.54
750-6610-10-00-2008-ST	Prosper Trl(Coit-Custer) 2Lns	4,750,000.00	1372000	6,122,000.00	109,129.10	4,076.48	12,870.90	1.783	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		147927	147,927.00	10,722.72			7.249	137,204.28
	Subtotal object - 06	14,962,784.00	18182539.98	33,145,323.98	15,017,231.79	1,964,448.45	7,263,888.85	45.307	10,864,203.34
750-7142-10-00	Transfer to W/S				47,737.35			0	(47,737.35)
	Subtotal object - 07				47,737.35			0	(47,737.35)
Program number:	DEFAULT PROGRAM	17,736,234.00	20740480.46	38,476,714.46	17,518,148.64	2,051,097.12	9,881,422.62	45.529	11,077,143.20
Department number: 10	CAPITAL PROJECTS	17,736,234.00	20740480.46	38,476,714.46	17,518,148.64	2,051,097.12	9,881,422.62	45.529	11,077,143.20
	Expense Subtotal - - - - -	17,736,234.00	20740480.46	38,476,714.46	17,518,148.64	2,051,097.12	9,881,422.62	45.529	11,077,143.20
Fund number: 750	CAPITAL PROJECTS	30,519,832.00	-6428810.54	24,091,021.46	7,982,808.02	677,594.51	9,881,422.62	33.136	6,226,790.82
760-4610-10-00	Interest Income				(93,712.86)	(4,630.40)		0	93,712.86
	Subtotal object - 04				(93,712.86)	(4,630.40)		0	93,712.86
760-4995-10-00	Transfers In		-3051275	(3,051,275.00)	(3,051,275.00)			100	
760-4997-10-00	Transfers In - Bond Funds				(5,505,997.58)	(243,584.90)		0	5,505,997.58
	Subtotal object - 04		-3051275	(3,051,275.00)	(8,557,272.58)	(243,584.90)		280.449	5,505,997.58
Program number:	DEFAULT PROGRAM		-3051275	(3,051,275.00)	(8,650,985.44)	(248,215.30)		283.52	5,599,710.44
Department number: 10	CAPITAL PROJECTS-W/S		-3051275	(3,051,275.00)	(8,650,985.44)	(248,215.30)		283.52	5,599,710.44
	Revenue Subtotal - - - - -		-3051275	(3,051,275.00)	(8,650,985.44)	(248,215.30)		283.52	5,599,710.44
760-5430-10-00-1613-DR	Legal Old Town Dr Church/Parvi				85.50	85.50		0	(85.50)
760-5430-10-00-1715-WA	Legal Fees - Fishtrap EST				133.00	133.00		0	(133.00)
760-5430-10-00-1716-WA	Legal - 24" WL Conn. Cnty Line				2,052.00			0	(2,052.00)
760-5430-10-00-1718-DR	Legal Old Town Regional Retent				85.50	85.50		0	(85.50)
760-5430-10-00-1902-WA	Legal Fees-Custer Rd Meter Sta				133.00	133.00		0	(133.00)
	Subtotal object - 05				2,489.00	437.00		0	(2,489.00)
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		1434400	1,434,400.00	577,952.52		856,447.48	40.292	
760-6610-10-00-1613-DR	Old Town Drainage-Church/Parvi	427,564.00	9800	437,364.00	4,750.00		9,800.00	1.086	422,814.00
760-6610-10-00-1708-WA	EW Collector (Cook - DNT)		411000	411,000.00	56,780.58		28,823.30	13.815	325,396.12
760-6610-10-00-1715-WA	Fishtrap Elevated Storage Tank		4673862.41	4,673,862.41	2,898,422.04	465,601.53	2,250,194.37	62.013	(474,754.00)
760-6610-10-00-1716-WA	Water Supply Line Phase I		4806792.64	4,806,792.64	3,199,710.00	8,975.00	2,235,991.73	66.566	(628,909.09)
760-6610-10-00-1718-DR	Old Town Regional Retention	479,365.00	21400	500,765.00	6,150.00		15,250.00	1.228	479,365.00
760-6610-10-00-1902-WA	Custer Rd Meter Stat/WL Reloc		2713367.22	2,713,367.22	140,242.22		71,850.00	5.169	2,501,275.00
760-6610-10-00-1903-WW	Church/Parvin WW Reconstruct	100,000.00		100,000.00				0	100,000.00
760-6610-10-00-1924-WA	Fifth Street Water Line		6830	6,830.00	7,540.00			110.395	(710.00)
760-6610-10-00-1930-WA	Broadway (Parvin-Craig)		150000	150,000.00				0	150,000.00
	Subtotal object - 06	1,006,929.00	14227452.27	15,234,381.27	6,891,547.36	474,576.53	5,468,356.88	45.237	2,874,477.03
Program number:	DEFAULT PROGRAM	1,006,929.00	14227452.27	15,234,381.27	6,894,168.36	475,013.53	5,468,356.88	45.254	2,871,856.03
Department number: 10	CAPITAL PROJECTS-W/S	1,006,929.00	14227452.27	15,234,381.27	6,894,168.36	475,013.53	5,468,356.88	45.254	2,871,856.03
	Expense Subtotal - - - - -	1,006,929.00	14227452.27	15,234,381.27	6,894,168.36	475,013.53	5,468,356.88	45.254	2,871,856.03
Fund number: 760	CAPITAL PROJECTS - WATER/SEWER	1,006,929.00	11176177.27	12,183,106.27	(1,756,817.08)	226,798.23	5,468,356.88	-14.42	8,471,566.47
770-4610-10-00	Interest Income				(1,563.41)	(27.97)		0	1,563.41
	Subtotal object - 04				(1,563.41)	(27.97)		0	1,563.41
Program number:	DEFAULT PROGRAM				(1,563.41)	(27.97)		0	1,563.41
Department number: 10	ADMINISTRATION				(1,563.41)	(27.97)		0	1,563.41
	Revenue Subtotal - - - - -				(1,563.41)	(27.97)		0	1,563.41
770-7144-10-00	Transfer to Capital Projects				3,669.24			0	(3,669.24)
	Subtotal object - 07				3,669.24			0	(3,669.24)
Program number:	DEFAULT PROGRAM				3,669.24			0	(3,669.24)
Department number: 10	ADMINISTRATION				3,669.24			0	(3,669.24)
	Expense Subtotal - - - - -				3,669.24			0	(3,669.24)
Fund number: 770	2015 CERTIFICATES OF OBLIG				2,105.83	(27.97)		0	(2,105.83)

771-4610-10-00	Interest Income	(56.95)	(6.22)	0	56.95
	Subtotal object - 04	(56.95)	(6.22)	0	56.95
Program number:	DEFAULT PROGRAM	(56.95)	(6.22)	0	56.95
Department number: 10	ADMINISTRATION	(56.95)	(6.22)	0	56.95
	Revenue Subtotal - - - - -	(56.95)	(6.22)	0	56.95
Fund number: 771	2016 CERTIFICATES OF OBLIG	(56.95)	(6.22)	0	56.95
772-4610-10-00	Interest Income	(103.05)		0	103.05
	Subtotal object - 04	(103.05)		0	103.05
Program number:	DEFAULT PROGRAM	(103.05)		0	103.05
Department number: 10	ADMINISTRATION	(103.05)		0	103.05
	Revenue Subtotal - - - - -	(103.05)		0	103.05
772-7144-10-00	Transfer to Capital Projects	60,192.70		0	(60,192.70)
	Subtotal object - 07	60,192.70		0	(60,192.70)
Program number:	DEFAULT PROGRAM	60,192.70		0	(60,192.70)
Department number: 10	ADMINISTRATION	60,192.70		0	(60,192.70)
	Expense Subtotal - - - - -	60,192.70		0	(60,192.70)
Fund number: 772	2017 CERTIFICATES OF OBLIG	60,089.65		0	(60,089.65)
773-4611-98-02	Interest - 2016 CO Proceeds	(2,779.81)	(293.70)	0	2,779.81
	Subtotal object - 04	(2,779.81)	(293.70)	0	2,779.81
Program number: 2	STORM DRAINAGE	(2,779.81)	(293.70)	0	2,779.81
Department number: 98	ENGINEERING	(2,779.81)	(293.70)	0	2,779.81
	Revenue Subtotal - - - - -	(2,779.81)	(293.70)	0	2,779.81
Fund number: 773	2016 CO BONDS - DRAINAGE	(2,779.81)	(293.70)	0	2,779.81
774-4612-98-02	Interest - 2017 CO Proceeds	(2,633.05)	(53.14)	0	2,633.05
	Subtotal object - 04	(2,633.05)	(53.14)	0	2,633.05
Program number: 2	STORM DRAINAGE	(2,633.05)	(53.14)	0	2,633.05
Department number: 98	ENGINEERING	(2,633.05)	(53.14)	0	2,633.05
	Revenue Subtotal - - - - -	(2,633.05)	(53.14)	0	2,633.05
Fund number: 774	2017 CO BOND - DRAINAGE	(2,633.05)	(53.14)	0	2,633.05
775-4610-10-00	Interest Income	(4,801.66)	(75.52)	0	4,801.66
	Subtotal object - 04	(4,801.66)	(75.52)	0	4,801.66
Program number:	DEFAULT PROGRAM	(4,801.66)	(75.52)	0	4,801.66
Department number: 10	ADMINISTRATION	(4,801.66)	(75.52)	0	4,801.66
	Revenue Subtotal - - - - -	(4,801.66)	(75.52)	0	4,801.66
775-7144-10-00	Transfer to Capital Projects	12,551.35		0	(12,551.35)
	Subtotal object - 07	12,551.35		0	(12,551.35)
Program number:	DEFAULT PROGRAM	12,551.35		0	(12,551.35)
Department number: 10	ADMINISTRATION	12,551.35		0	(12,551.35)
	Expense Subtotal - - - - -	12,551.35		0	(12,551.35)
Fund number: 775	2018 CERTIFICATES OF OBLIG	7,749.69	(75.52)	0	(7,749.69)
776-4610-10-00	Interest Income	(26,784.22)	(372.00)	0	26,784.22
	Subtotal object - 04	(26,784.22)	(372.00)	0	26,784.22
Program number:	DEFAULT PROGRAM	(26,784.22)	(372.00)	0	26,784.22
Department number: 10	ADMINISTRATION	(26,784.22)	(372.00)	0	26,784.22
	Revenue Subtotal - - - - -	(26,784.22)	(372.00)	0	26,784.22
776-7144-10-00	Transfer to Capital Projects	1,760,951.34	9,697.40	0	(1,760,951.34)
	Subtotal object - 07	1,760,951.34	9,697.40	0	(1,760,951.34)
Program number:	DEFAULT PROGRAM	1,760,951.34	9,697.40	0	(1,760,951.34)
Department number: 10	ADMINISTRATION	1,760,951.34	9,697.40	0	(1,760,951.34)
	Expense Subtotal - - - - -	1,760,951.34	9,697.40	0	(1,760,951.34)
Fund number: 776	2018 CO - WATER	1,734,167.12	9,325.40	0	(1,734,167.12)
777-4610-10-00	Interest Income	(23,591.18)	(167.82)	0	23,591.18
	Subtotal object - 04	(23,591.18)	(167.82)	0	23,591.18
Program number:	DEFAULT PROGRAM	(23,591.18)	(167.82)	0	23,591.18
Department number: 10	ADMINISTRATION	(23,591.18)	(167.82)	0	23,591.18
	Revenue Subtotal - - - - -	(23,591.18)	(167.82)	0	23,591.18

777-7144-10-00	Transfer to Capital Projects			3,693,639.65	233,887.50	0	(3,693,639.65)
	Subtotal object - 07			3,693,639.65	233,887.50	0	(3,693,639.65)
Program number:	DEFAULT PROGRAM			3,693,639.65	233,887.50	0	(3,693,639.65)
Department number: 10	ADMINISTRATION			3,693,639.65	233,887.50	0	(3,693,639.65)
	Expense Subtotal - - - - -			3,693,639.65	233,887.50	0	(3,693,639.65)
Fund number: 777	CO BONDS - WATER			3,670,048.47	233,719.68	0	(3,670,048.47)
779-4610-10-00	Interest Income			(117,015.01)	(1,314.60)	0	117,015.01
	Subtotal object - 04			(117,015.01)	(1,314.60)	0	117,015.01
Program number:	DEFAULT PROGRAM			(117,015.01)	(1,314.60)	0	117,015.01
Department number: 10	ADMINISTRATION			(117,015.01)	(1,314.60)	0	117,015.01
	Revenue Subtotal - - - - -			(117,015.01)	(1,314.60)	0	117,015.01
779-7144-10-00	Transfer to Capital Projects			6,115,644.03	1,315,219.25	0	(6,115,644.03)
	Subtotal object - 07			6,115,644.03	1,315,219.25	0	(6,115,644.03)
Program number:	DEFAULT PROGRAM			6,115,644.03	1,315,219.25	0	(6,115,644.03)
Department number: 10	ADMINISTRATION			6,115,644.03	1,315,219.25	0	(6,115,644.03)
	Expense Subtotal - - - - -			6,115,644.03	1,315,219.25	0	(6,115,644.03)
Fund number: 779	CO BONDS			5,998,629.02	1,313,904.65	0	(5,998,629.02)
780-4610-10-00	Interest Income			(7,299.86)	(106.38)	0	7,299.86
	Subtotal object - 04			(7,299.86)	(106.38)	0	7,299.86
Program number:	DEFAULT PROGRAM			(7,299.86)	(106.38)	0	7,299.86
Department number: 10	ADMINISTRATION			(7,299.86)	(106.38)	0	7,299.86
	Revenue Subtotal - - - - -			(7,299.86)	(106.38)	0	7,299.86
780-7144-10-00	Transfer to Capital Projects			346,985.50		0	(346,985.50)
	Subtotal object - 07			346,985.50		0	(346,985.50)
Program number:	DEFAULT PROGRAM			346,985.50		0	(346,985.50)
Department number: 10	ADMINISTRATION			346,985.50		0	(346,985.50)
	Expense Subtotal - - - - -			346,985.50		0	(346,985.50)
Fund number: 780	2015 GENERAL OBLIGATIONS			339,685.64	(106.38)	0	(339,685.64)
782-4610-10-00	Interest Income			(3,852.46)	(55.94)	0	3,852.46
	Subtotal object - 04			(3,852.46)	(55.94)	0	3,852.46
Program number:	DEFAULT PROGRAM			(3,852.46)	(55.94)	0	3,852.46
Department number: 10	ADMINISTRATION			(3,852.46)	(55.94)	0	3,852.46
	Revenue Subtotal - - - - -			(3,852.46)	(55.94)	0	3,852.46
782-7144-10-00	Transfer to Capital Projects			109,952.34	18,200.00	0	(109,952.34)
	Subtotal object - 07			109,952.34	18,200.00	0	(109,952.34)
Program number:	DEFAULT PROGRAM			109,952.34	18,200.00	0	(109,952.34)
Department number: 10	ADMINISTRATION			109,952.34	18,200.00	0	(109,952.34)
	Expense Subtotal - - - - -			109,952.34	18,200.00	0	(109,952.34)
Fund number: 782	2018 GENERAL OBLIGATIONS			106,099.88	18,144.06	0	(106,099.88)
785-4610-10-00	Interest Income			(38,071.96)	(623.73)	0	38,071.96
	Subtotal object - 04			(38,071.96)	(623.73)	0	38,071.96
Program number:	DEFAULT PROGRAM			(38,071.96)	(623.73)	0	38,071.96
Department number: 10	ADMINISTRATION			(38,071.96)	(623.73)	0	38,071.96
	Revenue Subtotal - - - - -			(38,071.96)	(623.73)	0	38,071.96
785-7144-10-00	Transfer to Capital Projects			640,000.00		0	(640,000.00)
	Subtotal object - 07			640,000.00		0	(640,000.00)
Program number:	DEFAULT PROGRAM			640,000.00		0	(640,000.00)
Department number: 10	ADMINISTRATION			640,000.00		0	(640,000.00)
	Expense Subtotal - - - - -			640,000.00		0	(640,000.00)
Fund number: 785	GENERAL OBLIGATION BONDS			601,928.04	(623.73)	0	(601,928.04)
800-4120-65-00	Sales Taxes	(2,750,000.00)	(2,750,000.00)	(2,273,532.98)	(240,540.99)	82.674	(476,467.02)
	Subtotal object - 04	(2,750,000.00)	(2,750,000.00)	(2,273,532.98)	(240,540.99)	82.674	(476,467.02)
800-4610-65-00	Interest Income	(100,000.00)	(100,000.00)	(85,483.66)	(7,641.60)	85.484	(14,516.34)
	Subtotal object - 04	(100,000.00)	(100,000.00)	(85,483.66)	(7,641.60)	85.484	(14,516.34)
800-4910-65-00	Other Revenue			(100.00)		0	100.00
	Subtotal object - 04			(100.00)		0	100.00

Program number:	DEFAULT PROGRAM	(2,850,000.00)	(2,850,000.00)	(2,359,116.64)	(248,182.59)	82.776	(490,883.36)
Department number: 65	ECONOMIC DEVELOPMENT	(2,850,000.00)	(2,850,000.00)	(2,359,116.64)	(248,182.59)	82.776	(490,883.36)
	Revenue Subtotal - - - - -	(2,850,000.00)	(2,850,000.00)	(2,359,116.64)	(248,182.59)	82.776	(490,883.36)
800-5110-65-00	Salaries & Wages	384,092.00	384,092.00	241,118.77	27,522.60	62.776	142,973.23
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	11,700.00	1,300.00	81.25	2,700.00
800-5143-65-00	Cell Phone Allowance	2,880.00	2,880.00	2,160.00	240.00	75	720.00
800-5145-65-00	Social Security Expense	24,905.00	24,905.00	15,232.08	1,738.84	61.161	9,672.92
800-5150-65-00	Medicare Expense	5,825.00	5,825.00	3,562.34	406.66	61.156	2,262.66
800-5155-65-00	SUTA Expense	486.00	486.00	441.00		90.741	45.00
800-5160-65-00	Health Insurance	35,381.00	35,381.00	14,580.42	1,453.38	41.21	20,800.58
800-5165-65-00	Dental Insurance	1,398.00	1,398.00	668.58	72.66	47.824	729.42
800-5170-65-00	Life Insurance/AD&D	517.00	517.00	111.42	12.38	21.551	405.58
800-5175-65-00	Liability (TML)/Workers' Comp	764.00	764.00	622.98	77.97	81.542	141.02
800-5180-65-00	TMRS Expense	54,430.00	54,430.00	34,343.63	3,909.35	63.097	20,086.37
800-5185-65-00	Long/Short Term Disability	730.00	730.00	433.80	52.29	59.425	296.20
800-5186-65-00	WELLE-Wellness Prog Reimb-Emp	1,200.00	1,200.00	450.00	50.00	37.5	750.00
800-5189-65-00	Administrative Fees	15,000.00	15,000.00	11,250.00	1,250.00	75	3,750.00
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	336,995.02	38,086.13	54.589	280,332.98
800-5210-65-00	Office Supplies	2,500.00	2,500.00	2,163.39	175.06	86.536	336.61
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	3,499.98	64.98	23.333	11,500.02
800-5230-65-00	Dues,Fees,& Subscriptions	40,000.00	40,000.00	18,193.91	1,057.71	45.485	21,806.09
800-5240-65-00	Postage and Delivery	1,000.00	1,000.00	494.70		49.47	505.30
800-5265-65-00	Promotional Expense	85,000.00	85,000.00	8,612.00		10.132	76,388.00
800-5280-65-00	Printing and Reproduction	5,000.00	-241 4,759.00	830.87		17.459	3,928.13
	Subtotal object - 05	149,300.00	-241 149,059.00	33,794.85	1,297.75	22.672	115,264.15
800-5305-65-00	Chapt 380 Program Grant Exp	554,570.00	554,570.00	423,502.80	20,795.11	76.366	131,067.20
800-5310-65-00	Rental Expense	60,000.00	60,000.00	42,827.45	4,757.71	71.379	17,172.55
800-5330-65-00	Copier Expense	5,500.00	5,500.00	2,551.49	179.18	46.391	2,948.51
800-5340-65-00	Building Repairs	500.00	500.00			0	500.00
	Subtotal object - 05	620,570.00	620,570.00	468,881.74	25,732.00	75.557	151,688.26
800-5410-65-00	Professional Services	225,000.00	225,000.00	47,369.05	3,130.00	15,750.00 21.053	161,880.95
800-5412-65-00	Audit Fees	2,494.00	2,494.00	2,375.00		95.229	119.00
800-5430-65-00	Legal Fees	20,000.00	20,000.00	592.00		2.96	19,408.00
	Subtotal object - 05	247,494.00	247,494.00	50,336.05	3,130.00	15,750.00 20.338	181,407.95
800-5520-65-00	Telephones		241 241.00	240.60		99.834	0.40
800-5526-65-00	Data Network	1,000.00	1,000.00	456.18		45.618	543.82
800-5530-65-00	Travel	30,000.00	30,000.00	2,689.88		8.966	27,310.12
800-5531-65-00	Prospect Mtgs/Business Meals	10,000.00	10,000.00	3,304.17	125.26	33.042	6,695.83
800-5533-65-00	Mileage Expense	500.00	500.00	93.64		18.728	406.36
800-5536-65-00	Training/Seminars	15,000.00	15,000.00	713.00		4.753	14,287.00
	Subtotal object - 05	56,500.00	241 56,741.00	7,497.47	125.26	13.213	49,243.53
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	897,505.13	68,371.14	15,750.00 50.107	877,936.87
Department number: 65	ECONOMIC DEVELOPMENT	1,791,192.00	1,791,192.00	897,505.13	68,371.14	15,750.00 50.107	877,936.87
	Expense Subtotal - - - - -	1,791,192.00	1,791,192.00	897,505.13	68,371.14	15,750.00 50.107	877,936.87
Fund number: 800	ECONOMIC DEVELOPMENT CORPORATI	(1,058,808.00)	(1,058,808.00)	(1,461,611.51)	(179,811.45)	15,750.00 138.043	387,053.51

Investment Portfolio Summary

Quarter Ending 06/30/2020

Item 5.

PERFORMANCE	3/31/2020	6/30/2020
Yield to Maturity @ Cost	1.469%	0.770%
TREASURY		
3 Month	0.300%	0.160%
1 Year	0.330%	0.180%
2 Year	0.450%	0.190%



Investment Policy Compliance

Authorized Investments Compliance

Certificate of Deposit Negotiable	Yes
Commercial Paper	Yes
Guaranteed Investment Contracts	Yes
Local Government Investment Pools	Yes
Municipal Bonds Texas	Yes
Municipal United States	Yes
Mutual Funds	Yes
Repurchase Agreements	Yes
US Agency	Yes
US Treasury	Yes

	Days	Compliance
Maturity Range not to exceed 5 Years	90	Yes



MISSION

To serve all Town of Prosper stakeholders with the highest level of integrity, prudence and accuracy in administering and accounting for Town resources.

The Town of Prosper, Texas, is in full compliance with the investment policy and strategy, and the Public Funds Investment Act | Chapter 2256.005 (n), Government Code, Section 404.024.

Chuck Springer, Executive Director of Administrative Services

Betty Pamplin, Finance Director

Investment Portfolio Summary

Quarter Ending 06/30/2020

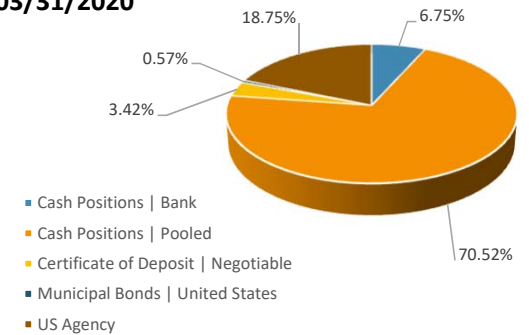
Item 5.



Investment Policy Compliance

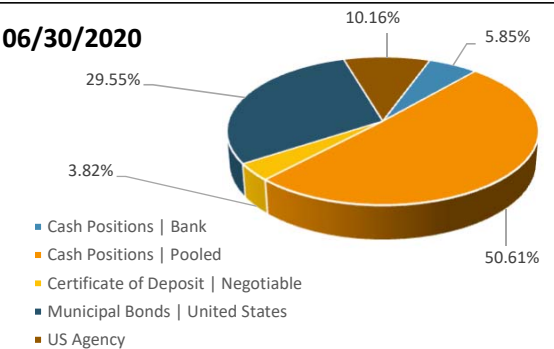
Asset Category	% of Portfolio	YTM @Cost	Days to Maturity	Par Value	Book Value	Market Value
Cash Positions Bank	6.75%	1.30	1	5,939,967.13	5,939,967.13	5,939,967.13
Cash Positions Pooled	70.52%	1.20	1	62,056,766.52	62,056,766.52	62,056,766.52
Certificate of Deposit Negotiable	3.42%	2.95	260	3,006,000.00	3,006,000.00	3,043,911.89
Municipal Bonds United States	0.57%	2.82	92	500,000.00	499,412.32	501,935.00
US Agency	18.75%	2.25	84	16,500,000.00	16,483,723.85	16,559,615.00
US Treasury	0.00%	0.00	0	-	-	-
	100.00%	1.469%	26	88,002,733.65	87,985,869.82	88,102,195.54

03/31/2020



Asset Category	% of Portfolio	YTM @Cost	Days to Maturity	Par Value	Book Value	Market Value
Cash Positions Bank	5.85%	1.30	1	4,606,673.97	4,606,673.97	4,606,673.97
Cash Positions Pooled	50.61%	0.21	1	39,841,415.54	39,841,415.54	39,841,415.54
Certificate of Deposit Negotiable	3.82%	2.95	169	3,006,000.00	3,006,000.00	3,044,245.33
Municipal Bonds United States	29.55%	0.93	270	23,265,000.00	23,579,189.65	23,592,918.70
US Agency	10.16%	1.98	30	8,000,000.00	7,996,874.87	8,008,880.00
	100.00%	0.770%	90	78,719,089.51	79,030,154.03	79,094,133.54

06/30/2020



Investment Policy Compliance

Authorized Investments	Compliance
Certificate of Deposit Negotiable	Yes
Commercial Paper	Yes
Guaranteed Investment Contracts	Yes
Local Government Investment Pools	Yes
Municipal Bonds Texas	Yes
Municipal United States	Yes
Mutual Funds	Yes
Repurchase Agreements	Yes
US Agency	Yes
US Treasury	Yes

Days	Compliance
Maturity Range not to exceed 5 Years	90
	Yes

Town of Prosper
Portfolio Holdings
Investment Portfolio - by Asset Category
Report Format: By Transaction
Group By: Asset Category
Average By: Face Amount / Shares
Portfolio / Report Group: Town of Prosper
As of 6/30/2020

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Cash Positions Bank Investments											
Independent Bank Bond Funds MM	MM3251	09/30/2018	1.300	486,641.07	486,641.07	486,641.07	486,641.07	N/A	1		0.62
Independent Bank Payroll MM	MM0503	09/30/2018	1.300	1,187.77	1,187.77	1,187.77	1,187.77	N/A	1		0.00
Independent Bank Pooled Cash MM	MM1610	09/30/2018	1.300	4,118,845.13	4,118,845.13	4,118,845.13	4,118,845.13	N/A	1		5.23
Sub Total / Average Cash Positions Bank Investments			1.300	4,606,673.97	4,606,673.97	4,606,673.97	4,606,673.97		1	0.00	5.85
Cash Positions Pool Investments											
TexPool Prime Bond Funds LGIP	LGIP0008	09/30/2018	0.217	51,173.44	51,173.44	51,173.44	51,173.44	N/A	1		0.07
TexPool Prime General Fund LGIP	LGIP0002	09/30/2018	0.217	14,929,016.37	14,929,016.37	14,929,016.37	14,929,016.37	N/A	1		18.96
TexSTAR LGIP	LGIP04304	03/17/2020	0.197	8,457,655.18	8,457,655.18	8,457,655.18	8,457,655.18	N/A	1		10.74
TexSTAR LGIP	LGIP20200	04/30/2020	0.197	16,403,570.55	16,403,570.55	16,403,570.55	16,403,570.55	N/A	1		20.84
Sub Total / Average Cash Positions Pool Investments			0.205	39,841,415.54	39,841,415.54	39,841,415.54	39,841,415.54		1	0.00	50.61
Certificate of Deposit Negotiable											
Ally Bank UT 3.05 12/7/2020	02007GGH0	12/06/2018	3.050	246,000.00	246,000.00	246,000.00	249,195.54	12/07/2020	160	493.35	0.31
Austin Telco Fed Credit Union 1.6 3/4/2021	052392AF4	03/04/2020	1.600	249,000.00	249,000.00	249,000.00	250,969.59	03/04/2021	247	316.54	0.32
Central State Bank IA 3 12/7/2020	15523RCA2	12/07/2018	3.000	249,000.00	249,000.00	249,000.00	252,122.46	12/07/2020	160	470.71	0.32
Citibank National SD 3 12/7/2020	17312QX38	12/06/2018	3.000	35,000.00	35,000.00	35,000.00	35,446.95	12/07/2020	160	69.04	0.04
Compass Bank AL 3.1 12/4/2020	20451PWF9	12/04/2018	3.100	246,000.00	246,000.00	246,000.00	249,190.62	12/04/2020	157	543.22	0.31
Mercantile Bank MI 3.05 12/7/2020	58740XZS2	12/05/2018	3.050	246,000.00	246,000.00	246,000.00	249,195.54	12/07/2020	160	513.90	0.31
Merrick Bank UT 3.1 12/7/2020	59013J5Q8	12/07/2018	3.100	249,000.00	249,000.00	249,000.00	252,229.53	12/07/2020	160	486.40	0.32
Morgan Stanley Private Bank NY 3.05 12/7/2020	61760ATF6	12/06/2018	3.050	246,000.00	246,000.00	246,000.00	249,195.54	12/07/2020	160	493.35	0.31
Morgan Stanley UT 3.05 12/7/2020	61690UCG3	12/06/2018	3.050	246,000.00	246,000.00	246,000.00	249,195.54	12/07/2020	160	493.35	0.31
Pinnacle Bank TN 3.05 12/14/2020	72345SHH7	12/14/2018	3.050	247,000.00	247,000.00	247,000.00	250,290.04	12/14/2020	167	330.24	0.31
Stearns Bank MN 3 12/7/2020	857894YP8	12/07/2018	3.000	249,000.00	249,000.00	249,000.00	252,122.46	12/07/2020	160	470.71	0.32
Vystar Credit Union FL 3.25 12/21/2020	92891CCF7	12/21/2018	3.250	249,000.00	249,000.00	249,000.00	252,717.57	12/21/2020	174	0.00	0.32
Wells Fargo Bank SD 3.1 12/14/2020	949763VX1	12/14/2018	3.100	249,000.00	249,000.00	249,000.00	252,373.95	12/14/2020	167	338.37	0.32
Sub Total / Average Certificate of Deposit Negotiable			2.950	3,006,000.00	3,006,000.00	3,006,000.00	3,044,245.33		169	5,019.18	3.82
Municipal Bonds											
Board COOP Edu Svcs NY First Supervisory Dist 2.5	096573CE8	05/04/2020	1.151	4,000,000.00	4,052,760.00	4,044,429.47	4,050,160.00	04/30/2021	304	16,666.67	5.08
Connecticut State General Oblig 5 4/15/2021	20772J6C1	04/17/2020	1.251	505,000.00	523,654.70	519,851.81	522,841.65	04/15/2021	289	5,260.42	0.64
DeSoto TX Ind School District 2.87 2/15/2021	241722FB8	04/01/2020	1.400	1,025,000.00	1,038,007.25	1,034,348.96	1,029,971.25	02/15/2021	230	11,031.56	1.30
Dover NJ Taxabla 1.25 5/27/2021	260237LN0	05/28/2020	0.600	1,000,000.00	1,006,440.00	1,005,856.15	1,006,970.00	05/27/2021	331	1,111.11	1.27
Florida St Board of Admin Fin 2.638 7/1/2021	341271AB0	05/11/2020	0.751	3,650,000.00	3,727,964.00	3,718,593.33	3,725,299.50	07/01/2021	366	47,876.04	4.64
Florida St Board of Admin Fin 2.638 7/1/2021	341271AB0	05/11/2020	1.001	300,000.00	305,547.00	304,880.29	306,189.00	07/01/2021	366	3,935.02	0.38
Georgia St GO 3 2/1/2021	373384K96	05/08/2020	0.515	3,650,000.00	3,716,028.50	3,703,019.17	3,692,011.50	02/01/2021	216	45,320.83	4.64
Hampton Roads VA 2.342 7/1/2020-19	409340CX2	01/22/2019	2.820	500,000.00	496,640.00	499,993.61	500,000.00	07/01/2020	1	5,822.47	0.64
MO State Health & Education 5 10/1/2020	60636ACY7	04/03/2020	1.901	1,000,000.00	1,015,180.00	1,007,799.67	1,010,790.00	10/01/2020	93	12,361.11	1.27
Port of Seattle WA Rev 1.65 10/1/2021	735389XR4	06/24/2020	0.450	325,000.00	329,930.25	329,866.50	328,695.25	10/01/2021	458	1,325.73	0.41
Regional Transit Authority IL GO 5.5 7/1/2021	759911RV4	04/17/2020	1.369	755,000.00	792,146.00	785,898.72	788,786.25	07/01/2021	366	20,647.15	0.96
Tarrant Cnty TX Cultural EDU FACS 5 10/1/2021	87638QHK8	04/16/2020	1.160	600,000.00	633,216.00	628,542.08	632,364.00	10/01/2021	458	7,416.67	0.76
UTICA NY City School District GO 2.25 10/9/2020	917763TV6	05/04/2020	1.001	2,930,000.00	2,945,529.00	2,939,926.77	2,942,481.80	10/09/2020	101	47,612.50	3.72
Verona TWP NJ GO 2 2/15/2021	92505PDJ7	05/08/2020	0.900	375,000.00	378,153.75	377,563.12	378,825.00	02/15/2021	230	2,812.50	0.48

Wellsville NY Cent ISD 1.5 6/25/2021	950348FY3	06/26/2020	0.401	2,650,000.00	2,678,938.00	2,678,620.00	2,677,533.50	06/25/2021	360	441.67	3.37
Sub Total / Average Municipal Bonds			0.933	23,265,000.00	23,640,134.45	23,579,189.65	23,592,918.70		270	229,641.45	29.55
US Agency											
FNMA 1.5 7/30/2020	3135G0T60	02/13/2019	2.523	3,000,000.00	2,956,167.84	2,997,532.90	3,003,330.00	07/30/2020	30	18,750.00	3.81
FNMA 1.5 7/30/2020	3135G0T60	10/30/2019	1.661	5,000,000.00	4,993,990.00	4,999,341.97	5,005,550.00	07/30/2020	30	31,250.00	6.35
Sub Total / Average US Agency			1.984	8,000,000.00	7,950,157.84	7,996,874.87	8,008,880.00		30	50,000.00	10.16
Total / Average			0.770	78,719,089.51	79,044,381.80	79,030,154.03	79,094,133.54		90	284,660.63	100

Investment Portfolio Summary

Quarter Ending 06/30/2020

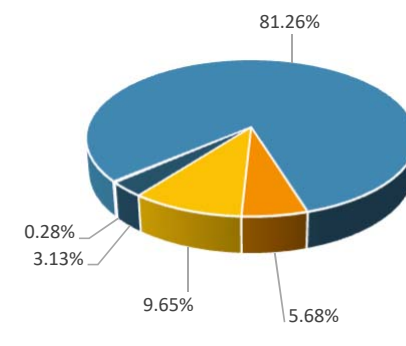
Item 5.



Investment Policy Compliance | Maturity Range

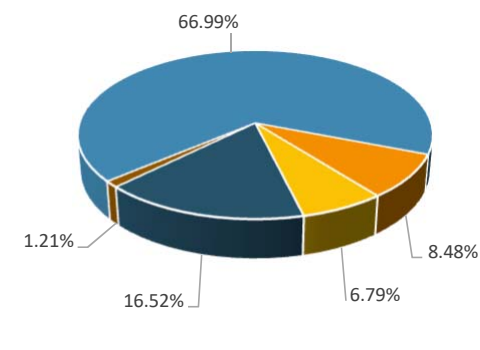
Maturity Range	% of Portfolio	YTM @Cost	Days to Maturity	Book Value
0-1 Month	81.26%	1.284	2	71,493,078.50
1-3 Months	5.68%	2.275	63	4,999,983.69
3-6 Months	9.65%	2.033	119	8,486,807.63
6-9 Months	3.13%	3.072	253	2,757,000.00
9-12 Months	0.28%	1.600	338	249,000.00
	100.00%	1.469%	26	87,985,869.82

03/31/2020



Maturity Range	% of Portfolio	YTM @Cost	Days to Maturity	Book Value
0-1 Month	66.99%	0.593	5	52,944,957.99
1-3 Months	8.48%	1.988	125	6,704,726.44
3-6 Months	6.79%	0.763	221	5,363,931.25
6-9 Months	16.52%	0.854	340	13,058,129.77
9-12 Months	1.21%	0.916	458	958,408.58
	100.00%	0.770%	91	79,030,154.03

06/30/2020



Investment Policy Compliance

Authorized Investments

	Days	Compliance
Maturity Range not to exceed 5 Years	91	Yes

Town of Prosper
Portfolio Holdings
Investment Portfolio - by Maturity Range
Report Format: By Transaction
Group By: Maturity Range
Average By: Book Value
Portfolio / Report Group: Town of Prosper
As of 6/30/2020

Description	CUSIP/Ticker	Maturity Date	Days To Maturity	Settlement Date	Book Value	Market Value	% of Portfolio
0-1 Month							
FNMA 1.5 7/30/2020	3135G0T60	07/30/2020	30	02/13/2019	2,997,532.90	3,003,330.00	8.67
FNMA 1.5 7/30/2020	3135G0T60	07/30/2020	30	10/30/2019	4,999,341.97	5,005,550.00	14.46
Hampton Roads VA 2.342 7/1/2020-19	409340CX2	07/01/2020	1	01/22/2019	499,993.61	500,000.00	1.45
Total / Average 0-1 Month			28		8,496,868.48	8,508,880.00	24.57
3-6 Months							
Ally Bank UT 3.05 12/7/2020	02007GGH0	12/07/2020	160	12/06/2018	246,000.00	249,195.54	0.71
Central State Bank IA 3 12/7/2020	15523RCA2	12/07/2020	160	12/07/2018	249,000.00	252,122.46	0.72
Citibank National SD 3 12/7/2020	17312QX38	12/07/2020	160	12/06/2018	35,000.00	35,446.95	0.10
Compass Bank AL 3.1 12/4/2020	20451PWF9	12/04/2020	157	12/04/2018	246,000.00	249,190.62	0.71
Mercantile Bank MI 3.05 12/7/2020	58740XZS2	12/07/2020	160	12/05/2018	246,000.00	249,195.54	0.71
Merrick Bank UT 3.1 12/7/2020	59013J5Q8	12/07/2020	160	12/07/2018	249,000.00	252,229.53	0.72
MO State Health & Education 5 10/1/2020	60636ACY7	10/01/2020	93	04/03/2020	1,007,799.67	1,010,790.00	2.91
Morgan Stanley Private Bank NY 3.05 12/7/2020	61760ATF6	12/07/2020	160	12/06/2018	246,000.00	249,195.54	0.71
Morgan Stanley UT 3.05 12/7/2020	61690UCG3	12/07/2020	160	12/06/2018	246,000.00	249,195.54	0.71
Pinnacle Bank TN 3.05 12/14/2020	72345SHH7	12/14/2020	167	12/14/2018	247,000.00	250,290.04	0.71
Stearns Bank MN 3 12/7/2020	857894YP8	12/07/2020	160	12/07/2018	249,000.00	252,122.46	0.72
UTICA NY City School District GO 2.25 10/9/2020	917763TV6	10/09/2020	101	05/04/2020	2,939,926.77	2,942,481.80	8.50
Vystar Credit Union FL 3.25 12/21/2020	92891CCF7	12/21/2020	174	12/21/2018	249,000.00	252,717.57	0.72
Wells Fargo Bank SD 3.1 12/14/2020	949763VX1	12/14/2020	167	12/14/2018	249,000.00	252,373.95	0.72
Total / Average 3-6 Months			125		6,704,726.44	6,746,547.54	19.39
6-9 Months							
Austin Telco Fed Credit Union 1.6 3/4/2021	052392AF4	03/04/2021	247	03/04/2020	249,000.00	250,969.59	0.72
DeSoto TX Ind School District 2.87 2/15/2021	241722FB8	02/15/2021	230	04/01/2020	1,034,348.96	1,029,971.25	2.99
Georgia St GO 3 2/1/2021	373384K96	02/01/2021	216	05/08/2020	3,703,019.17	3,692,011.50	10.71
Verona TWP NJ GO 2 2/15/2021	92505PDJ7	02/15/2021	230	05/08/2020	377,563.12	378,825.00	1.09
Total / Average 6-9 Months			221		5,363,931.25	5,351,777.34	15.51
9-12 Months							
Board COOP Edu Svcs NY First Supervisory Dist 2.5	096573CE8	04/30/2021	304	05/04/2020	4,044,429.47	4,050,160.00	11.70
Connecticut State General Oblig 5 4/15/2021	20772J6C1	04/15/2021	289	04/17/2020	519,851.81	522,841.65	1.50

Dover NJ Taxabla 1.25 5/27/2021	260237LN0	05/27/2021	331	05/28/2020	1,005,856.15	1,006,970.00	2.91
Florida St Board of Admin Fin 2.638 7/1/2021	341271AB0	07/01/2021	366	05/11/2020	304,880.29	306,189.00	0.88
Florida St Board of Admin Fin 2.638 7/1/2021	341271AB0	07/01/2021	366	05/11/2020	3,718,593.33	3,725,299.50	10.75
Regional Transit Authority IL GO 5.5 7/1/2021	759911RV4	07/01/2021	366	04/17/2020	785,898.72	788,786.25	2.27
Wellsville NY Cent ISD 1.5 6/25/2021	950348FY3	06/25/2021	360	06/26/2020	2,678,620.00	2,677,533.50	7.75
Total / Average 9-12 Months			340		13,058,129.77	13,077,779.90	37.76
1-2 Years							
Port of Seattle WA Rev 1.65 10/1/2021	735389XR4	10/01/2021	458	06/24/2020	329,866.50	328,695.25	0.95
Tarrant Cnty TX Cultural EDU FACS 5 10/1/2021	87638QHK8	10/01/2021	458	04/16/2020	628,542.08	632,364.00	1.82
Total / Average 1-2 Years			458		958,408.58	961,059.25	2.77
Total / Average			206		34,582,064.52	34,646,044.03	100

TOWN OF PROSPER

Investment Portfolio Summary

Quarter Ending 06/30/2020

Item 5.



Funds		Par Value	Book Value	Market Value	Accrued Interest	Income Received
Cash Positions Bank						
	Value at 3/31/2020	5,939,967.13	5,939,967.13	5,939,967.13	-	30,839.86
	Net Change	(1,333,293.16)	(1,333,293.16)	(1,333,293.16)	-	(13,214.33)
	Value at 6/30/2020	4,606,673.97	4,606,673.97	4,606,673.97	-	17,625.53
Cash Positions Pool Investments						
	Value at 3/31/2020	62,056,766.52	62,056,766.52	62,056,766.52	-	239,514.61
	Net Change	(22,215,350.98)	(22,215,350.98)	(22,215,350.98)	-	(200,986.50)
	Value at 6/30/2020	39,841,415.54	39,841,415.54	39,841,415.54	-	38,528.11
Certificate of Deposit CDARS						
	Value at 3/31/2020	-	-	-	-	-
	Net Change	-	-	-	-	-
	Value at 6/30/2020	-	-	-	-	-
Certificate of Deposit Negotiable						
	Value at 3/31/2020	3,006,000.00	3,006,000.00	3,043,911.89	14,852.74	12,156.82
	Net Change	-	-	333.44	(9,833.56)	19,718.50
	Value at 6/30/2020	3,006,000.00	3,006,000.00	3,044,245.33	5,019.18	31,875.32
Municipal Bonds United States						
	Value at 3/31/2020	500,000.00	499,412.32	501,935.00	2,927.50	33,967.78
	Net Change	22,765,000.00	23,079,777.33	23,090,983.70	226,713.95	(33,967.78)
	Value at 6/30/2020	23,265,000.00	23,579,189.65	23,592,918.70	229,641.45	-
US Agency						
	Value at 3/31/2020	16,500,000.00	16,483,723.85	16,559,615.00	75,562.50	97,089.60
	Net Change	(8,500,000.00)	(8,486,848.98)	(8,550,735.00)	(25,562.50)	(15,839.60)
	Value at 6/30/2020	8,000,000.00	7,996,874.87	8,008,880.00	50,000.00	81,250.00
US Treasury						
	Value at 3/31/2020	-	-	-	-	-
	Net Change	-	-	-	-	-
	Value at 6/30/2020	-	-	-	-	-
Total Portfolio						
	Value at 3/31/2020	88,002,733.65	87,985,869.82	88,102,195.54	93,342.74	413,568.67
	Net Change *	(9,283,644.14)	(8,955,715.79)	(9,008,062.00)	191,317.89	(244,289.71)
	Value at 6/30/2020	78,719,089.51	79,030,154.03	79,094,133.54	284,660.63	169,278.96

* Net change due in part to: various capital projects - \$3,146,150; Public Safety facility construction - \$3,317,815; Developer Reimbursements - \$4,881,461

Town of Prosper
 Transactions Summary
 QUARTERLY Transaction Detail - by Action
 Group By: Action
 Portfolio / Report Group: Town of Prosper
 Begin Date: 04/01/2020, End Date: 06/30/2020

Description	CUSIP/Ticker	YTM @ Cost	Trade Date	Settlement Date	Maturity Date	Face Amount/Shares	Principal	Price	Interest/Dividends	Total
Buy										
Board COOP Edu Svcs NY First Supervisory Dist 2.5	096573CE8	1.151	04/30/2020	05/04/2020	04/30/2021	4,000,000.00	4,052,760.00	101.319	1,111.11	4,053,871.11
Connecticut State General Oblig 5 4/15/2021	20772J6C1	1.251	04/15/2020	04/17/2020	04/15/2021	505,000.00	523,654.70	103.694	140.28	523,794.98
Dover NJ Taxabla 1.25 5/27/2021	260237LN0	0.600	05/22/2020	05/28/2020	05/27/2021	1,000,000.00	1,006,440.00	100.644	0.00	1,006,440.00
Florida St Board of Admin Fin 2.638 7/1/2021	341271AB0	1.001	05/07/2020	05/11/2020	07/01/2021	300,000.00	305,547.00	101.849	2,857.83	308,404.83
Florida St Board of Admin Fin 2.638 7/1/2021	341271AB0	0.751	05/07/2020	05/11/2020	07/01/2021	3,650,000.00	3,727,964.00	102.136	34,770.31	3,762,734.31
Georgia St GO 3 2/1/2021	373384K96	0.515	05/06/2020	05/08/2020	02/01/2021	3,650,000.00	3,716,028.50	101.809	29,504.17	3,745,532.67
MO State Health & Education 5 10/1/2020	60636ACY7	1.901	04/01/2020	04/03/2020	10/01/2020	1,000,000.00	1,015,180.00	101.518	277.78	1,015,457.78
Port of Seattle WA Rev 1.65 10/1/2021	735389XR4	0.450	06/19/2020	06/24/2020	10/01/2021	325,000.00	329,930.25	101.517	1,236.35	331,166.60
Regional Transit Authority IL GO 5.5 7/1/2021	759911RV4	1.369	04/15/2020	04/17/2020	07/01/2021	755,000.00	792,146.00	104.92	12,226.81	804,372.81
Tarrant Cnty TX Cultural EDU FACS 5 10/1/2021	87638QHK8	1.160	04/15/2020	04/16/2020	10/01/2021	600,000.00	633,216.00	105.536	1,250.00	634,466.00
UTICA NY City School District GO 2.25 10/9/2020	917763TV6	1.001	04/30/2020	05/04/2020	10/09/2020	2,930,000.00	2,945,529.00	100.53	37,357.50	2,982,886.50
Verona TWP NJ GO 2 2/15/2021	92505PDJ7	0.900	05/06/2020	05/08/2020	02/15/2021	375,000.00	378,153.75	100.841	1,729.17	379,882.92
Wellsville NY Cent ISD 1.5 6/25/2021	950348FY3	0.401	06/22/2020	06/26/2020	06/25/2021	2,650,000.00	2,678,938.00	101.092	0.00	2,678,938.00
Sub Total / Average Buy						21,740,000.00	22,105,487.20		122,461.31	22,227,948.51
Deposit										
Independent Bank Bond Funds MM	MM3251	0.000	06/30/2020	06/30/2020	N/A	518.00	518.00	100	0.00	518.00
Independent Bank Bond Funds MM	MM3251	0.000	05/31/2020	05/31/2020	N/A	534.68	534.68	100	0.00	534.68
Independent Bank Bond Funds MM	MM3251	0.000	04/30/2020	04/30/2020	N/A	517.17	517.17	100	0.00	517.17
Independent Bank Online Credit Cards MM	MM4740	0.000	06/30/2020	06/30/2020	N/A	176,303.13	176,303.13	100	0.00	176,303.13
Independent Bank Online Credit Cards MM	MM4740	0.000	05/31/2020	05/31/2020	N/A	121,619.37	121,619.37	100	0.00	121,619.37
Independent Bank Online Credit Cards MM	MM4740	0.000	04/30/2020	04/30/2020	N/A	158,598.09	158,598.09	100	0.00	158,598.09
Independent Bank Payroll MM	MM0503	0.000	06/30/2020	06/30/2020	N/A	69.32	69.32	100	0.00	69.32
Independent Bank Payroll MM	MM0503	0.000	06/30/2020	06/30/2020	N/A	949,400.38	949,400.38	100	0.00	949,400.38
Independent Bank Payroll MM	MM0503	0.000	05/31/2020	05/31/2020	N/A	34.94	34.94	100	0.00	34.94
Independent Bank Payroll MM	MM0503	0.000	05/31/2020	05/31/2020	N/A	920,045.33	920,045.33	100	0.00	920,045.33
Independent Bank Payroll MM	MM0503	0.000	04/30/2020	04/30/2020	N/A	53.69	53.69	100	0.00	53.69
Independent Bank Payroll MM	MM0503	0.000	04/30/2020	04/30/2020	N/A	950,575.22	950,575.22	100	0.00	950,575.22
Independent Bank Pooled Cash MM	MM1610	0.000	06/30/2020	06/30/2020	N/A	5,806.63	5,806.63	100	0.00	5,806.63
Independent Bank Pooled Cash MM	MM1610	0.000	06/30/2020	06/30/2020	N/A	12,209,467.49	12,209,467.49	100	0.00	12,209,467.49
Independent Bank Pooled Cash MM	MM1610	0.000	05/31/2020	05/31/2020	N/A	5,702.33	5,702.33	100	0.00	5,702.33
Independent Bank Pooled Cash MM	MM1610	0.000	05/31/2020	05/31/2020	N/A	20,612,293.07	20,612,293.07	100	0.00	20,612,293.07
Independent Bank Pooled Cash MM	MM1610	0.000	04/30/2020	04/30/2020	N/A	4,388.77	4,388.77	100	0.00	4,388.77
Independent Bank Pooled Cash MM	MM1610	0.000	04/30/2020	04/30/2020	N/A	13,173,275.14	13,173,275.14	100	0.00	13,173,275.14
LOGIC Prime 2015 CO Construction LGIP	LGIP2005	0.000	04/30/2020	04/30/2020	N/A	39.77	39.77	100	0.00	39.77
LOGIC Prime 2015 GO Construction LGIP	LGIP2006	0.000	04/30/2020	04/30/2020	N/A	156.06	156.06	100	0.00	156.06
LOGIC Prime 2017 Bonds LGIP	LGIP2007	0.000	04/30/2020	04/30/2020	N/A	79.23	79.23	100	0.00	79.23
LOGIC Prime 2018 CO Bonds LGIP	LGIP2009	0.000	04/30/2020	04/30/2020	N/A	661.58	661.58	100	0.00	661.58
LOGIC Prime 2018 GO Bonds LGIP	LGIP2008	0.000	04/30/2020	04/30/2020	N/A	86.87	86.87	100	0.00	86.87

LOGIC Prime 2019 CO Bond LGIP	LGIP2011	0.000	04/30/2020	04/30/2020	N/A	2,568.24	2,568.24	100	0.00	2,568.24
LOGIC Prime 2019 GO Bond LGIP	LGIP2010	0.000	04/30/2020	04/30/2020	N/A	919.86	919.86	100	0.00	919.86
LOGIC Prime General Fund LGIP	LGIP2002	0.000	04/30/2020	04/30/2020	N/A	2,711.36	2,711.36	100	0.00	2,711.36
TexPool Prime Bond Funds LGIP	LGIP0008	0.000	06/30/2020	06/30/2020	N/A	9.10	9.10	100	0.00	9.10
TexPool Prime Bond Funds LGIP	LGIP0008	0.000	05/31/2020	05/31/2020	N/A	11.63	11.63	100	0.00	11.63
TexPool Prime Bond Funds LGIP	LGIP0008	0.000	04/30/2020	04/30/2020	N/A	19.14	19.14	100	0.00	19.14
TexPool Prime General Fund LGIP	LGIP0002	0.000	06/30/2020	06/30/2020	N/A	2,691.41	2,691.41	100	0.00	2,691.41
TexPool Prime General Fund LGIP	LGIP0002	0.000	05/31/2020	05/31/2020	N/A	4,507.97	4,507.97	100	0.00	4,507.97
TexPool Prime General Fund LGIP	LGIP0002	0.000	04/30/2020	04/30/2020	N/A	10,054.06	10,054.06	100	0.00	10,054.06
TexSTAR LGIP	LGIP04304	0.000	06/30/2020	06/30/2020	N/A	1,372.07	1,372.07	100	0.00	1,372.07
TexSTAR LGIP	LGIP20200	0.000	06/30/2020	06/30/2020	N/A	2,797.01	2,797.01	100	0.00	2,797.01
TexSTAR LGIP	LGIP04304	0.000	05/31/2020	05/31/2020	N/A	2,050.58	2,050.58	100	0.00	2,050.58
TexSTAR LGIP	LGIP20200	0.000	05/31/2020	05/31/2020	N/A	3,730.26	3,730.26	100	0.00	3,730.26
TexSTAR LGIP	LGIP04304	0.000	04/30/2020	04/30/2020	N/A	4,061.91	4,061.91	100	0.00	4,061.91
TexSTAR LGIP	LGIP04304	0.000	04/30/2020	04/30/2020	N/A	10,799,200.73	10,799,200.73	100	0.00	10,799,200.73
TexSTAR LGIP	LGIP20200	0.000	04/30/2020	04/30/2020	N/A	4,565.06	4,565.06	100	0.00	4,565.06
TexSTAR LGIP	LGIP20200	0.000	04/30/2020	04/30/2020	N/A	17,969,482.37	17,969,482.37	100	0.00	17,969,482.37
Sub Total / Average Deposit						78,100,979.02	78,100,979.02		0.00	78,100,979.02
Interest										
Ally Bank UT 3.05 12/7/2020	02007GGH0	0.000	06/06/2020	06/06/2020	12/07/2020	0.00	0.00		3,761.78	3,761.78
Austin Telco Fed Credit Union 1.6 3/4/2021	052392AF4	0.000	06/01/2020	06/01/2020	03/04/2021	0.00	0.00		338.37	338.37
Austin Telco Fed Credit Union 1.6 3/4/2021	052392AF4	0.000	05/01/2020	05/01/2020	03/04/2021	0.00	0.00		327.45	327.45
Central State Bank IA 3 12/7/2020	15523RCA2	0.000	06/07/2020	06/07/2020	12/07/2020	0.00	0.00		634.44	634.44
Central State Bank IA 3 12/7/2020	15523RCA2	0.000	05/07/2020	05/07/2020	12/07/2020	0.00	0.00		613.97	613.97
Central State Bank IA 3 12/7/2020	15523RCA2	0.000	04/07/2020	04/07/2020	12/07/2020	0.00	0.00		634.44	634.44
Citibank National SD 3 12/7/2020	17312QX38	0.000	06/06/2020	06/06/2020	12/07/2020	0.00	0.00		526.44	526.44
Compass Bank AL 3.1 12/4/2020	20451PWF9	0.000	06/04/2020	06/04/2020	12/04/2020	0.00	0.00		3,823.45	3,823.45
FFCB 2.75 6/24/2020	3133EJ3L1	0.000	06/24/2020	06/24/2020	06/24/2020	0.00	0.00		41,250.00	41,250.00
FHLMC 1.375 5/1/2020	3137EADR7	0.000	05/01/2020	05/01/2020	05/01/2020	0.00	0.00		13,750.00	13,750.00
FNMA 1.5 4/30/2020	3136G0W23	0.000	04/30/2020	04/30/2020	04/30/2020	0.00	0.00		26,250.00	26,250.00
Independent Bank Bond Funds MM	MM3251	0.000	06/30/2020	06/30/2020	N/A	0.00	0.00		518.00	518.00
Independent Bank Bond Funds MM	MM3251	0.000	05/31/2020	05/31/2020	N/A	0.00	0.00		534.68	534.68
Independent Bank Bond Funds MM	MM3251	0.000	04/30/2020	04/30/2020	N/A	0.00	0.00		517.17	517.17
Independent Bank Payroll MM	MM0503	0.000	06/30/2020	06/30/2020	N/A	0.00	0.00		69.32	69.32
Independent Bank Payroll MM	MM0503	0.000	05/31/2020	05/31/2020	N/A	0.00	0.00		34.94	34.94
Independent Bank Payroll MM	MM0503	0.000	04/30/2020	04/30/2020	N/A	0.00	0.00		53.69	53.69
Independent Bank Pooled Cash MM	MM1610	0.000	06/30/2020	06/30/2020	N/A	0.00	0.00		5,806.63	5,806.63
Independent Bank Pooled Cash MM	MM1610	0.000	05/31/2020	05/31/2020	N/A	0.00	0.00		5,702.33	5,702.33
Independent Bank Pooled Cash MM	MM1610	0.000	04/30/2020	04/30/2020	N/A	0.00	0.00		4,388.77	4,388.77
LOGIC Prime 2015 CO Construction LGIP	LGIP2005	0.000	04/30/2020	04/30/2020	N/A	0.00	0.00		39.77	39.77
LOGIC Prime 2015 GO Construction LGIP	LGIP2006	0.000	04/30/2020	04/30/2020	N/A	0.00	0.00		156.06	156.06
LOGIC Prime 2017 Bonds LGIP	LGIP2007	0.000	04/30/2020	04/30/2020	N/A	0.00	0.00		79.23	79.23
LOGIC Prime 2018 CO Bonds LGIP	LGIP2009	0.000	04/30/2020	04/30/2020	N/A	0.00	0.00		661.58	661.58
LOGIC Prime 2018 GO Bonds LGIP	LGIP2008	0.000	04/30/2020	04/30/2020	N/A	0.00	0.00		86.87	86.87
LOGIC Prime 2019 CO Bond LGIP	LGIP2011	0.000	04/30/2020	04/30/2020	N/A	0.00	0.00		2,568.24	2,568.24
LOGIC Prime 2019 GO Bond LGIP	LGIP2010	0.000	04/30/2020	04/30/2020	N/A	0.00	0.00		919.86	919.86
LOGIC Prime General Fund LGIP	LGIP2002	0.000	04/30/2020	04/30/2020	N/A	0.00	0.00		2,711.36	2,711.36

Mercantile Bank MI 3.05 12/7/2020	58740XZS2	0.000	06/05/2020	06/05/2020	12/07/2020	0.00	0.00		3,761.78	3,761.78
Merrick Bank UT 3.1 12/7/2020	59013J5Q8	0.000	06/07/2020	06/07/2020	12/07/2020	0.00	0.00		655.59	655.59
Merrick Bank UT 3.1 12/7/2020	59013J5Q8	0.000	05/07/2020	05/07/2020	12/07/2020	0.00	0.00		634.44	634.44
Merrick Bank UT 3.1 12/7/2020	59013J5Q8	0.000	04/07/2020	04/07/2020	12/07/2020	0.00	0.00		655.59	655.59
Morgan Stanley Private Bank NY 3.05 12/7/2020	61760ATF6	0.000	06/06/2020	06/06/2020	12/07/2020	0.00	0.00		3,761.78	3,761.78
Morgan Stanley UT 3.05 12/7/2020	61690UCG3	0.000	06/06/2020	06/06/2020	12/07/2020	0.00	0.00		3,761.78	3,761.78
Pinnacle Bank TN 3.05 12/14/2020	72345SHH7	0.000	06/14/2020	06/14/2020	12/14/2020	0.00	0.00		639.83	639.83
Pinnacle Bank TN 3.05 12/14/2020	72345SHH7	0.000	05/14/2020	05/14/2020	12/14/2020	0.00	0.00		619.19	619.19
Pinnacle Bank TN 3.05 12/14/2020	72345SHH7	0.000	04/14/2020	04/14/2020	12/14/2020	0.00	0.00		639.83	639.83
Stearns Bank MN 3 12/7/2020	857894YP8	0.000	06/07/2020	06/07/2020	12/07/2020	0.00	0.00		634.44	634.44
Stearns Bank MN 3 12/7/2020	857894YP8	0.000	05/07/2020	05/07/2020	12/07/2020	0.00	0.00		613.97	613.97
Stearns Bank MN 3 12/7/2020	857894YP8	0.000	04/07/2020	04/07/2020	12/07/2020	0.00	0.00		634.44	634.44
TexPool Prime Bond Funds LGIP	LGIP0008	0.000	06/30/2020	06/30/2020	N/A	0.00	0.00		9.10	9.10
TexPool Prime Bond Funds LGIP	LGIP0008	0.000	05/31/2020	05/31/2020	N/A	0.00	0.00		11.63	11.63
TexPool Prime Bond Funds LGIP	LGIP0008	0.000	04/30/2020	04/30/2020	N/A	0.00	0.00		19.14	19.14
TexPool Prime General Fund LGIP	LGIP0002	0.000	06/30/2020	06/30/2020	N/A	0.00	0.00		2,691.41	2,691.41
TexPool Prime General Fund LGIP	LGIP0002	0.000	05/31/2020	05/31/2020	N/A	0.00	0.00		4,507.97	4,507.97
TexPool Prime General Fund LGIP	LGIP0002	0.000	04/30/2020	04/30/2020	N/A	0.00	0.00		10,054.06	10,054.06
TexSTAR LGIP	LGIP04304	0.000	06/30/2020	06/30/2020	N/A	0.00	0.00		1,372.07	1,372.07
TexSTAR LGIP	LGIP20200	0.000	06/30/2020	06/30/2020	N/A	0.00	0.00		2,797.01	2,797.01
TexSTAR LGIP	LGIP04304	0.000	05/31/2020	05/31/2020	N/A	0.00	0.00		2,050.58	2,050.58
TexSTAR LGIP	LGIP20200	0.000	05/31/2020	05/31/2020	N/A	0.00	0.00		3,730.26	3,730.26
TexSTAR LGIP	LGIP04304	0.000	04/30/2020	04/30/2020	N/A	0.00	0.00		4,061.91	4,061.91
Vystar Credit Union FL 3.25 12/21/2020	92891CCF7	0.000	06/30/2020	06/30/2020	12/21/2020	0.00	0.00		642.97	642.97
Vystar Credit Union FL 3.25 12/21/2020	92891CCF7	0.000	06/01/2020	06/01/2020	12/21/2020	0.00	0.00		642.97	642.97
Vystar Credit Union FL 3.25 12/21/2020	92891CCF7	0.000	04/30/2020	04/30/2020	12/21/2020	0.00	0.00		665.14	665.14
Wells Fargo Bank SD 3.1 12/14/2020	949763VX1	0.000	06/14/2020	06/14/2020	12/14/2020	0.00	0.00		655.59	655.59
Wells Fargo Bank SD 3.1 12/14/2020	949763VX1	0.000	05/14/2020	05/14/2020	12/14/2020	0.00	0.00		634.44	634.44
Wells Fargo Bank SD 3.1 12/14/2020	949763VX1	0.000	04/14/2020	04/14/2020	12/14/2020	0.00	0.00		655.59	655.59
Sub Total / Average Interest						0.00	0.00		168,973.34	168,973.34
Matured										
FFCB 2.75 6/24/2020	3133EJ3L1	0.000	06/24/2020	06/24/2020	06/24/2020	3,000,000.00	3,000,000.00	0	0.00	3,000,000.00
FHLMC 1.375 5/1/2020	3137EADR7	0.000	05/01/2020	05/01/2020	05/01/2020	2,000,000.00	2,000,000.00	0	0.00	2,000,000.00
FNMA 1.5 4/30/2020	3136G0W23	0.000	04/30/2020	04/30/2020	04/30/2020	3,500,000.00	3,500,000.00	0	0.00	3,500,000.00
Sub Total / Average Matured						8,500,000.00	8,500,000.00		0.00	8,500,000.00
Withdraw										
Independent Bank Online Credit Cards MM	MM4740	0.000	06/30/2020	06/30/2020	N/A	176,303.13	176,303.13	0	0.00	176,303.13
Independent Bank Online Credit Cards MM	MM4740	0.000	05/31/2020	05/31/2020	N/A	121,619.37	121,619.37	0	0.00	121,619.37
Independent Bank Online Credit Cards MM	MM4740	0.000	04/30/2020	04/30/2020	N/A	158,598.09	158,598.09	0	0.00	158,598.09
Independent Bank Payroll MM	MM0503	0.000	06/30/2020	06/30/2020	N/A	949,400.38	949,400.38	0	0.00	949,400.38
Independent Bank Payroll MM	MM0503	0.000	05/31/2020	05/31/2020	N/A	959,471.55	959,471.55	0	0.00	959,471.55
Independent Bank Payroll MM	MM0503	0.000	04/30/2020	04/30/2020	N/A	913,174.17	913,174.17	0	0.00	913,174.17
Independent Bank Pooled Cash MM	MM1610	0.000	06/30/2020	06/30/2020	N/A	11,646,142.83	11,646,142.83	0	0.00	11,646,142.83
Independent Bank Pooled Cash MM	MM1610	0.000	05/31/2020	05/31/2020	N/A	24,732,144.92	24,732,144.92	0	0.00	24,732,144.92
Independent Bank Pooled Cash MM	MM1610	0.000	04/30/2020	04/30/2020	N/A	10,964,953.85	10,964,953.85	0	0.00	10,964,953.85
LOGIC Prime 2015 CO Construction LGIP	LGIP2005	0.000	04/30/2020	04/30/2020	N/A	39.77	39.77	0	0.00	39.77
LOGIC Prime 2015 CO Construction LGIP	LGIP2005	0.000	04/30/2020	04/30/2020	N/A	158,360.60	158,360.60	0	0.00	158,360.60

LOGIC Prime 2015 GO Construction LGIP	LGIP2006	0.000	04/30/2020	04/30/2020	N/A	156.06	156.06	0	0.00	156.06
LOGIC Prime 2015 GO Construction LGIP	LGIP2006	0.000	04/30/2020	04/30/2020	N/A	621,442.04	621,442.04	0	0.00	621,442.04
LOGIC Prime 2017 Bonds LGIP	LGIP2007	0.000	04/30/2020	04/30/2020	N/A	79.23	79.23	0	0.00	79.23
LOGIC Prime 2017 Bonds LGIP	LGIP2007	0.000	04/30/2020	04/30/2020	N/A	315,482.65	315,482.65	0	0.00	315,482.65
LOGIC Prime 2018 CO Bonds LGIP	LGIP2009	0.000	04/30/2020	04/30/2020	N/A	661.58	661.58	0	0.00	661.58
LOGIC Prime 2018 CO Bonds LGIP	LGIP2009	0.000	04/30/2020	04/30/2020	N/A	2,634,379.36	2,634,379.36	0	0.00	2,634,379.36
LOGIC Prime 2018 GO Bonds LGIP	LGIP2008	0.000	04/30/2020	04/30/2020	N/A	86.87	86.87	0	0.00	86.87
LOGIC Prime 2018 GO Bonds LGIP	LGIP2008	0.000	04/30/2020	04/30/2020	N/A	345,912.77	345,912.77	0	0.00	345,912.77
LOGIC Prime 2019 CO Bond LGIP	LGIP2011	0.000	04/30/2020	04/30/2020	N/A	2,568.24	2,568.24	0	0.00	2,568.24
LOGIC Prime 2019 CO Bond LGIP	LGIP2011	0.000	04/30/2020	04/30/2020	N/A	10,226,620.30	10,226,620.30	0	0.00	10,226,620.30
LOGIC Prime 2019 GO Bond LGIP	LGIP2010	0.000	04/30/2020	04/30/2020	N/A	919.86	919.86	0	0.00	919.86
LOGIC Prime 2019 GO Bond LGIP	LGIP2010	0.000	04/30/2020	04/30/2020	N/A	3,662,773.04	3,662,773.04	0	0.00	3,662,773.04
LOGIC Prime General Fund LGIP	LGIP2002	0.000	04/30/2020	04/30/2020	N/A	2,711.36	2,711.36	0	0.00	2,711.36
LOGIC Prime General Fund LGIP	LGIP2002	0.000	04/30/2020	04/30/2020	N/A	10,796,489.37	10,796,489.37	0	0.00	10,796,489.37
TexPool Prime General Fund LGIP	LGIP0002	0.000	06/30/2020	06/30/2020	N/A	2,000,000.00	2,000,000.00	0	0.00	2,000,000.00
TexPool Prime General Fund LGIP	LGIP0002	0.000	05/31/2020	05/31/2020	N/A	7,656,440.00	7,656,440.00	0	0.00	7,656,440.00
TexPool Prime General Fund LGIP	LGIP0002	0.000	04/30/2020	04/30/2020	N/A	4,675,000.00	4,675,000.00	0	0.00	4,675,000.00
TexSTAR LGIP	LGIP20200	0.000	06/30/2020	06/30/2020	N/A	1,577,004.15	1,577,004.15	0	0.00	1,577,004.15
TexSTAR LGIP	LGIP04304	0.000	05/31/2020	05/31/2020	N/A	5,500,000.00	5,500,000.00	0	0.00	5,500,000.00
TexSTAR LGIP	LGIP04304	0.000	04/30/2020	04/30/2020	N/A	850,000.00	850,000.00	0	0.00	850,000.00
Sub Total / Average Withdraw						101,648,935.54	101,648,935.54		0.00	101,648,935.54

FINANCE



To: Mayor and Town Council

From: Betty Pamplin, Finance Director

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

Re: Town Council Meeting – August 11, 2020

Agenda Item:

Consider and act upon an ordinance establishing the 2020 certified appraisal roll. **(BP)**

Description of Agenda Item:

Section 26.04 of the Texas Tax Code mandates that a taxing unit's assessor "shall submit the appraisal roll for the unit showing the total appraised, assessed, and taxable values of all property and the total taxable value of new property to the governing body of the unit by August 1 or as soon thereafter as practicable."

The roll lists all taxable property and values within the Town limits for 2020. The Town will also be required to approve the tax roll after the property tax rate is set.

There are four main parts to the property tax system. First, the Denton Central Appraisal District (DCAD) and the Collin Central Appraisal District (CCAD) set the value of the property within Prosper each year. Second, the Appraisal Review Boards (ARB's) settle any disagreements between the taxpayers and the appraisal districts about the value of property.

Third, by contract the Collin County Tax Collector's Office performs tax collection for the Town. The Office also calculates the no-new-revenue tax rate and voter-approval tax rate required by state law.

Finally, the Town decides how much money it will need to provide services to the community. This determines the total amount of taxes that will need to be collected and the tax rate required to produce this amount.

The total freeze adjusted taxable value on the 2020 appraisal roll, including estimated values under protest, is \$4,601,196,301, which is 9.31% higher than last year. The total value before the freeze adjustment is \$5,005,831,940.

Once the tax rate is approved, the Town will be able to begin collecting its 2020 tax levy (i.e., property tax revenue). These funds will be used to cover operating and maintenance expenses as well as debt service.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., prepared this standard form ordinance establishing the certified appraisal roll.

Attached Documents:

1. Proposed Ordinance

Town Staff Recommendation:

Town staff recommends that the Town Council approve the ordinance establishing the 2020 certified appraisal roll.

Proposed Motion:

I move to approve the ordinance establishing the 2020 certified appraisal roll.

TOWN OF PROSPER, TEXAS**ORDINANCE NO. 20-xx****AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, APPROVING THE 2020 APPRAISAL ROLL; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Denton Central Appraisal District (DCAD) and the Collin Central Appraisal District (CCAD) prepare the certified appraisal rolls and rolls under protest of the taxable property in the Town of Prosper, Texas (Town); and

WHEREAS, the Town uses the certified appraisal rolls and rolls under protest received from the DCAD and CCAD to calculate the tax rate and rollback tax rate applicable to taxable property in the Town; and

WHEREAS, approval by the Town of the certified appraisal roll is required by state law as an integral part of the Town's ability to levy and collect property taxes.

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

SECTION 1

All of the above premises are hereby found to be true and correct legislative and factual determinations of the Town and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

The Town Council hereby approves the certified total taxable (before freeze loss) value on the 2020 appraisal roll of the Town in the amount of \$5,005,831,940 assessed valuation, based on the certified appraisal rolls and rolls under protest as approved by the Appraisal Review Boards of the DCAD and the CCAD.

SECTION 3

Any and all ordinances, resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of the conflict herewith.

SECTION 4

If any section, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof by any persons or circumstances is held invalid in any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and, the Town Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, BY A VOTE OF ____ TO ____, ON THIS 11TH DAY OF AUGUST, 2020.

APPROVED:

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 Director

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

Re: Town Council Meeting – August 11, 2020

Agenda Item:

Consider and act upon scheduling a Public Hearing on the FY 2020-2021 Proposed Budget. **(BP)**

Description of Agenda Item:

Chapter 102 of the Texas Local Government Code requires the Town to hold a public hearing on the proposed budget and publish the notice for this meeting in addition to the notice required under Truth in Taxation guidelines.

August 25 is a regular meeting date of the Town Council. This date meets the Public Hearing requirements of the Local Government Code. Given the timelines for publishing in the Prosper Press, staff will be submitting the notice of the public hearings on the proposed budget to print in the August 12 Prosper Press.

Budget Impact:

Funding to cover the cost to publish the notice is budgeted in the Town Secretary's office.

Town Staff Recommendation:

Town staff recommends the Town Council schedule a Public Hearing on the FY 2020-2021 Proposed Budget for August 25, 2020.

Proposed Motion:

I move to schedule a Public Hearing on the FY 2020-2021 Proposed Budget for August 25, 2020, at 5:45 p.m. with the meeting taking place in the Council Chambers of Prosper Town Hall, located at 250 W First St, Prosper, TX.



FINANCE

To: Mayor and Town Council

From: Betty Pamplin, Finance Director

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

Re: Town Council Meeting – August 11, 2020

Agenda Item:

Consider and act upon scheduling a Public Hearing for the FY 2020-2021 proposed tax rate. **(BP)**

Description of Agenda Item:

Section 26.05(d) of the Texas Property Tax Code requires taxing entities to hold one public hearing and publish newspaper ads before adopting a tax rate that exceeds the lower of the voter-approval tax rate or the no-new-revenue tax rate.

Section 26.06(d) of the Texas Property Tax Code states the governing body may vote on the proposed tax rate at the public hearing. If the governing body does not vote on the proposed tax rate at the public hearing, the governing body shall announce at the public hearing the date, time, and place of the meeting at which it will vote on the proposed tax rate.

Section 26.06(e) of the Texas Property Tax Code states that a meeting to vote on the tax increase may not be held later than the seventh day after the date of the public hearing. Due to this limitation we are requesting to hold the public hearing and vote on the tax rate on September 8 which is a regular meeting date of the Town Council. A hearing on this date satisfies tax code requirements.

If the Council votes to propose the recommended tax rate of \$0.52 per \$100 valuation, this item will need to be acted on by setting the public hearing and publishing a notice in the local newspaper. A quorum must be present at the public hearing.

If the Council votes to propose a tax rate equal to or less than \$0.515548 per \$100 valuation, the no-new-revenue tax rate, then the public hearings and publications are not necessary, and this item requires no action.

Town Staff Recommendation:

Town staff recommends that the Town Council:

If the proposed rate is the recommended \$0.52 or otherwise exceeds the no-new-revenue tax rate, which is \$0.515548 per \$100 valuation, please use the following:

Proposed Motion:

I move to set the Public Hearing on the proposal to increase total tax revenues and the proposed tax rate of \$0.52 per \$100 in valuation for September 8, 2020 at 5:45 p.m., with the meeting taking place in the Council Chambers of Prosper Town Hall, located at 250 W. First St, Prosper, TX.

If the proposed rate is equal or less than the no-new-revenue tax rate, please:

Take no action on this item, provided the rate proposed is equal to or lower than the no-new-revenue tax rate. In such case, public hearings are not required.



FINANCE

To: Mayor and Town Council

From: Betty Pamplin, Finance Director

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

Re: Town Council Meeting – August 11, 2020

Agenda Item:

Consider accepting submission of the 2020 no-new-revenue tax rate of \$0.515548 per \$100 taxable value and the voter-approval tax rate of \$0.550300 per \$100 taxable value. **(BP)**

Description of Agenda Item:

State law requires municipalities to submit to their governing boards and publish in a local newspaper a notice showing their no-new-revenue and voter-approval tax rates and the notice-and-hearing limit for the upcoming fiscal year. The no-new-revenue rate will produce the same amount of tax revenue if applied to the same properties in both years. The voter-approval rate is the highest tax rate the Town can set without holding an election to seek voter approval of the rate.

All taxing units that levied property taxes in 2019 and intend to levy them in 2020 must calculate a no-new-revenue tax rate and a voter-approval tax rate. Although the actual calculation is more detailed, the Town's no-new-revenue tax rate is generally equal to the prior year's taxes divided by the current taxable value of properties that were also on the tax roll in the prior year.

The no-new-revenue tax rate is intended to enable the public to evaluate the relationship between taxes for the current year and taxes that a proposed tax rate would produce if applied to the same properties taxed in both years.

The voter-approval tax rate is split into two separate components: an operating and maintenance rate and a debt rate. The voter-approval rate calculation allows municipalities to raise 3.5 percent of the prior year's operating and maintenance money, plus the necessary debt rate. According to section 26.04(c-1) of the Texas Tax Code the governing body of a taxing unit located in an area declared to be a disaster area by the Governor or by the President of the United States may direct the designated officer of the taxing unit to calculate the voter-approval tax rate in the manner provided for a special taxing unit at 8 percent. At the July 14th meeting Town Council authorized the Collin County Tax Office to calculate the voter-approval rate at 8 percent.

State law also requires municipalities to publish the no-new-revenue tax rate and a voter-approval tax rate, and to hold one public hearing if the proposed tax rate exceeds the lower of the no-new-revenue or voter-approval tax rate. Because the Town's proposed tax rate of \$0.520000 is higher than the no-new-revenue tax rate of \$0.515548, the Town is required to hold one public hearing on the tax rate.

Attached Documents:

1. 2020 Tax Rate Calculation Worksheet

Town Staff Recommendation:

Town staff recommends that the Town Council accept the submission of the 2020 no-new-revenue tax rate of \$0.515548 per \$100 taxable value and the voter-approval tax rate of \$0.550300 per \$100 taxable value.

Proposed Motion:

I move to accept the submission of the 2020 no-new-revenue tax rate of \$0.515548 per \$100 taxable value and the voter-approval tax rate of \$0.550300 per \$100 taxable value.

2020 Tax Rate Calculation Worksheet

Date: 07/31/2020 04:32 PM

Taxing Units Other Than School Districts or Water Districts

Item 9.

2020 Town of Prosper

972-346-2640

Taxing Unit Name

Phone (area code and number)

121 W. Broadway, Prosper, TX, 75078

www.prosper.tx.gov

Taxing Unit Address, City, State, ZIP Code

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do use this form but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

STEP 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Rate Activity	Amount/Rate
1.	2019 total taxable value. Enter the amount of 2019 taxable value on the 2019 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 17).	\$4,551,289,366
2.	2019 tax ceilings. Counties, cities and junior college districts. Enter 2019 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2019 or a prior year for homeowners age 65 or older or disabled, use this step	\$344,205,539
3.	Preliminary 2019 adjusted taxable value. Subtract Line 2 from Line 1.	\$4,207,083,827
4.	2019 total adopted tax rate	\$.520000
5.	2019 taxable value lost because court appeals of ARB decisions reduced 2019 appraised value:	
	A. Original 2019 ARB values:	\$30,146,602
	B. 2019 values resulting from final court decisions:	\$24,250,000
	C. 2019 value loss. Subtract B from A.[3]	\$

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Line	No-New-Revenue Rate Activity	Amount/Rate
6.	2019 taxable value subject to appear under Chapter 42, as of July 25.	Item 9.
	A. 2019 ARB certified value	144,474,307
	B. 2019 disputed value:	28,464,419
	C. 2019 undisputed value Subtract B from A	116,009,888
7.	2019 Chapter 42-related adjusted values. Add Line 5 and 6	121,906,490
8.	2019 taxable value, adjusted for court-ordered reductions. Add Line 3 and Line 7	\$4,328,990,317
9.	2019 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2019. Enter the 2019 value of property in deannexed territory.[4]	\$0
10.	2019 taxable value lost because property first qualified for an exemption in 2020. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2020 does not create a new exemption or reduce taxable value.	
	A. Absolute exemptions. Use 2019 market value:	\$6,108,005
	B. Partial exemptions. 2020 exemption amount or 2020 percentage exemption times 2019 value:	\$39,784,086
	C. Value loss. Add A and B.⁶	\$45,892,091
11.	2019 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1),timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2020. Use only properties that qualified in 2020 for the first time; do not use properties that qualified in 2019.	
	A. Use 2019 market value:	\$0
	B. 2020 productivity or special appraised value:	\$0
	C. Value loss. Subtract B from A.	\$0
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$45,892,091
13.	Adjusted 2019 taxable value. Subtract Line 12 from Line 8	\$4,283,098,226
14.	Adjusted 2019 taxes. Multiply Line 4 by Line 13 and divide by \$100	\$22,272,110
15.	Taxes refunded for years preceding tax year 2019. Enter the amount of taxes refunded by the district for tax years preceding tax year 2019. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2019. This line applies only to tax years preceding tax year 2019. [8]	\$18,255
16.	Taxes in tax increment financing (TIF) for tax year 2019 Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2020 captured appraised value in Line 18D, enter 0.⁹	\$427,822
17.	Adjusted 2019 levy with refunds and TIF adjustment. Add Lines 14, and 15, subtract Line 16.¹⁰	\$21,862,543
18.	Total 2020 taxable value on the 2020 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹	
	A.Certified values	\$3,899,729,132
	B. Counties Include railroad rolling stock values certified by the Comptroller s office	\$0
	C. Pollution control and energy storage system exemption Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property	\$0
	D. Tax increment financing Deduct the 2020 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2020 taxes	\$105,362,586

Line	No-New-Revenue Rate Activity	Amount/Rate
	will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below.	Item 9.
	E. Total 2020 value Add A and B, then subtract C and D	\$3,794,366,546
19.	Total value of properties under protest or not included on certified appraisal roll. ¹³	
	A. 2020 taxable value of properties under protest The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴	\$1,211,465,394
	B. 2020 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵	\$0
	C. Total value under protest or not certified. Add A and B.	\$1,211,465,394
20.	2020 tax ceilings. Counties, cities and junior colleges enter 2020 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2019 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$404,635,639
21.	2020 total taxable value. Add Lines 18E and 19C. Subtract Line 20C.	\$4,601,196,301
22.	Total 2020 taxable value of properties in territory annexed after Jan. 1, 2019. Include both real and personal property. Enter the 2020 value of property in territory annexed. ¹⁸	\$0
23.	Total 2020 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2019. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2019 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2020. ¹⁹	\$360,557,369
24.	Total adjustments to the 2020 taxable value. Add Lines 22 and 23.	\$360,557,369
25.	Adjusted 2020 taxable value. Subtract Line 24 from Line 21.	\$4,240,638,932
26.	2020 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$.515548 /\$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2020 county NNR tax rate	

[1]Tex. Tax Code Section

[2]Tex. Tax Code Section

[3]Tex. Tax Code Section

[4]Tex. Tax Code Section

[5]Tex. Tax Code Section

[6]Tex. Tax Code Section

[7]Tex. Tax Code Section

[8]Tex. Tax Code Section

[9]Tex. Tax Code Section

[10]Tex. Tax Code Section

[11]Tex. Tax Code Section

[12]Tex. Tax Code Section

[13]Tex. Tax Code Section

[14]Tex. Tax Code Section

[15]Tex. Tax Code Section

[16]Tex. Tax Code Section

[17]Tex. Tax Code Section

[18]Tex. Tax Code Section

[19]Tex. Tax Code Section

[20]Tex. Tax Code Section

STEP 2: Voter-Approval Tax Rate

Item 9.

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

1. Maintenance and Operations (M&O) Tax Rate: The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.

2. Debt Rate: The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter Approval Tax Rate Activity	Amount/Rate
28.	2019 M&O tax rate. Enter the 2019 M&O tax rate.	\$.367500
29.	2019 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the No-New-Revenue Tax Rate Worksheet.	4,328,990,317
30.	Total 2019 M&O levy. Multiply Line 28 by Line 29 and divide by \$100	15,909,039
31.	Adjusted 2019 levy for calculating NNR M&O rate. Add Line 31E to Line 30.	15,619,592
	A. 2019 sales tax specifically to reduce property taxes. For cities, counties and hospital districts, enter the amount of additional sales tax collected and spent on M&O expenses in 2019, if any. Other taxing units, enter 0. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent	0
	B. M&O taxes refunded for years preceding tax year 2019. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2019. This line applies only to tax years preceding tax year 2019	12,908
	C. 2019 taxes in TIF: Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2020 captured appraised value in Line 18D, enter 0	302,355
	D. 2019 transferred function: If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in E below. The taxing unit receiving the function will add this amount in E below. Other taxing units enter 0.	0
	E. 2019 M&O levy adjustments. Add A and B, then subtract C. For taxing unit with D, subtract if discontinuing function and add if receiving function	-289,447
32.	Adjusted 2020 taxable value. Enter the amount in Line 25 of the No-New-Revenue Tax Rate Worksheet.	4,240,638,932
33.	2020 NNR M&O rate (unadjusted) Divide Line 31 by Line 32 and multiply by \$100.	0.368331
34.	Rate adjustment for state criminal justice mandate. Enter the rate calculated in C. If not applicable, enter 0.	0.000000
	A. 2020 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.	0
	B. 2019 state criminal justice mandate Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies	0

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Line	Voter Approval Tax Rate Activity	Amount/Rate	Item 9.
	C. Subtract B from A and divide by Line 32 and multiply by \$100	0.000000	
35.	Rate adjustment for indigent health care expenditures Enter the rate calculated in C. If not applicable, enter 0		0.000000
	A. 2020 indigent health care expenditures Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state assistance received for the same purpose	0	
	B. 2019 indigent health care expenditures Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2018 and ending on June 30, 2019, less any state assistance received for the same purpose	0	
	C. Subtract B from A and divide by Line 32 and multiply by \$100	0.000000	
36.	Rate adjustment for county indigent defense compensation Enter the lessor of C and D. If not applicable, enter 0		0.000000
	A. 2020 indigent defense compensation expenditures Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state grants received by the county for the same purpose	0	
	B. 2019 indigent defense compensation expenditures Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2018 and ending on June 30, 2019, less any state grants received by the county for the same purpose	0	
	C. Subtract B from A and divide by Line 32 and multiply by \$100	0.000000	
	D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100	0.000000	
37.	Rate adjustment for county hospital expenditures. Enter the lessor of C and D, if applicable. If not applicable, enter 0.		0
	A. 2020 eligible county hospital expenditures Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2019 and ending on June 30, 2020	0	
	B. 2019 eligible county hospital expenditures Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2018 and ending on June 30, 2019	0	
	C. Subtract B from A and divide by Line 32 and multiply by \$100	0.000000	
	D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100	0.000000	
38.	Adjusted 2020 NNR M&O rate. Add Lines 33, 34, 35, 36, and 37		0.368331
39.	2020 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit If the taxing unit qualifies as a special taxing unit, multiply Line 38 by 1.08 -or- Other Taxing Unit If the taxing unit does not qualify as a special taxing unit, multiply Line 38 by 1.035. -or- Taxing unit affected by disaster declaration If the taxing unit is located in an area declared as disaster area, the governing body may direct the person calculating the voter-approval rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval rate in this manner until the earlier of 1) the second year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, and 2) the third tax year after the tax year in which the disaster occurred. If the taxing unit qualifies under this scenario, multiply Line 38 by 1.08. [27]		0.397797
40.	Total 2020 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses.		

Line	Voter Approval Tax Rate Activity	Amount/Rate
	A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. Enter debt amount	7,699,741
	B. Subtract unencumbered fund amount used to reduce total debt.	491,416
	C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none)	0
	D. Subtract amount paid from other resource	0
	E. Adjusted debt Subtract B, C and D from A	7,208,325
41.	Certified 2019 excess debt collections Enter the amount certified by the collector.	96,592
42.	Adjusted 2020 debt Subtract Line 41 from Line 40E	7,111,733
43.	2020 anticipated collection rate. . If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%	101.35
	A. Enter the 2020 anticipated collection rate certified by the collector	101.35
	B. Enter the 2019 actual collection rate	106.66
	C. Enter the 2018 actual collection rate	103.98
	D. Enter the 2017 actual collection rate	101.35
44.	2020 debt adjusted for collections. Divide Line 42 by Line 43.	7,017,003
45.	2020 total taxable value. Enter the amount on Line 21 of the No-New-Revenue Tax Rate Worksheet.	4,601,196,301
46.	2020 debt rate Divide Line 44 by Line 45 and multiply by \$100.	0.152503
47.	2020 voter-approval tax rate	0.550300
48.	COUNTIES ONLY	
STEP 3 NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales tAx to Reduce Property Taxes		

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
49.	Taxable sales. For taxing units that adopted the sales tax in November 2019 or May 2020, enter the Comptroller's estimate of taxable sales for the previous four quarters. Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2019, skip this line.	0
50.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. Taxing units that adopted the sales tax in November 2019 or in May 2020. Multiply the amount on Line 49 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95[3] -or- Taxing units that adopted the sales tax before November 2019. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	0
51.	2020 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> ..	4,601,196,301
52.	Sales tax adjustment rate. Divide Line 50 by Line 51 and multiply by \$100.	0.000000
53.	2020 NNR tax rate, unadjusted for sales tax.[35] Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$.515548
54.	2020 NNR tax rate, adjusted for sales tax. Subtract Line 52 from Line 55.	\$.515548
55.	2020 voter-approval tax rate, unadjusted for sales tax.[36] Enter the rate from	

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
	Line 47 or Line 48 as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i>	Item 9.
56.	2020 voter-approval tax rate, adjusted for sales tax. Subtract Line 52 from Line 55.	0.550300

[37]Tex. Tax Code Section [38]Tex. Tax Code Section

STEP 4: Additional Rollback Protection for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Activity	Amount/Rate
57.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). [6] Enter the amount certified in the determination letter from TCEQ. The taxing unit shall provide its tax assessor collector with a copy of the letter.[7]	\$0
58.	2020 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i>	\$4,601,196,301
59.	Additional rate for pollution control. Divide Line 57 by Line 58 and multiply by \$100.	0.000000
60.	2020 voter-approval tax rate, adjusted for pollution control. Add Line 59 to one of the following lines (as applicable): Line 47, Line 48 (counties) or Line 56 (taxing units with the additional sales tax).	0.550300

[37]Tex. Tax Code Section

[38]Tex. Tax Code Section

STEP 5: Voter-Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years.[39] In a year where a special taxing unit adopts a rate above the voter-approval tax rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero. Consult with legal counsel to ensure appropriate calculation of the unused increment rate.

For each tax year before 2020, the difference between the adopted tax rate and voter-approval rate is considered zero, therefore the unused increment rate for 2020 is zero.[40]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [41]

Line	Activity	Amount/Rate
61.	2019 unused increment rate. Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	0.000000
62.	2018 unused increment rate. Subtract the 2018 actual tax rate and the 2018 unused increment rate from the 2018 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	0.000000
63.	2017 unused increment rate. Subtract the 2017 actual tax rate and the 2017 unused increment rate from the 2017 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	0.000000
64.	2020 unused increment rate. Add Lines 61, 62 and 63.	0.000000
65.	2020 voter-approval tax rate, adjusted for unused increment rate. Add Line 64 to one of the following lines (as applicable): Line 47, Line 48 (counties), Line 56 (taxing units with the additional sales tax) or Line 60 (taxing units with pollution control).	0.000000

STEP 6: De Minimis Rate

Item 9.

The de minimis rate is the rate equal to the sum of the no=new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.[42]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [41]

Line	Activity	Amount/Rate
66.	Adjusted 2020 NNR M&O tax rate. Enter the rate from Line 38 of the <i>Voter-Approval Tax Rate Worksheet</i>	0.000000
67.	2020 total taxable value Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i>	0
68.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 67 and multiply by \$100.	0.000000
69.	2020 debt rate Enter the rate from Line 46 of the <i>Voter- Approval Tax Rate Worksheet</i>	0.000000
70.	De minimis rate Add Lines 66, 68 and 69.	0.000000

STEP 7: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate	0.515548
Voter-Approval Tax Rate	0.550300
De minimis rate	0.000000

STEP 8: Taxing Unit Representative Name and Signature

print here Karen Thier
 Printed Name of Taxing Unit Representative

sign here Karen Thier
 Taxing Unit Representative

7/31/2020
 Date



PARKS & RECREATION

To: Mayor and Town Council

From: Dudley Raymond, Parks and Recreation Director

Through: Harlan Jefferson, Town Manager
Robyn Battle, Executive Director of Community Services

Re: Town Council Meeting – August 11, 2020

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Halff Associates, Inc., and the Town of Prosper, Texas, related to the Downtown Monument Project (1922-PK).

Description of Agenda Item:

Halff Associates will perform professional design services for the Town of Prosper (“the Town”) to develop the Downtown Monument construction drawings, bidding documents and project administration. Construction documents include structural, MEP, hardscape, landscape, and irrigation for the sign and associated sidewalks and landscaping.

This scope of services and fee schedule are based upon an approximate project budget of \$387,000 as identified by the approved conceptual drawing of the downtown monument sign.

This firm was selected because they performed the work and due diligence on the conceptual drawings of the downtown monument sign.

Budget Impact:

Funding for this contract in the amount of \$66,000 has been budgeted in the Downtown Monument Project (1922-PK) in the Capital Improvement Program. (Acct. No 750-5410-10-00-1922-PK)

Legal Obligations and Review:

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

Attached Documents:

1. Professional Services Agreement
2. Conceptual Drawing
3. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Services Agreement between Halff Associates, Inc., and the Town of Prosper, Texas, related to the Downtown Monument Project.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Services Agreement between Halff Associates, Inc., and the Town of Prosper, Texas, related to the Downtown Monument Project.

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND HALFF ASSCOAITES, INC.
FOR THE DOWNTOWN MONUMENT SIGN DESIGN PROJECT (PRJ#1922-PK)**

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

W I T N E S S E T H:

WHEREAS, Town desires to obtain professional engineering services in connection with the **Downtown Monument Sign Design Project (PRJ#1922-PK)**, hereinafter called "Project";

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of Sixty-Six Thousand Dollars (\$66,000.00) for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

Consultant agrees to submit statements to Town for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and reimbursable expenses incurred, if any, and Town shall endeavor to make prompt payments. Each statement submitted by Consultant to Town shall be reasonably itemized to show the amount of work performed during that period. If Town fails to pay Consultant within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written

notice to Town, suspend professional services until paid.

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

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

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

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

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

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

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

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

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

Halff Associates, Inc.
Kirk M. Wilson, PLA. Team Leader
4000 Fossil Creek Blvd
Fort Worth, TX 76137
kwilson@halff.com

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

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

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

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

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

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

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

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

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

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


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

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

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

HALF ASSOCIATES, INC.

TOWN OF PROSPER, TEXAS

By: 
Signature

Kirk M. Wilson, PLA
Printed Name

Team Leader, Director of LA FTW
Title

08/04/2020
Date

By: _____
Signature

Harlan Jefferson
Printed Name

Town Manager
Title

Date

EXHIBIT A SCOPE OF SERVICES

PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND HALF ASSCOAITES, INC. FOR THE DOWNTOWN MONUMENT SIGN DESIGN PROJECT (PRJ#1922-PK)

I. PROJECT DESCRIPTION

The purpose of this project is for Halff Associates, Inc. (HALFF) to refine the downtown monument signage concept and create contract documents and specifications for the Downtown Monument (PROJECT) Sign in the Town of Prosper, TX (TOWN). The scope will include a base map, and construction documents for structural, landscape and lighting. Base services shall include Landscape Architecture, Structural Design, and MEP Electrical Design. The monument signage will be designed in accordance with the style and form of the design concept selected by the TOWN and with materials that will blend and compliment Windmill Hill and other Town of Prosper monuments.

II. TASK SUMMARY

Task 1 – Project Management.

1. Internal Team Meetings

HALFF shall conduct internal team meetings as required by the project. The internal team meetings will include internal coordination of project processes, program items and schedules.

2. Pre-Design Coordination Meeting

HALFF shall conduct a pre-design coordination meeting with the TOWN to review the previously selected downtown monument sign concept and discuss location and orientation of the proposed sign. The pre-design coordination meeting will be held at the TOWN administrative office.

Meetings: One (01)

3. Design Submittal Review Meetings

HALFF shall conduct a design submittal review meeting with TOWN staff members and the Owner to discuss all comments related to the project at each submittal milestone. All design submittal review meetings will be held at the TOWN office. The meeting and submittal milestones shall be as follows:

- a. 60% Design Drawings – One meeting
- b. 90% Design Drawings - Conference Call
- c. 100% Design Drawings - Conference Call

Meetings: Three Meetings (03) - one in-person, two conference calls

4. Agency Coordination

Agency Coordination with the TOWN, TxDOT, Oncor and other entities to establish the project's goals and objectives, identify parameter for the upcoming planning and design efforts.

Meetings: One (01)

Task 2 – Base Map Preparation.

Compile the digital information provided by the TOWN during the data gathering exercises into a base map for use during the planning and design activities. This base map will illustrate information such as locations of existing streets; existing wet and dry utilities; vegetation; and existing topography

Task 3 – Construction Document Preparation.

Based on the approved Concept Design, HALFF shall prepare, for approval by the TOWN, a complete set of construction documents and specifications as defined below. HALFF shall prepare and print two draft sets (one 11x17 and one 22x34) and one digital pdf file copy of drawings for review and comment. Drawings and specifications shall be submitted at 90% and Final submittal stages as defined in the scope of work. HALFF will provide the following drawings for submittal:

1. **Landscape & Irrigation Plan**
HALFF shall provide a sustainable landscape and irrigation design that promotes native planting, low water usage and minimal maintenance. The landscape will reflect the natural characteristics of its surrounding ecology and native environment. The landscape plan will show all plantings, arrangement of plant materials, mow areas, and landscape berms. The quantity, species, size and spacing of all materials will be specified in a material schedule on the plan. Details for the proper installation of plants will also be included.
HALFF shall design and provide details for the irrigation plan. Upon approval of the landscape plan, we will prepare an irrigation plan that responds to the proposed landscape, being sensitive to the native plant material. The plan will be developed with an emphasis on proper zoning of the system in order to maximize efficient water management. The system will be designed to permit separate watering of turf grass. Details for the proper installation of sprinkler heads, valves, pipe, service connection, controller and other items will be shown on the plan.
2. **Hardscape Plan**
HALFF shall design and provide details for the hardscape plan. Upon approval of the concept plan we will prepare the hardscape plan that responds to the proposed walks and handicap ramps. The quantity, size and spacing of hardscape material will specified and dimensioned. Details for proper installation of hardscape elements will also be included.
3. **Monument Sign Design**
HALFF shall prepare Monument Signage design for the south west corner of Preston Road (SH 289) and E Broadway Street (FM 1193). PROJECT to include preparation of drawings and specifications required for the site monument features including plan view layout, dimension control, section, elevation, details, materials and specifications.
4. **Structural Design**
HALFF shall prepare drawings and specifications required for the proposed gateway monument. Plans shall include layout, including dimension control, section, elevation, details, materials and specifications.
5. **Electrical Design**
HALFF shall prepare lighting and electrical power design and contract documents for the gateway monuments and coordinate power supply needed for irrigation. Services to include lighting design plans and details, fixture selection, coordinate meeting at the site with Utility provider as required design power distribution.

6. Cost Estimating

HALFF shall prepare one preliminary and one final estimate of probable construction cost for items to be included in overall project cost estimates. Estimates shall be prepared utilizing standard cost and/or quantity estimate practices.

Task 4 - Bidding.

1. Attend one pre-bid meeting; meeting time and location to be selected by the Town.
2. Answer and respond to RFI's and Issue Addendums.
3. Review bids received, tabulate and provide written response to Town.

Task 5 – Construction Administration (billed hourly not to exceed).

HALFF shall provide construction administration services to include the following:

1. Answer Contractor's Request for Information (RFI's).
2. Review and respond to construction (shop drawing) submittals;
3. Provide record drawings based on Contractor's site "markups".

Note: Day-to-day construction inspection is excluded from this scope of work and will be the responsibility of the TOWN.

Task 6 – ADA/TAS Accessibility Review.

1. ADA/TAS Accessibility Review
Halff will submit drawings and specifications to the Texas Department of Licensing and Regulations for review of accessibility. We will incorporate any comments received and adjust the plans as needed. This cost will be included as a part of the base fee schedule
2. TDLR Fees
Site Inspection fees payable to TDLR will be paid and delivered with transmittal of the plans to TDLR. Printing of and specifications and shipping will be reimbursable expenses as defined herein

Task 7 – Record Drawings.

Halff shall provide record drawings based on Contractor provided markups. Halff will field-verify plans, including 2 site visits.

Task 8 – Reimbursable Expenses.

Reimbursable Expenses shall include, but are not necessarily limited to expenses for supplies, transportation, equipment, travel, communication, printing of plans and specifications, presentation boards, graphic boards and similar incidentals.

Additional Services.

Additional Services not included in the Proposed Scope of Work will be negotiated with the TOWN as needed. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate. Items that are considered additional services include:

- 1) Additional survey points if TOWN provided survey does not provide complete data.
- 2) Geotech Services.
- 3) Client generated changes to the design once Construction Document Preparation is in progress. Time will be billed at an hourly rate, per a proposal approved by the Client, until the work is at the same level of completion as it was prior to the change.
- 4) Design of areas outside the limits of the project site.
- 5) Preliminary and/or Final Plat
- 6) Additions to the project scope or budget that causes additional work.
- 7) Additional meetings or workshops not identified in the project scope.
- 8) Revisions to the plans requested by the Client after the plans are approved in writing, unless necessitated by discrepancy in the plans.
- 9) Permit fees, filing fees, pro-rated fees, impact fees, taxes, and federal and/or state regulatory agency review fees.
- 10) Design of gas, telephone or other utility improvements.
- 11) Trail plan and/or profile.
- 12) Submittal coordination meetings, except as noted herein.
- 13) Printing of drawings, specification and contract documents except as noted herein.
- 14) Full-time construction inspection.
- 15) Graphic products except as noted herein.
- 16) Quality control and material testing services during construction except for submittal reviews.
- 17) Traffic Engineering reports or studies.
- 18) Traffic control plan (by the contractor).
- 19) Construction staking.
- 20) Design of major existing utility relocations or modifications.
- 21) Negotiations/agreements with adjacent property owners.
- 22) Plat or final plat preparation.
- 23) Analysis or coordination not specifically included in the Scope of Services.
- 24) Any additional work not specifically included in the Proposed Scope of Work will be accomplished as Additional Services.
- 25) Preparation of any special interim sets of Construction documents for phased construction other than previously stated.
- 26) Preparation or submittal of any design calculations.
- 27) As-built drawings or diskettes for the Owner.
- 28) Construction Phase Services not listed under Basic Services.
- 29) Coordination with insurance companies, attorneys, or banking institutions.
- 30) Evaluation or re-design of value engineering proposed by the contractor.
- 31) Additional labor or overtime to complete the project, due to lack of information provided in a timely manner.
- 32) Modifications to documents after documents are issued for construction.
- 33) Modification to documents to meet budgeting constraints of other disciplines.
- 34) Significant design revisions following substantial completion of the Construction Documents, which are not due to design errors or omissions.

III. DELIVERABLES

Task 1 – Project Management	4 meetings
Task 2 – Base Map Preparation	Base map prepared in AutoCAD
Task 3 – Construction Documentation	60%, 90% & 100% plans and estimates.
Task 4 - Bidding	1 Bid Meeting, responses to RFIs and Submittals.
Task 5 – Construction Administration	1 initial site visit, 1 punch list, 1 final site inspection.
Task 6 – ADA/TAS Review	Project registration, 1 site visit during ADA inspection.
Task 7 - Record Drawings	One (1) 22x34 bond copy of the record drawings One (1) 22x34 mylar copy of the record drawings One (1) PDF copy of each sheet of the record drawings One (1) DWG of the record drawings base map

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND HALF ASSCOAITES, INC.
FOR THE DOWNTOWN MONUMENT SIGN DESIGN PROJECT (PRJ#1922-PK)**

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	August 2020	
Task 1 – Project Management	On Going	\$6,500
Task 2 – Base Map Preparation	September 2020-	\$2,000
Task 3 – Construction Documents	January 2021	\$42,500
Task 4 - Bidding	March 2021	\$4,500
Task 5 – Construction Administration	July 2021	\$5,000
Task 6 – ADA/TAS Review	January 2021	\$2,500
Task 7 - Record Drawings	August 2021	\$2,500
Total Compensation		\$65,500

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 1 – Project Management	\$6,500
Task 2 – Base Map Preparation	\$2,000
Task 3 – Construction Documents	\$42,500
Task 4 - Bidding	\$4,500
Task 5 – Construction Administration	\$5,000
Task 6 – ADA/TAS Review	\$2,500
Task 7 - Record Drawings	\$2,500
Total Basic Services:	\$65,500

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

Direct Expenses	Amount
Task 8 - Expenses	\$500
Total Direct Expenses:	\$500

EXHIBIT C INSURANCE REQUIREMENTS

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

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

2. Workers Compensation and Employer's Liability Coverage:

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

3. All Coverages:

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

4. Professional Liability and / or Errors and Omissions:

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE


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

Certificate holder to be listed as follows:

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

EXHIBIT E

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY Date Received
1 Name of vendor who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed.		
NA _____ 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.		
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
NA		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7  Signature of vendor doing business with the governmental entity		8/4/2020 Date

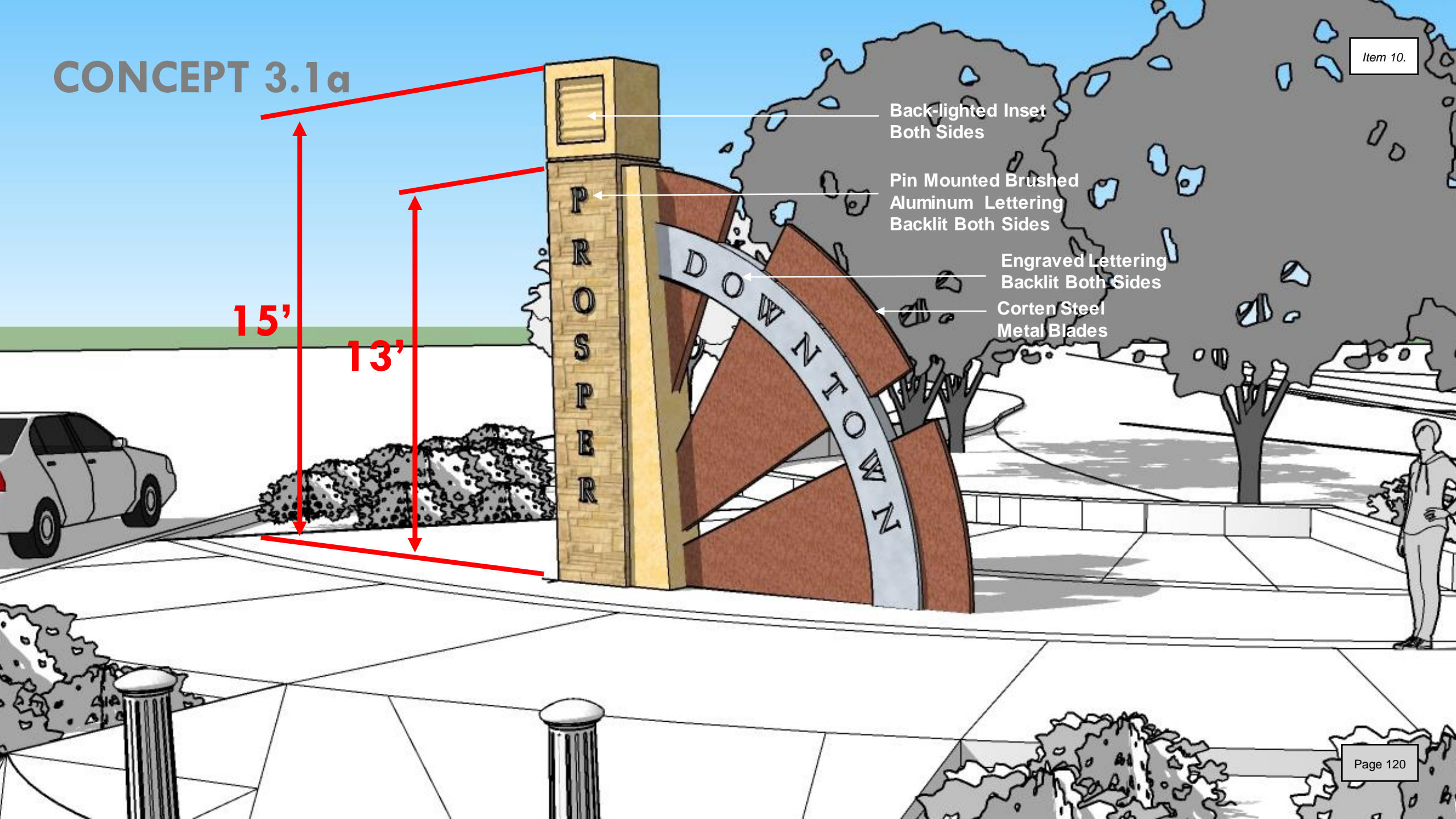
Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

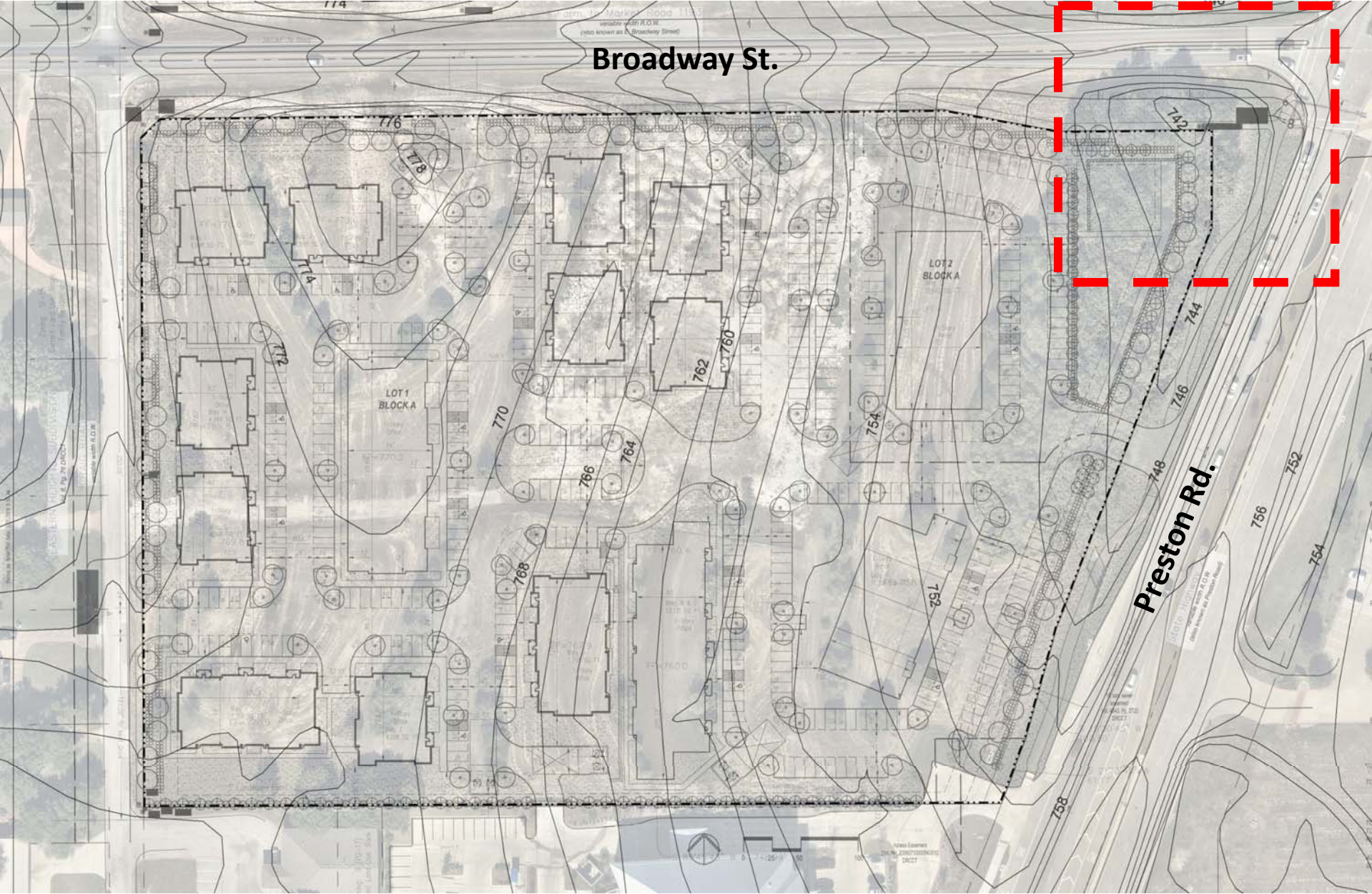
CONCEPT 3.1a

Item 10.



BROADWAY ST. & PRESTON RD.

Monument Location





ENGINEERING SERVICES

To: Mayor and Town Council

From: Hulon T. Webb, Jr, Director of Engineering Services

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

Re: Town Council Meeting – August 11, 2020

Agenda Item:

Consider and act upon authorizing the Town Manager to execute an Agreement to Contribute Right of Way Funds between the Texas Department of Transportation and the Town of Prosper, Texas, related to the construction of FM 1461 (Frontier Parkway) from SH 289 (Preston Road) to west of County Road 166.

Description of Agenda Item:

In order for the Texas Department of Transportation to construct FM 1461 (Frontier Parkway) from SH 289 (Preston Road) to west of County Road 166, the state will soon begin acquiring the necessary right-of-way and adjusting existing utilities to prepare for the widening of the roadway. In accordance with state funding participation, defined in Title 43 of the Texas Administrative Code, the Town of Prosper is required to provide a local match equal to ten percent (10%) of the estimated \$3,853,675 cost of the right-of-way to be acquired by the state within the Town limits of Prosper. The agreement attached is a standard state agreement that obligates the Town to participate in the funding of the right-of-way acquisition.

Budget Impact:

In accordance with the attached agreement, the Town of Prosper is obligated to provide to the state \$385,367.50 on the following schedule:

- \$0 with execution of agreement
- \$77,073.50 on or before November 1, 2020
- \$77,073.50 on or before November 1, 2021
- \$77,073.50 on or before November 1, 2022
- \$77,073.50 on or before November 1, 2023
- \$77,073.50 on or before November 1, 2024

The initial payment of \$77,073.50 will be included in the FY 2021 Adopted Budget (Account Number 660-6410-50-00-1938-ST). Subsequent payments will be budgeted in subsequent years.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has previously reviewed the TxDOT standard agreement as to form and legality.

Attached Documents:

1. Agreement to Contribute Right of Way Funds

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute an Agreement to Contribute Right of Way Funds between the Texas Department of Transportation and the Town of Prosper, Texas, related to the construction of FM 1461 (Frontier Parkway) from SH 289 (Preston Road) to west of County Road 166.

Proposed Motion:

I move to authorize the Town Manager to execute an Agreement to Contribute Right of Way Funds between the Texas Department of Transportation and the Town of Prosper, Texas, related to the construction of FM 1461 (Frontier Parkway) from SH 289 (Preston Road) to west of County Road 166.

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STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, (the “**State**”), and The Town of Prosper, Texas, acting through its duly authorized officials (the “**Local Government**”).

WITNESSETH

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. FM 1461 from SH 289 to West of CR 166, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the “**Project**”); and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

WHEREAS, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20 , which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW THEREFORE, the State and the Local Government do agree as follows:

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AGREEMENT

1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
- B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:
 - 1. site conditions change;
 - 2. work requested by the Local Government is ineligible for federal participation; or
 - 3. the adjustment is mutually agreed on by the State and the Local Government.
- C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of

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the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

4. Real Property in Lieu of Monetary Payment

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.
- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State

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may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

- C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

6. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

Local Government:	State:
<u>Harlan Jefferson, Town Manager</u>	Director of Right of Way Division
<u>Attn: Hulon T. Webb, Jr.</u>	Texas Department of Transportation
<u>250 W. First Street</u>	125 E. 11 th Street
<u>Prosper, Texas 75078</u>	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

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7. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

8. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

12. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

13. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway

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Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

14. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

15. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

16. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

17. Applicability of Federal Provisions

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

18. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

19. Disadvantaged Business Enterprise (DBE) Program Requirements

- A.** The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.

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- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this

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contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the

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distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:

- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

23. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://txdot.gov/inside-txdot/office/audit/contact.html>
- C. If expenditures are less than \$750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Rose Wheeler
Contracts & Finance Director
Right of Way Division
Texas Department of Transportation

Date

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CCSJ # 1973-01-015
Federal Project #: - - -
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

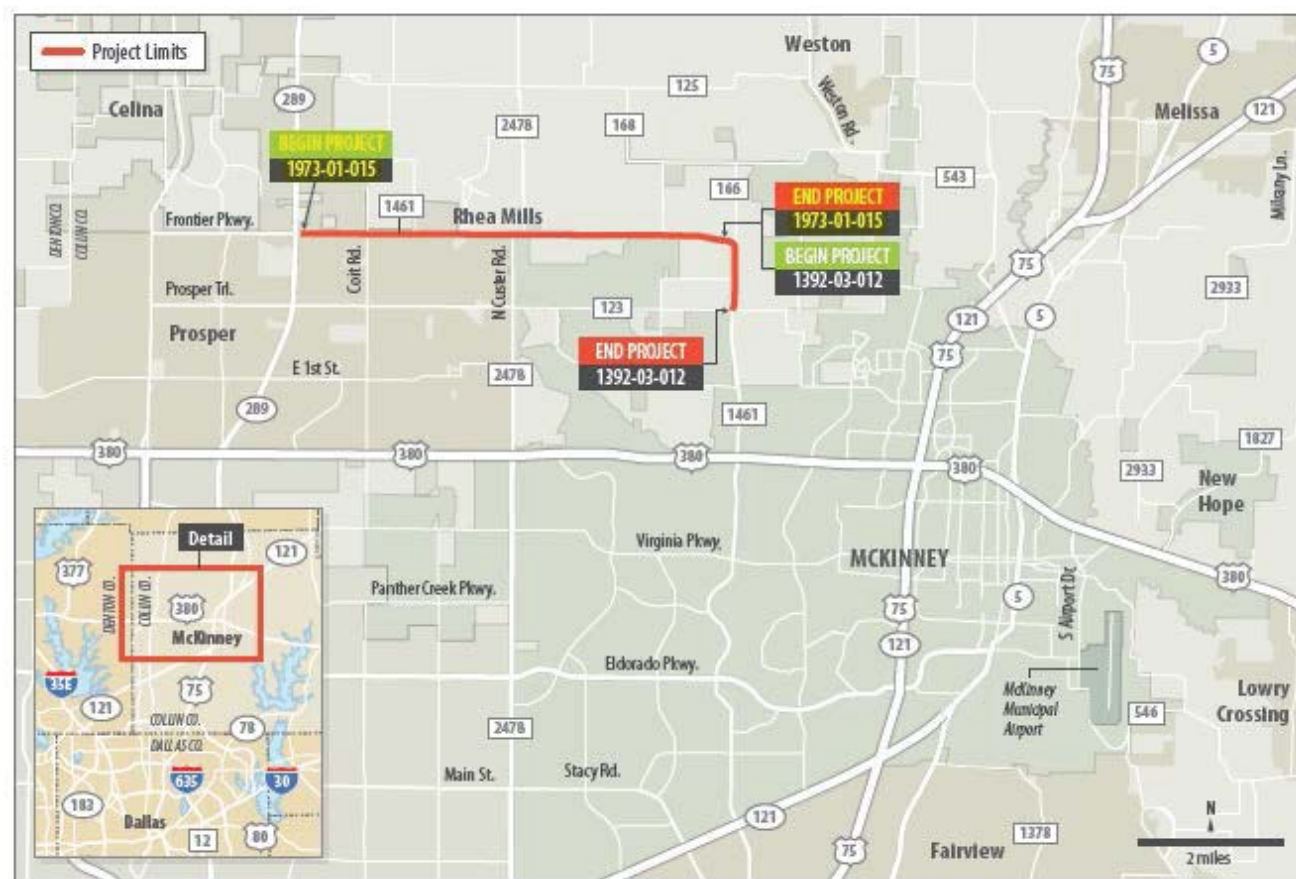
Item 11.

ATTACHMENT A
RESOLUTION OR ORDINANCE

County Collin
 District Dallas
 ROW CSJ 1973-01-018
 CCSJ # 1973-01-015
 Federal Project #: ---
 CFDA Title: Highway Planning & Construction
 CFDA # 20.205
 Federal Highway Administration
 Not Research and Development

Item 11.

ATTACHMENT B LOCATION MAP SHOWING PROJECT



County Collin
District Dallas
ROW CSJ 1973-01-018
CCSJ # 1973-01-015
Federal Project #: - - -
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

Item 11.

ATTACHMENT C

PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE



County	Collin
District	Dallas District
ROW CSJ #	1973-01-018
CCSJ #	1973-01-015

Federal Project #	
CFDA Title: <u>Highway Planning and Construction</u>	
FHWA CFDA # 20.205	
Federal Highway Administration	
Not Research and Development	

Standard Agreement to Contribute
State Performs Work
Periodic Payments
Attachment C

Description	Total Estimated Cost	Participation				Total % (should be 100%)
		State		Local		
		%	Cost	%	Cost	
Right of Way Acquisition	\$2,758,913.00	90.0%	\$2,483,021.70	10.0%	\$275,891.30	100.0%
Reimbursable Utility Adjustments	\$1,094,762.00	90.0%	\$985,285.80	10.0%	\$109,476.20	100.0%
Joint Bid - Reimbursable Utility Adjustments						0.0%
TOTAL	\$3,853,675.00		\$3,468,307.50		\$385,367.50	

Fixed Amount

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.

Local Government requested approval for periodic payments of its funding obligation pursuant to 43 TAC §15.52 and the executive Director has approved the request. Attached is completed Special Approval Form - DED Approval.

Period payment schedule:

Initial payment by the Local Government to the State with execution of this agreement. \$0.00

Dollars \$77,073.50 on or before November 1, 2020

Dollars \$77,073.50 on or before November 1, 2021

Dollars \$77,073.50 on or before November 1, 2022

Dollars \$77,073.50 on or before November 1, 2023

Dollars \$77,073.50 on or before November 1, 2024

PLANNING



To: Mayor and Town Council

From: Alex Glushko, AICP, Planning Manager

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

Re: Town Council Meeting – August 11, 2020

Agenda Item:

Consider and act upon an ordinance amending the Zoning Ordinance regarding Permitted Uses and Definitions, and Development Requirements, including but not limited to Landscaping, Parking, Screening, and Non-Residential Design and Development Standards. (Z20-0010).

Description of Agenda Item:

On May 26, 2020, by a vote of 6-0, the Town Council approved proposed amendment to the Zoning Ordinance, including the following Sections and/or topics:

1. Administrative Updates;
2. Land Use Chart and Conditional Development Standards;
3. Definitions;
4. Landscaping;
5. Parking and Loading;
6. Screening, Fences, and Walls;
7. Non-Residential Design and Development; and
8. Additional and Supplemental Regulations.

An ordinance has been prepared accordingly. In addition, the summary table outlining the proposed amendments that was included in the May 26, 2020 Council packet is also attached or reference.

Of note, during the Public Hearing discussion related to the Land Use Chart, the topic of the “Licensed Massage” use arose. Staff proposed the use be permitted in the Downtown Office (DTO) District; however, Council expressed concerns about potential ancillary services related to the use. For reference, the current definition is as follows:

“Massage Therapy, Licensed - Any place of business in which massage therapy is practiced by a massage therapist, as defined and licensed by State law. “Massage therapy,” as a health care service, means the manipulation of soft tissue for therapeutic purposes. The term includes, but is not limited to, effleurage (stroking), petrissage (kneading), tapotement (percussion), compression, vibration, friction, nerve strokes, and Swedish gymnastics, either by hand or with mechanical or

electrical apparatus for the purpose of body massage. Massage therapy may include the use of oil, salt glows, heat lamps, hot and cold packs, tub, shower or cabinet baths. Equivalent terms for “massage therapy” are massage, therapeutic massage. Massage and “therapeutic” do not include diagnosis, the treatment of illness or disease, or any service or procedure for which a license to practice medicine, chiropractic, physical therapy, or podiatry is required by law.”

Upon consultation with the Town Attorney, staff believes the zoning definition is sufficient for the purpose of defining and limiting activities related to licensed massage therapy.

Attached Documents:

1. Ordinance
2. Zoning Ordinance (Redlines)
3. Zoning Ordinance (Final Version)
4. Summary Table

Legal Obligations and Review:

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

Town Staff Recommendation:

Staff recommends the Town Council approve an ordinance amending the Zoning Ordinance regarding Permitted Uses and Definitions, and Development Requirements, including but not limited to Landscaping, Parking, Screening, and Non-Residential Design and Development Standards.

Proposed Motion:

I move to approve an ordinance amending the Zoning Ordinance regarding Permitted Uses and Definitions, and Development Requirements, including but not limited to Landscaping, Parking, Screening, and Non-Residential Design and Development Standards.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2020-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING THE TOWN'S ZONING ORDINANCE, BY REPEALING EXISTING SECTION 1, "USE OF LAND AND BUILDINGS," OF CHAPTER 3, "PERMITTED USES AND DEFINITIONS," AND REPLACING IT WITH A NEW SECTION 1, "USE OF LAND AND BUILDINGS," OF CHAPTER 3, "PERMITTED USES AND DEFINITIONS"; REPEALING EXISTING SECTION 2, "DEFINITIONS," OF CHAPTER 3, "PERMITTED USES AND DEFINITIONS," AND REPLACING IT WITH A NEW SECTION 2, "DEFINITIONS," OF CHAPTER 3, "PERMITTED USES AND DEFINITIONS"; REPEALING EXISTING SECTION 1, "SITE PLAN PROCESS," OF CHAPTER 4, "DEVELOPMENT REQUIREMENTS," AND REPLACING IT WITH A NEW SECTION 1, "SITE PLAN PROCESS," OF CHAPTER 4, "DEVELOPMENT REQUIREMENTS"; REPEALING EXISTING SECTION 2, "LANDSCAPING," OF CHAPTER 4, "DEVELOPMENT REQUIREMENTS," AND REPLACING IT WITH A NEW SECTION 2, "LANDSCAPING," OF CHAPTER 4, "DEVELOPMENT REQUIREMENTS"; REPEALING EXISTING SECTION 4, "PARKING AND LOADING," OF CHAPTER 4, "DEVELOPMENT REQUIREMENTS," AND REPLACING AND RENAMING IT WITH A NEW SECTION 4, "PARKING, CIRCULATION, AND ACCESS," OF CHAPTER 4, "DEVELOPMENT REQUIREMENTS"; REPEALING EXISTING SECTION 5, "SCREENING FENCES AND WALLS," OF CHAPTER 4, "DEVELOPMENT REQUIREMENTS," AND REPLACING IT WITH A NEW SECTION 5, "SCREENING FENCES AND WALLS," OF CHAPTER 4, "DEVELOPMENT REQUIREMENTS"; REPEALING EXISTING SECTION 8, "NON-RESIDENTIAL DESIGN AND DEVELOPMENT," OF CHAPTER 4, "DEVELOPMENT REQUIREMENTS," AND REPLACING AND RENAMING IT WITH A NEW SECTION 8, "NON-RESIDENTIAL AND MULTIFAMILY DESIGN AND DEVELOPMENT," OF CHAPTER 4, "DEVELOPMENT REQUIREMENTS"; REPEALING EXISTING SECTION 9, "ADDITIONAL AND SUPPLEMENTAL," OF CHAPTER 4, "DEVELOPMENT REQUIREMENTS," AND REPLACING IT WITH A NEW SECTION 9, "ADDITIONAL AND SUPPLEMENTAL," OF CHAPTER 4, "DEVELOPMENT REQUIREMENTS"; PROVIDING FOR A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after public notice and public hearing as required by law, the Planning and Zoning Commission of the Town of Prosper, Texas, has recommended amending the Town's Zoning Ordinance (Z20-0010) to encompass those amendments as set forth herein; and

WHEREAS, after public notice and public hearing as required by law, and upon due deliberation and consideration of the recommendation of said Planning and Zoning Commission and of all testimony and information submitted during said public hearing, the Town Council of the Town of Prosper, Texas, has determined that it is in the public's best interest and in furtherance of the health, safety, morals, and general welfare of the citizens of the Town to amend the Town's Zoning Ordinance as set forth herein.

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

SECTION 1

All of the above premises are hereby found to be true and correct legislative and factual findings of the Town of Prosper, and they are hereby approved and incorporated into the body of this Ordinance as if restated herein in their entirety.

SECTION 2

From and after the effective date of this Ordinance, these amendments to the Town's Zoning Ordinance, as referenced in the caption of this Ordinance, are hereby adopted, as more fully described in Exhibit A, attached hereto and incorporated by reference.

SECTION 3

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

SECTION 4

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, and any remaining portions of said ordinances shall remain in full force and effect.

SECTION 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 two thousand dollars (\$2,000.00) for each offense.

SECTION 6

This Ordinance shall become effective from and after its adoption and publication as required by law; however, the provisions of this Ordinance shall not be applicable to any residential development or tract of land for which one or more final plats has been approved by the Town as of the effective date of this Ordinance.

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE
TOWN OF PROSPER, TEXAS, ON THIS 11TH DAY OF AUGUST, 2020.**

Ray Smith, Mayor

ATTEST:

Melissa Lee, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

CHAPTER 3 – PERMITTED USES AND DEFINITIONS
SECTION 1 – USE OF LAND AND BUILDINGS

SECTION 1
USE OF LAND AND BUILDINGS

1.1 USES PERMITTED BY DISTRICT

- A. Land and buildings in each of the zoning districts may be used for any of the indicated uses but no land shall hereafter be used, and no building or structure shall hereafter be erected, altered, or converted, which is arranged or designed or used for other than those uses specified as permitted uses in the district in which it is located, according to the Chapter 3, Section 1.3 and in accordance with Chapter 1, Section 3 and the provisions of this Ordinance.

- B. Legend for Schedule of Uses in Section 1.3

●	Use is permitted in district indicated
	Use is prohibited in district indicated
S	Use is permitted in district upon approval of a specific use permit
1	Use is permitted in the district indicated if conditional development standards or limitations in the corresponding numeric end note in Chapter 3, Section 1.4 are complied with

- C. If a use is not on the Schedule of Uses, it is prohibited subject to compliance with Section 1.2 below.

1.2 CLASSIFICATION OF NEW AND UNLISTED USES

It is recognized that new types of land use will develop and forms of land use not presently anticipated may seek to locate in the Town. In order to provide for such changes and contingencies, a determination as to the appropriate classification of any new or unlisted form of land use shall be made as follows:

- A. The Building Official shall refer the question concerning any new or unlisted use to the Planning & Zoning Commission requesting an interpretation as to the zoning classification into which such use should be placed. The referral of the use interpretation question shall be accompanied by a statement of facts listing, among other things, the nature of the use and whether it involves dwelling activity, sales, processing, type of product, storage, anticipated employment, transportation requirements, the amount of noise, odor, fumes, dust, toxic material, and vibration likely to be generated and the general requirements for public utilities such as water and sanitary sewer.
- B. The Planning & Zoning Commission shall consider the nature and described performance of the proposed use and its compatibility with the uses permitted in the various districts and recommend to the Town Council the zoning district(s), use, and classification.
- C. The Planning & Zoning Commission shall transmit its recommendations to the Town Council as to the zoning district(s), use, and classification proposed for any new or unlisted use. The Town Council shall make such determination concerning the zoning district(s) and classification of such use as it determines appropriate.
- D. Standards for new and unlisted uses may be interpreted as those of a similar use. When determination of the minimum requirements cannot be readily ascertained, the same process outlined in Chapter 3, Section 1.2 (1-3) shall be followed for determination of the new standards.

1.3 SCHEDULE OF USES

The Schedule of Uses appears on the following charts. (~~Ord 13-48; 9-10-13, & Ord 15-74; 12-08-15, & Ord 2020-##; 08-11-2020~~)

CHAPTER 3 – PERMITTED USES AND DEFINITIONS
SECTION 1 – USE OF LAND AND BUILDINGS

SECTION 1.3(A) RESIDENTIAL USES	Residential Districts						Non-Residential Districts									
	A - Agricultural	SF – Single Family (E – 10)	DTSF – Downtown SF	TH - Townhome	2F – Two Family	MF – Multifamily	MH – Mobile Home	O – Office	DTO – Downtown Office	NS – Neighborhood Service	DTR – Downtown Retail	R – Retail	DTC – Downtown Commercial	C – Commercial	CC – Commercial Corridor	I – Industrial

[illegible]

CHAPTER 3 – PERMITTED USES AND DEFINITIONS
SECTION 1 – USE OF LAND AND BUILDINGS

SECTION 1.3(B) ACCESSORY AND INCIDENTAL USES	Residential Districts						Non-Residential Districts									
	A - Agricultural	SF – Single Family (E – 10)	DTSF – Downtown SF	TH - Townhome	2F – Two Family	MF – Multifamily	MH – Mobile Home	O – Office	DTO – Downtown Office	NS – Neighborhood Service	DTR – Downtown Retail	R – Retail	DTC – Downtown Commercial	C – Commercial	CC – Commercial Corridor	I – Industrial

[illegible]

CHAPTER 3 – PERMITTED USES AND DEFINITIONS
SECTION 1 – USE OF LAND AND BUILDINGS

[illegible]

CHAPTER 3 – PERMITTED USES AND DEFINITIONS
SECTION 1 – USE OF LAND AND BUILDINGS

SECTION 1.3(D) TRANSPORTATION, UTILITY, AND COMMUNICATIONS USES	Residential Districts						Non-Residential Districts									
	A - Agricultural	SF – Single Family (E – 10)	DTSF – Downtown SF	TH - Townhome	2F – Two Family	MF – Multifamily	MH – Mobile Home	O – Office	DTO – Downtown Office	NS – Neighborhood Service	DTR – Downtown Retail	R – Retail	DTC – Downtown Commercial	C – Commercial	CC – Commercial Corridor	I – Industrial

[illegible]

CHAPTER 3 – PERMITTED USES AND DEFINITIONS
SECTION 1 – USE OF LAND AND BUILDINGS

SECTION 1.3(E) OFFICE AND PROFESSIONAL USES	Residential Districts						Non-Residential Districts									
	A - Agricultural	SF – Single Family (E – 10)	DTSF – Downtown SF	TH - Townhome	2F – Two Family	MF – Multifamily	MH – Mobile Home	O – Office	DTO – Downtown Office	NS – Neighborhood Service	DTR – Downtown Retail	R – Retail	DTC – Downtown Commercial	C – Commercial	CC – Commercial Corridor	I – Industrial

[illegible]

CHAPTER 3 – PERMITTED USES AND DEFINITIONS
SECTION 1 – USE OF LAND AND BUILDINGS

SECTION 1.3(F) RETAIL USES	Residential Districts						Non-Residential Districts									
	A - Agricultural	SF – Single Family (E – 10)	DTSF – Downtown SF	TH - Townhome	2F – Two Family	MF – Multifamily	MH – Mobile Home	O – Office	DTO – Downtown Office	NS – Neighborhood Service	DTR – Downtown Retail	R – Retail	DTC – Downtown Commercial	C – Commercial	CC – Commercial Corridor	I – Industrial

[illegible]

CHAPTER 3 – PERMITTED USES AND DEFINITIONS
SECTION 1 – USE OF LAND AND BUILDINGS

SECTION 1.3(G) SERVICE USES	Residential Districts							Non-Residential Districts								
	A - Agricultural	SF – Single Family (E – 10)	DTSF – Downtown SF	TH - Townhome	2F – Two Family	MF – Multifamily	MH – Mobile Home	O – Office	DTO – Downtown Office	NS – Neighborhood Service	DTR – Downtown Retail	R – Retail	DTC – Downtown Commercial	C – Commercial	CC – Commercial Corridor	I – Industrial

Alcoholic Beverage Establishment												30		30	30	
Artisan's Workshop										•	•	•	•	•	•	
Bank, Savings and Loan, or Credit Union								•	•	•	•	•	•	•	•	•
Beauty Salon/Barber Shop									•	•	•	•	•	•	•	
Bed and Breakfast Inn	S	S	S					S	S	S	•	•	•	•		
Body Art Studio																19
Business Service								•	•		•	•	•	•	•	•
Cabinet/Upholstery Shop													•	•	•	•
Campground or Recreational Vehicle Park	S						S									
Catering (Ord. 2020-##: 08-11-2020)									•	•	•	•	•	•		
Child Care Center, Licensed (Ord. No. 18-39; 05-22-18)	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	
Child Care Center, Home (Ord. No. 18-39; 05-22-18)	21	21	21													
Child Care Center, Incidental (Ord. No. 18-39; 05-22-18)								S	S		S		S	S	S	
Commercial Amusement, Indoor								•	•		•	•	•	•	•	•
Commercial Amusement, Outdoor												S	S	S	S	S
Contractor's Shop and/or Storage Yard														•		•
Day Care Center, Adult	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	
Dry Cleaning, Major														•		•
Dry Cleaning, Minor								•	•	•	•	•	•	•	•	•
Fairgrounds/Exhibition Area														S	S	S
Food Truck Park (Ord. 2020-##: 08-11-2020)											49	49	49	49		
Fortune Teller/Psychic																•
Funeral Home (Ord. 15-74; 12-08-15)													33	33	33	33
Furniture Restoration (Ord. 15-74; 12-08-15)										•	•	•	•	•	•	•
Golf Course and/or Country Club	•	•		•	•	•	•	•		•		•		•	•	•
Gymnastics/Dance Studio									•	•	•	•	•	•	•	
Health/Fitness Center								•	•	S	•	•	•	•	•	•
Hotel, Full Service (Ord. 15-74; 12-08-15)											22	22	22	22	22	
Hotel, Limited Service (Ord. 15-74; 12-08-15)											23	23	23	23	23	
Hotel, Residence/Extended Stay (Ord. 15-74; 12-08-15)												24		24	24	

CHAPTER 3 – PERMITTED USES AND DEFINITIONS
SECTION 1 – USE OF LAND AND BUILDINGS

Indoor Gun Range												S	S	●
Laundromat								●		●	●	●	●	

SECTION 1.3(G) SERVICE USES (CONTINUED)	Residential Districts						Non-Residential Districts									
	A – Agricultural	SF – Single Family (E – 10)	DTSF – Downtown SF	TH - Townhome	2F – Two Family	MF – Multifamily	MH – Mobile Home	O – Office	DTO – Downtown Office	NS – Neighborhood Service	DTR – Downtown Retail	R – Retail	DTCC – Downtown Commercial	C – Commercial	CC – Commercial Corridor	I – Industrial

[illegible]

CHAPTER 3 – PERMITTED USES AND DEFINITIONS
SECTION 1 – USE OF LAND AND BUILDINGS

SECTION 1.3(H) AUTOMOBILE AND RELATED USES	Residential Districts						Non-Residential Districts									
	A - Agricultural	SF – Single Family (E – 10)	DTSF – Downtown SF	TH - Townhome	2F – Two Family	MF – Multifamily	MH – Mobile Home	O – Office	DTO – Downtown Office	NS – Neighborhood Service	DTR – Downtown Retail	R – Retail	DTC – Downtown Commercial	C – Commercial	CC – Commercial Corridor	I – Industrial

[illegible]

CHAPTER 3 – PERMITTED USES AND DEFINITIONS
SECTION 1 – USE OF LAND AND BUILDINGS

SECTION 1.3(f) WHOLESALE USES	Residential Districts						Non-Residential Districts									
	A - Agricultural	SF – Single Family (E – 10)	DTSF – Downtown SF	TH - Townhome	2F – Two Family	MF – Multifamily	MH – Mobile Home	O – Office	DTO – Downtown Office	NS – Neighborhood Service	DTR – Downtown Retail	R – Retail	DTC – Downtown Commercial	C – Commercial	CC – Commercial Corridor	I – Industrial

[illegible]

CHAPTER 3 – PERMITTED USES AND DEFINITIONS
SECTION 1 – USE OF LAND AND BUILDINGS

SECTION 1.3(J) MANUFACTURING AND INDUSTRIAL USES	Residential Districts						Non-Residential Districts									
	A - Agricultural	SF – Single Family (E – 10)	DTSF – Downtown SF	TH - Townhome	2F – Two Family	MF – Multifamily	MH – Mobile Home	O – Office	DTO – Downtown Office	NS – Neighborhood Service	DTR – Downtown Retail	R – Retail	DTC – Downtown Commercial	C – Commercial	CC – Commercial Corridor	I – Industrial

[illegible]

1.4 Conditional Development Standards**1. Private Street Development**

Private Street Developments are subject to provisions of the Thoroughfare and Circulation Design Requirements ordinance, as it exists or may be amended. Private Street Developments are permitted by Specific Use Permit in the referenced districts. Private Street Developments that exist as of the adoption of the Thoroughfare and Circulation Design Requirements ordinance (May 10, 2005), and properties that are zoned by a planned development that permits Private Street Developments are excluded from the requirement for a Specific Use Permit. In considering a request for a Specific Use Permit for a Private Street Development, the Town Council shall use any of the following criteria:

a) New Development

- 1) Non-disruption of planned public roadways or facilities/projects (thoroughfares, parks, park trails, public pedestrian pathways, etc.);
- 2) Non-disruption to and from properties of future developments either on-site or off-site to the proposed subdivision;
- 3) No negative effect on traffic circulation on public streets;
- 4) No impairment of access to and from public facilities including schools or parks;
- 5) Adequate and timely provision of essential municipal services (emergency services, water/sewer improvements or maintenance, etc.);
- 6) Existence of natural and/or man-made boundaries around the development (creeks, floodplain, golf courses, parks); and/or
- 7) Absence of a concentration of Private Street Developments in the vicinity of the requested Private Street Development.
- 8) And any other criteria deemed appropriate by the Town Council

b) Conversion of existing subdivision to private streets

- 1) Criteria would include all the issues and procedures involved with new developments;
- 2) Petition signed by one hundred percent (100%) of the owners in the existing subdivision requesting approval to convert to private streets;
- 3) Formation of a property owners' association, if none exists, that would be responsible for owning and maintaining the converted streets and right-of-ways;
- 4) Replatting of existing subdivision to reflect changes; and/or
- 5) Applicant agreeing to contract with the Town for purchase of the converted infrastructure and rights-of-way from the Town.

2. Single Family Dwelling, Detached

Single family dwellings, detached may be developed in the referenced districts using the minimum development standards for the SF residential districts. The district standards selected shall be indicated on the preliminary and final plats for the property to be developed as single family dwellings, detached.

3. Gas Pumps

Gas pumps shall be subject to the following development standards:

CHAPTER 3 – PERMITTED USES AND DEFINITIONS
SECTION 1 – USE OF LAND AND BUILDINGS

- a) Gas Pumps are permitted only within two hundred feet (200') of the right-of-way lines of intersecting major thoroughfares;
- b) Gas Pumps are permitted at a maximum of two (2) corners at an intersection of two (2) major thoroughfares;
- c) Canopies shall have pitched roofs;
- d) Canopy support columns shall be entirely masonry encased;
- e) A raised landscape planter of the same material as the masonry columns shall be provided at both ends of all pump islands. Raised landscape planters shall be between eighteen inches (18") and twenty-four inches (24") tall and a minimum of four feet (4') wide and four feet (4') long;
- f) Raised planters shall be landscaped with a combination of shrubs and ground cover as approved by the Director of Planning, or his/her Designee.
- g) Landscape island(s) totaling a length equal to fifty percent (50%) of the canopy perimeter and a minimum of six feet (6') wide shall be provided for screening and traffic flow purposes. These areas shall have a minimum of one (1) ornamental tree per twelve (12) linear feet or portion thereof and one (1) five (5) gallon shrub per one (1) linear foot arranged as approved by the Director of Planning, or his/her Designee.
- h) Use shall be removed if closed for more than six (6) months; and
- i) The canopy band face shall be of a color consistent with the main structure or an accent color and may not be backlit.

4. Homebuilder Marketing Center

Shall be used only to market homes/lots in the development where it is located when located in a residential zoning district. The use must be removed when all homes/lots in the development have been sold.

5. Home Occupation (Ord. No. 18-39: 05-22-18)

A home occupation, in districts where allowed, shall meet the following standards to maintain the residential character of the neighborhood while providing opportunities for home-based businesses:

- a) Unless specifically permitted by this section, home occupations shall be conducted entirely within the main building.
- b) The home occupation shall be clearly incidental and secondary to the use of the premises for residential purposes.
- c) Home occupations shall not produce any alteration or change in the exterior appearance of the residence which is inconsistent with the typical appearance of a residential dwelling.
- d) No external evidence of the occupation shall be detectable at any lot line, including advertising, signs, smoke, dust, noise, fumes, glare, vibration, or electrical disturbance beyond the property line.
- e) No exterior storage of material, equipment, vehicles, and/or supplies used in conjunction with the home occupation.
- f) No storage of hazardous materials for business purposes shall be allowed on the premises.
- g) The home occupation shall not have a separate entrance.

CHAPTER 3 – PERMITTED USES AND DEFINITIONS
SECTION 1 – USE OF LAND AND BUILDINGS

- h) Not more than two (2) patron- or business-related vehicles shall be present at any one time, and the proprietor shall provide adequate off-street parking for such vehicles. A business-related vehicle is one with a sign relating to the home occupation displayed on the exterior of the vehicle.
- i) A maximum of one (1) commercial vehicle, capacity one (1) ton or less, may be used or parked on the property in connection with the home occupation. The commercial vehicle shall not be parked on the street.
- j) The home occupation shall not require regular or frequent deliveries by large delivery trucks or vehicles in excess of one and one-half (1½) tons. This shall not be construed to prohibit deliveries by commercial package delivery companies.
- k) The home occupation shall not display advertising signs or other visual or audio devices which call attention to the business use.
- l) Merchandise shall not be offered or displayed for sale on the premises. Sales incidental to a service shall be allowed; and orders previously made via the telephone, internet, or at a sales party may be filled on the premises.
- m) No traffic shall be generated by a home occupation in greater volumes than normally expected in a residential neighborhood, and any need for parking must be accommodated within the off-street parking provided for the residence (i.e. the driveway or garage) and along the street frontage of the lot.
- n) The home occupation shall prohibit more than one (1) non-resident employee from regularly visiting the home for purposes related to the business.
- o) The home occupation shall not offer a ready inventory of any commodity for sale.
- p) The home occupation shall not accept clients or customers before 7:00 a.m. or after 10:00 p.m. This limitation on hours of operation shall not apply to allowed child care home occupations. Hours of operation shall be limited to 8:00 a.m. to 8:00 p.m. for outdoor activities.
- q) Outdoor activities are not allowed, unless the activities are screened from neighboring property and public rights-of-way.
- r) Uses permitted as home occupations shall include the following:
 - (1) Office of an accountant, architect, attorney, engineer, realtor, minister, rabbi, clergyman, or similar profession;
 - (2) Office of a salesman or manufacturer's representative, provided that no retail or wholesale transactions or provision of services may be personally and physically made on premises;
 - (3) Author, artist, sculptor;
 - (4) Dressmaker, seamstress, tailor, milliner;
 - (5) Music/dance teacher, tutoring, or similar instruction, provided that no more than three (3) pupils may be present at any one time;
 - (6) Swimming lessons or water safety instruction provided that a maximum of six (6) pupils may be present at any one time;
 - (7) Home crafts, such as weaving, model making, etc.
 - (8) Child Care: Licensed Child Care Home and Registered Child Care Home. Homes with seven (7) or more children shall meet the Town's building and/or fire codes.
 - (9) Community home and other residential care facility that qualifies as a community home under the Community Homes for Disabled Persons Location Act, Chapter 123 of the Texas Human

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Resources Code and as amended, provided such facilities meet the requirements set out within this Ordinance;

- (10) Internet based businesses; and
 - (11) Food Production Operations that produce non-potentially hazardous food. Examples of non-potentially hazardous foods include; bread, rolls, biscuits, sweet breads, muffins, cakes, pastries, cookies, fruit pies, jams, jellies, dried fruit and vegetables, pickles, and dry herbs.
- s) Uses prohibited as home occupations shall include, but are not limited to the following:
- (1) Animal hospital, commercial stable, kennel;
 - (2) Hair or Nail Salon/Barbershop;
 - (3) Boarding house or rooming house;
 - (4) Schooling or instruction with more than five (5) pupils;
 - (5) Restaurant or the sale of on premise food/beverage consumption of any kind;
 - (6) Automobile, boat, or trailer repair, small engine or motorcycle repair, large appliance repair, repair of any items with internal combustion engines, or other repairs shops;
 - (7) Cabinetry, metal work, or welding shop;
 - (8) Office for doctor, dentist, veterinarian, or other medical-related profession for the purpose of providing care to patients;
 - (9) On-premise retail or wholesale sale of any kind, except cottage food items produced entirely on premises as indicated in Paragraph r, (11) above;
 - (10) Commercial clothing laundering or cleaning;
 - (11) Mortuary or funeral home;
 - (12) Trailer, vehicle, tool, or equipment rental;
 - (13) Antique, gift, or specialty shop;
 - (14) Office or storage facility for a vehicle fleet operation; and
 - (15) Any use defined by the building code as assembly, factory/industrial, hazardous, institutional, or mercantile occupancy.
- t) Determination of a Home Occupation Use not specifically listed. The Director of Development Services, or designee, shall determine whether a proposed use not specifically listed is appropriate as a home occupation. The Director shall evaluate the proposed home occupation in terms of its impact on neighboring property, its similarity to other allowed and prohibited uses, and its conformance with the regulations herein.
- u) Appeal of the Director's Home Occupation Determination. If the applicant disagrees with the determination of the Director, the applicant may appeal to the Planning & Zoning Commission.
- v) Any home occupation that was legally in existence as of the effective date of this Ordinance and that is not in full conformity with these provisions shall be deemed a legal nonconforming use.
6. **Mobile Food Vendor** (Ord. 2020-##: 08-11-2020)
- Mobile food vendors are subject to the following regulations:

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- a) Mobile food vendors are permitted by a Specific Use Permit (SUP) in Retail, Downtown Retail, Downtown Commercial, and Commercial zoning districts;
- b) Mobile food vendors shall be located on private property where an existing, permanent business operates in a building with a Certificate of Occupancy;
- c) Mobile food vendors shall provide the Town with a copy of written permission from the property owner on an annual basis to allow the operation of a mobile vendor and to allow the mobile vendor and their customers access to a commercially plumbed public restroom on-site;
- d) A mobile food vendor shall submit a site plan depicting the location of the mobile food vendor on the property, shall secure a health permit from the Town, and a permit from Building Inspections prior to the operation of such use;
- e) Temporary connections to potable water are prohibited. Water shall be from an internal tank, and electricity shall be from a generator or an electrical outlet via a portable cord that is in conformance with the Electrical Code as adopted by the Town, including amendments thereto;
- f) Mobile food vendors shall be located within fifty feet (50') of an entrance of a primary building that holds the Certificate of Occupancy;
- g) Mobile food vendors shall be setback a minimum of one hundred feet (100') from major thoroughfares, as designated on the Town's Thoroughfare Plan, as it exists or may be amended;
- h) Mobile food vendors may operate only during the business hours of the primary business on the property;
- i) The operator shall possess a Town tax certificate showed as paid;
- j) A drive through is not permitted in conjunction with the mobile food vendor;
- k) Mobile food vendors shall not operate in required parking spaces, driveways, fire lanes or public roads;
- l) Sales of food from a stationary vehicle excludes catering trucks; and
- m) Mobile food vendors are prohibited in a temporary building.

7. Temporary Building (*Ord. No. 17-62: 08-22-17*)

- a) Temporary buildings are permitted by right for houses of worship, public schools (kindergarten through twelfth grade only), and government agencies (see Chapter 3, Section 2.2).
- b) Temporary buildings for private enterprises are permitted by Specific Use Permit.
- c) A permit to erect a temporary building for a house of worship may be issued for an initial period of three (3) years.
- d) The application for temporary building(s) shall be submitted to the Development Services Department in the form of a Preliminary Site Plan or Site Plan application with the accompanying material and exhibits:
 - (1) Written report documenting the following:
 - i. capacity of the permanent building(s), which is located or planned to be located on the same property for which the temporary building permit is being sought, compared to the enrollment, employment, and/or number of people attending the permanent building(s) at one time;
 - ii. total enrollment, employment, and/or membership size;

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- iii. documentation of growth records depicting the number of people in the congregation, school and/or office;
 - iv. whether the facility is a start-up or new facility;
 - v. indication of alternative options that were explored before a temporary building application was considered;
 - vi. acts of nature; and/or
 - vii. any other evidence which is reasonably related to the immediate need for additional space;
- (2) A Preliminary Site Plan or Site Plan depicting the following:
- i. a permanent solution to the immediate need for a new temporary building(s) showing the permanent building(s),
 - ii. the temporary building(s), and
 - iii. the required parking,
- (3) Where an approved Preliminary Site Plan or Site Plan is in effect on the property, the applicant may note the location of the proposed temporary building(s) on the approved plan in lieu of submitting a new plan.
- e) The temporary building(s) shall be removed within thirty (30) days of the date:
- 1. a Certificate of Occupancy is issued for the permanent building; or
 - 2. the permit for the temporary building expires, whichever occurs first.
- f) After the initial three-year period, a request for a one-year extension of the temporary building permit for a house of worship may be granted by the Planning & Zoning Commission provided the applicant:
- 1. has an approved and valid preliminary site plan or site plan for the permanent building(s).
 - 2. has a specific plan of how an additional year would allow the applicant to construct the permanent building(s) by providing:
 - i. evidence of numeric growth, beyond that which was specifically anticipated by the applicant;
 - ii. membership, enrollment, and/or employment growth records;
 - iii. evidence that alternative options were explored before an extension of the temporary building permit was requested; and
 - iv. any other criteria reasonably deemed appropriate by the Planning & Zoning Commission.
- 8. Athletic Stadium or Field, Private**
Permitted by Specific Use Permit when developed in conjunction with a School, Private or Parochial.
- 9. Rehabilitation Care Facility**
Shall maintain a minimum separation of fifteen hundred feet (1,500') measured linearly from property line to property line from any other Rehabilitation Care Facility.
- 10. Antenna, Non-Commercial**
- a) Satellite Dishes and Wireless Broadband Antennas
- 1. In the A, SF, DTSF, 2F, and MH districts, satellite dishes and wireless broadband antennas are permitted only on the back half of a residential structure or in the back yard of a residential lot

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unless a signal cannot be received in these areas. Should a satellite dish or wireless broadband antenna be placed somewhere other than on the back half of a residential structure or in the back yard of a residential lot, it shall be limited to not more than two feet (2') in diameter. Only three (3) satellite dishes and/or wireless broadband antennas shall be permitted per lot or primary structure. One (1) of the three (3) satellite dishes and/or wireless broadband antennas on a residential structure and/or lot may be up to twelve feet (12') in diameter. The other two (2) satellite dishes and/or wireless broadband antennas shall not exceed two feet (2') in diameter.

2. In the TH and MF districts, satellite dishes and wireless broadband antennas are permitted only on the back half of a residential structure or in the back yard of a residential lot unless a signal cannot be received in these areas. Should a satellite dish or wireless broadband antenna be placed somewhere other than on the back half of a residential structure or in the back yard of a residential lot, it shall be limited to not more than two feet (2') in diameter. Only three (3) satellite dishes and/or wireless broadband antennas shall be permitted per residential unit. One (1) of the three (3) satellite dishes and/or wireless broadband antennas on a residential unit may be up to twelve feet (12') in diameter. The other two (2) satellite dishes and/or wireless broadband antennas shall not exceed two feet (2') in diameter.
- b) Non-commercial antennas shall not interfere with radio or television reception of adjoining property owners, and shall comply with all regulations of the Federal Communications Commission (FCC). In no case shall the height of such antennas exceed forty-five feet (45'), unless located on property owned or leased by the Town of Prosper, and proper guy wire securement shall be followed. In no manner shall the use of such equipment infringe upon adjoining property owners. Roof mounted satellite dishes in excess of fifty (50) pounds shall be approved by a registered architect or professional engineer by written letter to the building official, prior to installation, stating the antenna's stability and support and shall not extend more than six feet (6') above the first story.

11. Wireless Communications and Support Structures (*Ord. No. 18-12; 01-23-18*)

Permitted by Specific Use Permit in the referenced districts subject to the following standards:

- a) The distance of a wireless communications support structure from an adjacent property line shall be determined by the Specific Use Permit.
- b) The height of the support structure shall be determined by the Specific Use Permit.
- c) Additional antennas may be placed on a wireless communications support structure with an existing Specific Use Permit without approval of a separate Specific Use Permit subject to approval of a site plan as necessary for the property.
- d) Screening of the ground-mounted equipment shall be determined by the Specific Use Permit.
- e) Temporary Wireless Communications and Support Structures shall be subject to the above-noted conditions; however, wireless communications and support structures and related equipment used on a temporary basis in conjunction with a special event, emergency situation, or equipment failure are not required to obtain a Specific Use Permit nor subject to the above-noted requirements but shall be required to obtain any and all permits as required by the Town. In no event shall any temporary wireless communications and support structures related to a special event, emergency situation, or equipment failure be maintained for more than sixty (60) days except with the express written approval of the Director of Development Services or designee, for any extension of time.

12. Antenna, Stealth (*Ord. No. 18-93; 11-13-18*)

- a) Stealth antennas are permitted by right in the residential districts only as a secondary use when the primary use on the lot is a church, school, or athletic stadium or field.

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- b) Stealth antennas are permitted by right in the non-residential districts.
- c) The Director of Development Services, or his /her designee, may approve a request to install a stealth antenna when the proposed stealth antenna is of a type that is specifically listed in the definition of Antenna, Stealth in Chapter 2, Section 1.2.
- d) For stealth antenna requests of a type that are not specifically listed in this definition, the Town Council may determine if a proposed commercial antenna is a stealth antenna or not when considering site plan approval for the proposal.

13. Bus Terminal

Permitted by right in the CC district. Permitted by Specific Use Permit in the C and I districts. Bus parking and storage areas will be screened with a six foot (6') ornamental metal fence, three inch (3") caliper evergreen trees on twenty (20) foot centers, and five (5) gallon evergreen shrubs on three (3) foot centers located within a fifteen foot (15') landscape edge.

14. School District Bus Yard

A School District Bus Yard shall be owned and/or operated by a public Independent School District. Unless otherwise approved by the Planning & Zoning Commission, School District Bus Yards shall be screened using one of the following methods:

Option 1

- a) A six foot (6') ornamental metal fence,
- b) Three inch (3") caliper evergreen trees on twenty foot (20') centers, and
- c) Five (5) gallon evergreen shrubs on three foot (3') centers.

Option 2

- a) A six foot (6') clay-fired brick wall, and
- b) Three inch (3") caliper evergreen trees on twenty foot (20') centers.

15. Research and Development Center

Any Research and Development Center that includes animal or biological testing will be permitted by Specific Use Permit in the designated districts; otherwise they are permitted by right.

16. Alcoholic Beverage Sales (*Ord. No. 16-60; 09-13-16*); (*Ord. No. 16-79; 12-13-16*)

Alcoholic Beverage Sales, as defined by the Prosper Zoning Ordinance, as amended, shall mean any establishment, place of business or person engaged in the selling of Alcoholic Beverages, as defined in the Texas Alcoholic Beverage Code, as amended, to the general public for off-premise personal or household consumption.

- a) Alcoholic Beverage Sales shall be subject to compliance with the Texas Alcoholic Beverage Code, as amended, and any applicable local option elections.
- b) Alcoholic Beverage Sales are permitted only in the NS, DTR, R, DTC, C, CC and I zoning districts.
- c) Beer sales are not permitted in residential zoning districts.
- d) Pursuant to the Town Charter, the sale of liquor, as defined in the Texas Alcoholic Beverage Code, as amended, shall be prohibited by a person or entity holding a package store permit, as described in the Texas Alcoholic Beverage Code, as amended, in any zoning district which allows, in whole or in part, residential development in the Town.
- e) Alcoholic Beverage Sales shall not be located within the following:

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1. Three hundred feet (300') from a church, public school, private school, and/or public hospital. However, Alcoholic Beverage Sales may be located within three hundred feet (300') of a private school if minors are prohibited from entering the place of business, as required by Section 109.53, Texas Alcoholic Beverage Code, as amended; or
 2. One thousand feet (1,000) from a private school if the Town Council receives a request for this additional spacing requirement from the board of the private school, and the Town Council adopts the additional spacing requirements by resolution. But, the Town Council may not adopt this additional spacing requirement if: (i) minors are prohibited from entering the place of business engaged in Alcoholic Beverage Sales, pursuant to Section 109.53, Texas Alcoholic Beverage Code, as amended; (ii) the holder of a retail off-premise consumption permit or license if less than fifty percent (50%) of the gross receipt for the premises, excluding the sale of items subject to the motor fuels are from the sale or service of alcoholic beverages; or (iii) the holder of a license or permit issued under Chapter 27, 31 or 72, Texas Alcoholic Beverage Code, as amended, who is operating on the premises of a private school.
- f) Measurement of the distance between the place of business engaged in Alcoholic Beverage Sales and the church or public hospital shall be along the property line of the street fronts, from front door to front door, and in a direct line across intersections. Measurement for the distance between the place of business engaged in Alcoholic Beverage Sales and a public or private school shall be:
1. In a direct line from the Property Line of the public or private school to the Property Line of the place of business, and in a direct line across intersections; or
 2. If Alcoholic Beverage Sales are located on or above the fifth (5th) story of a multistory building, in a direct line from the Property Line of the public or private school to the Property Line of the place of business, in a direct line across intersections, and vertically up the building at the Property Line to the base floor on which Alcoholic Beverage Sales are located.
- g) In accordance with Section 109.33, Texas Alcoholic Beverage Code, as amended, in this Paragraph 16, "private school" means a private school, including a parochial school, that:
1. Offers a course of instruction for students in one or more grades from kindergarten through grade twelve; and
 2. Has more than one hundred (100) students enrolled and attending courses at a single location.
- h) If at any time an original Alcoholic Beverage permit or license is granted by the Texas Alcoholic Beverage Commission to an establishment, place of business, or person and the establishment, place of business or person satisfies the requirements regarding the distance requirements in this Paragraph 16, then the same shall be deemed to satisfy the distance requirements for all subject renewals of the license or permit. This shall not be the case if the Texas Alcoholic Beverage Commission revokes the license or permit.
- 17. Convenience Store With Gas Pumps (Ord. No. 15-74; 12-08-15)**
- Convenience Stores with Gas Pumps shall be subject to the following development standards:
- a) Permitted in the designated districts only within two hundred feet (200') of the right-of-way lines of intersecting major thoroughfares;
 - b) Gas Pumps are permitted at a maximum of two (2) corners at an intersection of two (2) major thoroughfares;
 - c) The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 shall apply.
 - d) Canopies shall have pitched roofs;

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- e) Canopy support columns shall be entirely masonry encased;
- f) The canopy band face shall be a color consistent with the main structure or an accent color and may not be backlit; and
- g) Use shall be removed if closed for more than six (6) months.

18. Nursery, Major

Permitted by Specific Use Permit in an Agricultural zoning district if designated as non-residential on the Future Land Use Plan.

19. Body Art Studio

Must be set back one thousand feet (1,000') from any other Body Art Studio, Residential Zoning District, church, Public, Private, or Parochial School, and day care.

20. Child Care Center, Licensed (*Ord. No. 18-39; 05-22-18*)

Notwithstanding anything to the contrary herein, a public independent school district is not required to obtain a SUP for the operation of a Licensed Child Care in a public school. A Licensed Child Care Center not operated by a public independent school district is permitted by SUP in all districts except the Industrial District.

21. Child Care Center, Home (*Ord. No. 18-39; 05-22-18*)

Permitted by right as a home occupation in the designated zoning districts and is subject to the regulations of Home Occupation.

22. Hotel, Full Service (*Ord. No. 15-74; 12-08-15*)

Full Service Hotel developments shall be subject to the following development standards:

- a) External balconies and walkways shall be set back two hundred feet (200') from any residential zoning district.
- b) Shall provide management staff on-site twenty four (24) hours a day.
- c) Shall provide at least four (4) amenities from the list below:
 - Indoor/Outdoor Pool
 - Spa/Sauna
 - Weight Room/Fitness Center
 - Playground
 - Sports Court
 - Game Room
 - Jogging Trail
- d) Shall provide a full service restaurant offering three (3) meals a day.
- e) Shall provide a minimum total of 10,000 square feet of meeting/event space.
- f) No more than five percent (5%) of the total number of guest rooms shall have cooking facilities.
- g) All room units must be accessed through an internal hallway, lobby, or courtyard.

23. Hotel, Limited Service (*Ord. No. 15-74; 12-08-15*)

Limited Service Hotel developments shall be subject to the following development standards:

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- a) A Specific Use Permit is required.
- b) Access to guest rooms shall be restricted to exclusively to interior corridors.
- c) External balconies and walkways shall be set back two hundred feet (200') from any residential zoning district.
- d) Shall provide management staff on-site twenty four (24) hours a day.
- e) Shall provide at least four (4) amenities from the list below:
 - Indoor/Outdoor Pool
 - Spa/Sauna
 - Weight Room/Fitness Center
 - Playground
 - Sports Court
 - Game Room
 - Jogging Trail
 - Conference Room (one thousand (1,000) square foot minimum)
- f) Shall provide daily housekeeping.
- g) The guest rooms shall not contain any cooking facility that includes a conventional oven, convection oven, stove top burner, grill, hibachi or hotplate.

24. Hotel, Residence/Extended Stay (Ord. No. 15-74; 12-08-15)

Residence/Extended Stay Hotel developments shall be subject to the following development standards:

- a) A Specific Use Permit is required.
- b) External balconies and walkways shall be set back two hundred feet (200') from any residential zoning district.
- c) Shall provide laundry facilities on-site for guest use.
- d) Access to guest rooms shall be restricted exclusively to interior corridors.
- e) Shall provide management staff on-site twenty four (24) hours a day.
- f) Shall provide at least five (5) amenities from the list below:
 - Indoor/Outdoor Pool
 - Spa/Sauna
 - Weight Room/Fitness Center
 - Playground
 - Sports Court
 - Game Room
 - Jogging Trail
 - Conference Room (one thousand (1,000) square foot minimum)
- g) Shall be set back a minimum of one hundred feet (100') from any residential district.
- h) Shall maintain fifteen percent (15%) of the lot area as outdoor open space, exclusive of required setbacks and parking areas, but including amenities from the above list except for the indoor pool and conference room(s) shall not count toward meeting the open space requirement. The minimum fifteen percent (15%) open space may be reduced by the Town Council upon approval of a Specific Use Permit providing evidence of other amenities meeting the intent of the open space requirement.

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- i) Shall provide daily housekeeping.
- j) Any guest room indoor cooking facility shall not include a grill, hibachi or hotplate.
- k) Shall provide a restaurant offering a minimum of one meal per day.
- l) Shall be permitted only with frontage along US 380, Preston Road, or the Dallas Parkway.

25. Pet Day Care

Permitted by right subject to the following standards:

- a) Hours of operation limited to 6:00 a.m. to 8:00 p.m.
- b) A Pet Day Care must be located a minimum of one hundred feet (100') from restaurants and food preparation establishments (property line to property line).
- c) Overnight boarding of animals and outdoor kennels are prohibited.
- d) Provisions must be made for the sanitary disposal of all animal waste in accordance with the Animal Control ordinance and Building Codes, as they exist or may be amended.

26. Restaurant (Ord. No. 15-74; 12-08-15); (Ord. No. 16-79; 12-13-16); (Ord. No. 17-49; 06-27-17); ~~(Ord. 2020-##-08-11-2020)~~

- a) A Restaurant is permitted by Specific Use Permit in the NS Zoning District and is permitted by right in the O, ~~DFO~~, DTR, R, DTC, C, and CC Zoning Districts subject.
- ~~b)~~ Restaurants with drive-through are only permitted in the R, C, and CC Zoning Districts upon approval of a Specific Use Permit.
- ~~b)c)~~ Restaurants are only permitted in the O Zoning District, if the subject property is located along a roadway classified as a major or minor thoroughfare as defined by the Thoroughfare Plan.
- ~~c)d)~~ The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 applies to restaurants with a drive-through.
- ~~d)e)~~ Restaurants that sell Alcoholic Beverages for on-premise consumption shall be subject to compliance with the Texas Alcoholic Beverage Code, as amended, and any applicable local option elections.
- ~~e)f)~~ A Restaurant that sells Alcoholic Beverages for on-premise consumption shall not be located within the following:
 1. Three hundred feet (300') from a church, public hospital, public school and/or private school. However, Alcoholic Beverage Sales may be located within three hundred feet (300') of a private school if the holder of a license or permit holds a food and beverage certificate covering a premise that is located within three hundred feet (300') of a private school; or
 2. One thousand feet (1000') from a private school if the Town Council receives a request for this additional spacing requirement from the board of the private school, and the Town Council adopts such additional spacing requirements by resolution. Measurement for the distance between a Restaurant or Cafeteria where Alcoholic Beverages for on-premise consumption are sold and a church or public hospital shall be along the property lines of the street fronts, from front door to front door, and in a direct line across intersections.
- ~~f)g)~~ Measurement for the distance between a Restaurant where Alcoholic Beverages for on-premise consumption are sold and a public and/or private school shall be:

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1. In a direct line from the Property Line of the public and/or private school to the Property Line of the place of business, and in a direct line across intersections; or
2. If the Restaurant that sells Alcoholic Beverages for on-premise consumption is located on or above the fifth (5th) story of a multistory building, in a direct line from the Property Line of the public and/or private school to the Property Line of the place of business, in a direct line across intersections, and vertically up the building at the Property Line to the base of the floor on which the Restaurant or Cafeteria is located.

~~g)h)~~ If a Restaurant receives seventy-five percent (75%) or more of its gross revenue on a quarterly basis from the sale or service of Alcoholic Beverages for on-premise consumption, the use will no longer qualify as a Restaurant and will be classified and regulated by the Town as an Alcoholic Beverage Establishment under the Zoning Ordinance.

~~h)i)~~ There shall be no variances considered with regard to the regulations set forth herein.

27. Car Wash (*Ord. No. 15-74; 12-08-15*)

- a) Permitted as only an accessory use to a Convenience Store with Gas Pumps in the Commercial Corridor District.
- b) The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 shall apply.

28. Winery

A winery is permitted by right in the Agricultural District only when located on the same lot as a vineyard. The vineyard shall occupy a minimum of eighty percent (80%) of the lot, and the winery may not exceed twenty percent (20%) of the lot.

29. Private Club (*Ord. No. 17-32; 04-11-17*)

Private Clubs shall be subject to compliance with the Texas Alcoholic Beverage Code, as amended, and any applicable local option elections.

- a) A Private Club is permitted only by specific use permit in R, C and CC zoning districts. A Private Club is also permitted by specific use permit as an accessory use in any zoning district only when in conjunction with the operation of a golf course.
- b) The regulations herein applicable to a public school shall also apply to a day-care center or a child-care center as provided in Section 109.331, Texas Alcoholic Beverage Code, as amended.
- c) A Private Club shall not be located within:
 1. Eight hundred feet (800') from a church, public hospital, public school, private school, and/or residential zoning district. For this purpose, residential zoning districts shall include, but are not limited to, properties that are zoned Neighborhood Service and residential Planned Development Districts;
 2. One thousand feet (1000') from a public school if the Town Council receives a request for this additional spacing requirement from the school district, and the Town Council adopts such additional spacing requirements by resolution; or
 3. One thousand feet (1000') from a private school if the Town Council receives a request for this additional spacing requirement from the board of the private school, and the Town Council adopts the additional spacing requirements by resolution.

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- d) Measurement for the distance between a Private Club and the uses listed above or the nearest residential zoning district shall be in a direct line from the Property Line of the applicable use listed above or the nearest residential zoning district to the Property Line of the Private Club, and in a direct line across intersections.
- e) There shall be no variances considered with regard to the regulations set forth herein however, a variance from the distances referenced herein may be approved by the Town Council for any property annexed by the Town after May 13, 2006, and upon which a restaurant is, or is proposed to be, located. In considering a distance variance, the following shall apply:
 - 1. An application shall be submitted to the Town on a form provided by the Department of Development Services.
 - 2. The application shall contain all required information on the form.
 - 3. The Department of Development Services shall set a date for consideration of the application by the Town Council at a public hearing.
 - 4. No less than ten (10) days before the date of consideration by the Town Council, the Director of Development Services or his or her designee shall provide notice to each owner, as indicated by the most recently approved municipal tax roll, of property within two hundred feet (200') of the property on which the distance variance is proposed. The notice may be served by its deposit in the municipality, properly addressed with postage paid, in the United States mail.
 - 5. In considering the application for a variance to any distance requirement, the Town Council shall consider if the distance requirement in the particular instance:
 - i. is not in the best interest of the public;
 - ii. constitutes waste or inefficient use of land or other resources;
 - iii. creates an undue hardship on an applicant for a private club permit;
 - iv. does not serve its intended purpose;
 - v. is not effective or necessary; or
 - vi. for any other reason that the Town Council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.
 - 6. The Town Council may impose reasonable conditions on the granting of a distance variance.
 - 7. A variance granted pursuant to this section is valid for any subsequent renewals for the state-issued alcohol permit. A distance variance granted pursuant to this section may not be transferred to another location.

30. Alcoholic Beverage Establishment

- a) Alcoholic Beverage Establishments shall be subject to compliance with the Texas Alcoholic Beverage Code, as amended, and any applicable local option elections.
- b) An Alcoholic Beverage Establishment is permitted only by specific use permit in R, C and CC zoning districts.
- c) The regulations herein applicable to a public school shall also apply to a day-care center or a child-care center as provided in Section 109.331, Texas Alcoholic Beverage Code, as amended.
- d) An Alcoholic Beverage Establishment shall not be located within:

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1. Eight hundred feet (800') from a church, public hospital, public school, private school, and/or residential zoning district. For this purpose, residential zoning districts shall include, but is not limited to, properties that are zoned Neighborhood Service and residential Planned Development Districts;
 2. One thousand feet (1000') from a public school if the Town Council receives a request for this additional spacing requirement from the school district, and the Town Council adopts such additional spacing requirements by resolution; or
 3. One thousand feet (1000') from a private school if the Town Council receives a request for this additional spacing requirement from the board of the private school, and the Town Council adopts the additional spacing requirements by resolution.
- e) Measurement for the distance between an Alcoholic Beverage Establishment and the uses listed above or the nearest residential zoning district shall be in a direct line from the Property Line of the applicable use listed above or the nearest residential zoning district to the Property Line of the Alcoholic Beverage Establishment, and in a direct line across intersections.
- f) There shall be no variances considered with regard to the regulations set forth herein.

31. Outdoor Merchandise Display, Temporary (*Ord. No. 15-74; 12-08-15*)

- a) The outdoor display of merchandise shall be associated with the merchandise offered for sale on the same premise.
- b) The outdoor display of merchandise shall not exceed 72 consecutive hours with a minimum of twenty-eight (28) days between each occurrence.
- c) The outdoor display of merchandise shall not block or impede required accessibility.

32. Donation or Recycling Bin (*Ord. No. 15-74; 12-08-15*)

- a) In the Single Family Districts and the Downtown Single Family District, a donation or recycling bin shall only be permitted on a lot or tract owned and occupied by a public school or a private/parochial school.
- b) A donation or recycling bin requires approval of a Site Plan by the Planning & Zoning Commission and a permit issued by the Building Inspections Division.
- c) The permit shall contain written authorization of the property owner.
- d) A maximum of one (1) donation or recycling bin shall be permitted per lot or tract.
- e) The donation or recycling bin shall be located within 100 feet (100') of the main structure but not located within the required front, side or rear property lines.
- f) The donation or recycling bin shall not be located on any required parking space(s), nor located in a manner that blocks pedestrian access or a driver's visibility.
- g) The donation or recycling bin shall not exceed six feet, six inches (6', 6") in height, six feet (6') in width and six feet (6') in length.
- h) The donation or recycling bin shall clearly identify the name, address and telephone number of the permittee and operator, if different from the permittee.
- i) The permittee shall maintain the area surrounding the donation or recycling bin free of any junk, garbage, trash, debris or other refuse material.

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- j) The permittee and operator shall be responsible for abating and removing all junk, garbage, trash, debris and other refuse material in the area surrounding the donation or recycling bin within twenty-four (24) hours of written or verbal notice from the Town.
 - k) The Town shall have the right to revoke any permit issued hereunder if permittee or operator fails to comply with the provisions of this subsection. The Town shall provide a written notification to the permittee or operator stating the specific grounds for revocation. Upon revocation, the donation or recycling bin shall be removed from the permittee's real property within thirty (30) calendar days and, if not removed within this time period, the Town may remove, store and dispose of the donation or recycling bin at the permittee's sole cost and expense.
33. **Funeral Home** (*Ord. No. 15-74; 12-08-15*)
On-site cremation services shall require a Specific Use Permit.
34. **Restaurant, Drive In** (*Ord. No. 15-74; 12-08-15*)
The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 shall apply.
35. **Automobile Repair, Major** (*Ord. No. 15-74; 12-08-15*): (Ord. 2020-##: 08-11-2020)
 - a) A Specific Use Permit is required in the Commercial District
 - b) The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 shall apply.
 - ~~b)c) Shall not orient bay doors toward right-of-way or a single family district.~~
36. **Automobile Repair, Minor** (*Ord. No. 15-74; 12-08-15*): (Ord. 2020-##: 08-11-2020)
 - a) A Specific Use Permit is required in the R, DTC, C, CC, and I Districts.
 - b) The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 shall apply.
 - ~~a)c) Shall not orient bay doors toward right-of-way or a single family district.~~
37. **Automobile Sales/Leasing, New** (*Ord. 15-74; 12-08-15*)
 - a) A Specific Use Permit is required in the Commercial and Commercial Corridor Districts.
 - b) The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 shall apply.
38. **Automobile Sales/Leasing, Used** (*Ord. No. 15-74; 12-08-15*)
 - a) A Specific Use Permit is required in the Commercial and Commercial Corridor Districts.
 - b) The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 shall apply.
39. **Car Wash, Self-Serve** (*Ord. No. 15-74; 12-08-15*)
 - a) A Specific Use Permit is required in the Commercial District.
 - b) The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 shall apply.

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40. Motorcycle Sales/Service (*Ord. No. 15-74; 12-08-15*)

- a) A Specific Use Permit is required in the Commercial and Commercial Corridor Districts.
- b) The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 shall apply.

41. Recreational Vehicle Sales and Service, New/Used (*Ord. No. 15-74; 12-08-15*)

- a) A Specific Use Permit is required in the Commercial District.
- b) The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 shall apply.

42. Truck/Bus Repair (*Ord. No. 15-74; 12-08-15*)

The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 shall apply.

43. Truck Sales, Heavy Trucks (*Ord. No. 15-74; 12-08-15*)

- a) A Specific Use Permit is required in the Commercial District.
- b) The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 shall apply.

44. Truck Terminal (*Ord. No. 15-74; 12-08-15*)

The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 shall apply.

45. Guest House (*Ord. No. 17-43; 06-13-17*)

A guest house shall be subject to the following development standards:

- a) The guest house, if detached, shall be located on a lot or tract containing a minimum of one (1) acre.
- b) To be classified as an attached guest house, the second living quarters shall be integral to primary dwelling and be accessed through conditioned interior corridors. A guest house that is connected to the primary dwelling by a covered or enclosed walkway shall meet all conditions of a detached guest house.
- c) The guest house shall be located on the same lot or tract as the existing primary dwelling.
- d) If detached, the guest house shall be located behind the primary structure at a point no closer than ten (10) feet from the rear wall line of the primary dwelling.
- e) If detached, the guest house shall meet all rear yard and side yard setbacks that are required of the primary dwelling.
- f) If detached, the height of the guest house shall not exceed the height of the primary dwelling.
- g) If detached, a guest house shall not be finalized/approved for occupancy prior to the final/approval for occupancy of the primary dwelling.
- h) No more than one (1) guest house per lot or tract shall be permitted.
- i) The guest house shall not be rented or leased or offered for rent or lease, independently of the primary dwelling.

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- j) The guest house shall not be sold separately from the sale of the entire property, including the primary dwelling.
- k) The guest house shall be serviced by the same electric and natural gas utility meters as the primary dwelling.
- l) The exterior building materials shall be consistent with the exterior materials of the primary dwelling.
- m) The maximum total area of a detached guest house, including garages, covered patios and any enclosed storage areas shall not exceed fifty percent (50%) of the dwelling area of the primary dwelling. However, in no instance, shall the maximum total area of a detached guest house, including garages, covered patios and any enclosed storage areas exceed 2,000 square feet.
- n) In no case shall the combined area of the primary dwelling, guest house and/or other accessory buildings exceed the maximum percentage of lot coverage permitted for the zoning district in which the structures are located.

46. Residential Garage Loft (*Ord. No. 17-43; 06-13-17*)

A residential garage loft shall be subject to the following development standards:

- a) The residential garage loft shall be located on the same lot or tract as the primary dwelling unit.
- b) The residential garage loft shall be located above the garage and the total area of the unit shall not exceed 800 square feet.
- c) The height of the residential garage loft shall not exceed the height of the primary dwelling.
- d) No more than one (1) residential garage loft per lot or tract shall be permitted.
- e) The residential garage loft shall not be rented or leased or offered for rent or lease, independently of the primary dwelling.
- f) The residential garage loft shall not be sold separately from the sale of the entire property, including the primary dwelling.
- g) The residential garage loft shall be serviced by the same electric and natural gas utility meters as the primary dwelling.
- h) The exterior building materials shall be consistent with the exterior materials of the primary dwelling.

47. Community Home (*Ord. No. 18-39; 05-22-18*)

Community Homes are permitted in any residential zoning district but may not be located within one-half (1/2) mile of an existing Community Home. That distance is to be measured in a straight line. The number of motor vehicles permitted on the site or on a public right-of-way adjacent to the site shall not exceed the number of bedrooms in the home.

48. Open Storage (*Ord. 2020-##; 08-11-2020*)

Open Storage shall be subject to the following development standards:

- a) It shall only contain equipment, vehicles, commodities, materials, goods, or merchandise that is sold, rented, or distributed within the inside of a building of a primary use, unless it is demonstrated to the Director of Development Services or his/her designee that such products or materials could not be located indoors.
- b) It shall not be located within any required front, side, or rear yard setbacks.
- c) It shall be screened from all streets and adjacent properties with the following:

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1. A minimum six (6) foot ornamental metal fence, not to be more than ten (10) feet in height, with a solid living screen located in a ten (10) foot landscape setback, containing a minimum of three (3) inch caliper evergreen trees on fifteen (15) foot centers with a continuous row of minimum seven (7) gallon evergreen shrubs along the exterior or interior of the fence; or
 2. A minimum six (6) foot masonry wall, not to be more than ten (10) feet in height, matching the materials of the primary building with three (3) inch caliper evergreen trees on fifteen (15) foot centers, located in a ten (10) foot landscape setback along the interior or exterior of the wall.
 3. Alternative types of screening shall be reviewed by the Planning & Zoning Commission with a recommendation forwarded to Town Council for approval.
 - d) It shall not exceed a height of one (1) foot below the top of the solid living screen or wall screening, whichever is greater, or be visible from the property line. A Nursery, Major may store plants that exceed the height of the living screen or wall.
 - e) All gates and doors shall provide an opaque screen. The total of all openings for access may not exceed twenty-four (24) feet in width.
 - f) It shall not be located within any required parking spaces, loading areas, fire lanes, vehicular maneuvering aisles, customer pick-up lanes, or on the roof of any structure.
 - g) It shall not apply to new and used sales or lease of automobiles, motorcycles, recreational vehicles, watercraft, or similar facilities as approved by the Director of Development Services or his/her designee requiring open storage.
 - h) The Planning & Zoning Commission may waive these requirements if no public purpose would be served by the construction of the required screen, or natural features (i.e. vegetation or topography) exist that sufficiently screen the open storage.
- 49. Food Truck Park (Ord. 2020-##: 08-11-2020)**
- Permitted by Specific Use Permit (SUP) in the referenced districts, subject to the following standards:
1. Mobile food vendors may be located on public property other than public street travel lanes;
 2. Mobile food vendors may be located on private property with the written consent of the owner, including a site plan that identifies permitted locations;
 3. Mobile food vendors shall not operate in driveways or fire lanes;
 4. Prior to issuance of a permit, an application shall be submitted to the Development Services Department and containing any information required by staff to evaluate the impacts including but limited to location, parking and accessibility.

Commented [AG1]: Added "or exterior"

Commented [AG2]: Moved from Section 5

SECTION 2 DEFINITIONS

2.1 For the purpose of these regulations, certain terms and words are to be used and interpreted as defined hereinafter. Words used in the present tense shall include the future tense; words in the singular number include the plural and words in the plural number include the singular, except where the natural construction of the writing indicates otherwise. The word "shall" is mandatory and not discretionary.

2.2 **Abutting, Adjacent, or Adjoining** - Contiguous or sharing a common border or boundary with other property. Abutting, adjacent and adjoining shall include property immediately across an alley, but shall not include property across a street.

Accessory Building - A building that is subordinate to and functionally related to the primary building, which contributes to the comfort, convenience, or necessity of occupants of the primary building on the same platted lot. Accessory buildings shall be detached from the primary building.

Administrative, Medical, or Professional Office - A building used for the provision of executive, management, or administrative services. Typical uses include, but are not limited to, administrative offices and services including real estate, property management, investment, medical, architect, engineer, travel, secretarial services, accounting organizations and associations, and vehicle rental office without on-site storage of fleet vehicles.

Advertising Sign Or Structure - Any cloth, card, paper, metal, glass, wooden, plastic, plaster or stone sign or other sign, device or structure of any character whatsoever, including a statuary or place for outdoor advertising purposes on the ground or any tree, wall, bush, rock, post, fence, building or structure. The term "placed" shall include erecting, constructing, posting, painting, printing, tacking, mailing, gluing, sticking, carving, or otherwise fastening, affixing or making visible in any manner whatsoever. The area of an advertising structure shall be determined as the area of the largest cross-section of such structure. Directional, warning, or any other signs posted by public officials in the course of their public duties shall not be construed as advertising signs for the purpose of this Ordinance.

Airport/Heliport - A place where aircraft and/or helicopters can land and take off, usually equipped with hangars, facilities for refueling/repair and various accommodations for passengers.

Alcoholic Beverage - Means alcohol, or any beverage containing more than one-half (1/2) of one percent (1%) of alcohol by volume, which is capable of use for beverage purposes, either alone or when diluted, as defined by the Texas Alcoholic Beverage Code, as amended.

Alcoholic Beverage Establishment - Any establishment that derives seventy-five percent (75%) or more of its gross revenues on a quarterly basis from the sale or service of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code, as amended, for on-premise consumption.

Alcoholic Beverage Sales - Any establishment, place of business, or person engaged in the selling of Alcoholic Beverages, as defined in the Texas Alcoholic Beverage Code, as amended, to the general public for off-premise personal or household consumption.

Alley - A minor right-of-way, dedicated to public use, which affords a secondary means of vehicular access to the back or side of properties otherwise abutting a street, and which may be used for public utility purposes.

Antenna - An instrument or device consisting of wires, poles, rods, or reflecting discs, designed for transmitting or receiving any portion of the radio, microwave, or electromagnetic spectrum.

Antenna, Non-Commercial - An antenna and its support structure not exceeding forty-five feet (45') in height above the ground elevation at the base of the support structure, unless located on property owned or leased by the Town of Prosper, designed for transmitting or receiving any portion of the radio, microwave, or electromagnetic spectrum. This definition shall also include a satellite dish antenna not to exceed twelve feet (12') in diameter.

Antenna, Stealth - A commercial antenna and its support structure that is designed to be non-obtrusive, or virtually transparent or invisible to the surrounding neighborhood. Stealth Antennas include, but are not limited to:

- Antennas within a building's attic space;
- Antennas on the roof of a minimum three-story building and not visible from the property line of the lot on which the antenna is located; or
- Antennas located within a structure such as a flagpole, church steeple, subdivision monument, clock tower, or similar architectural feature, and Antennas located on an athletic field light pole. (Ord. 18-93; 11-13-18)

Antenna Support Structure - Any tower, mast, pole, tripod, box frame, or other structure utilized for the purpose of transmission, retransmission, and/or reception of electromagnetic, radio, television, or microwave signals.

Antique Shop and Used Furniture - A retail establishment engaged in the selling of works of art, furniture, or other artifacts of an earlier period, with all sales and storage occurring inside a building.

Apartment - A room or suite of rooms in a Multiple-Family Residence arranged, designed, or occupied as a place of residence by a single family, individual, or group of individuals.

Artisan's Workshop - An establishment used for the preparation, display, and sale of individually crafted artwork, jewelry, furniture, sculpture, pottery, leather-craft, hand-woven articles, and related items.

Assisted Care or Living Facility - A facility which provides residence and care to ten or more persons regardless of legal relationship who are elderly; disabled; orphaned, abandoned, abused, or neglected children; victims of domestic violence; convalescing from illness; terminally ill; or temporarily homeless due to fire, natural disaster, or financial setback together with supervisory personnel. This definition shall also include a facility providing health care or rehabilitative services over a long period of time to persons chronically ill, aged, or disabled due to injury or disease.

Athletic Stadium or Field, Private - A private field(s) and structure used for sporting events with associated spectator seating, either permanent or temporary.

Athletic Stadium or Field, Public - A field(s) and structure owned and operated by the Town of Prosper and/or a local independent school district used for sporting events with associated spectator seating, either permanent or temporary.

Automobile - A self-propelled mechanical vehicle designed for use on streets and highways for the conveyance of goods and people, including, but not limited to, passenger cars, trucks, buses, motor scooters, and motorcycles.

Automobile Parking Lot/Garage - An area or structure where the parking of motor vehicles serves as the primary use on the lot. This use does not include the storage of gasoline.

Automobile Paid Parking Lot/Garage - An area or structure where a fee is charged for parking motor vehicles and which serves as the primary use on the lot. This use does not include the storage of gasoline.

Automobile Repair, Major - ~~A facility which offers General-general repair or maintenance of vehicles, including paint and/or body repair services. Outdoor storage of vehicles overnight shall provide screening in accordance with the open storage regulations of the Zoning Ordinance, or reconditioning of engines, air-conditioning systems, and transmissions for motor vehicles; wrecker or towing service with on-site storage of vehicles; collision services including body, frame, or fender straightening or repair; customizing; painting; vehicle steam cleaning; tire retreading; insurance estimations with on-site storage; undercoating and rust proofing, and other similar uses. (Ord. 2020-##; 08-11-2020)~~

Automobile Repair, Minor - ~~A facility which offers general repair and maintenance of vehicles. Minor automobile repair uses shall not include a facility which offers paint and/or body repair services or the outdoor storage of vehicles overnight. An establishment used for the dispensing or sales of automobile fuels, lubricants, and automobile accessories; the minor repair or replacement of parts and performing state inspections and making minor repairs necessary to pass said inspection; automobile detailing; and the sales and installation of automobile radios. Uses listed under "Automobile Repair, Major" or any other similar uses are not included. Vehicles, which are inoperative or are being repaired, may not remain parked outside for a period greater than seven (7) days. (Ord. 2020-##; 08-11-2020)~~

Automobile Sales, Service, and Leasing - The sale, rental or leasing of new automobiles or light load vehicles, and includes as incidental uses (i) automobile or light load vehicle used sales and (ii) on-site automobile repair services related to the sale, rental or leasing of new automobiles or light load vehicles. (Ord. No. 17-49; 06-27-17)

Automobile Sales/leasing, New - Sales, rental, and/or leasing of new automobiles or light load vehicles, including, as accessory uses: Automobile Sales, Used; Automobile Repair, Major; and Automobile Storage.

Automobile Sales, Used - Sales of used automobiles or light load vehicles.

Automobile Storage - The storage on a lot or tract of ~~operable~~ automobiles for the purpose of holding such vehicles for sale, lease, distribution, or storage. (Ord. 2020-##; 08-11-2020)

Auto Parts Sales, Inside - The use of any building for the display and sale of new or used parts, including tires, for automobiles, panel trucks or vans, trailers, or recreation vehicles.

Auto Parts Sales, Outside - The use of any land area for the display and sale of new or used parts, including tires, for automobiles, panel trucks or vans, trailers, or recreation vehicles.

Bank, Savings and Loan, or Credit Union - An establishment for the custody, loan, exchange or issue of money, the extension of credit, and/or facilitating the transmission of funds, including automated teller machines.

Basement (or Cellar) - A story partly or wholly underground. For purposes of height measurement, a basement shall be counted as a story when more than one-half of its height is above the average level of the adjoining ground or when subdivided and used for commercial or dwelling purposes by other than a janitor employed on the premises.

Beauty Salon/Barber Shop - Establishments primarily engaged in providing services generally involved in the care of the person or his apparel including, but not limited to, barber and beauty shops, tanning salons, ear piercing shops, cosmetic tattooing shops, and reducing salons.

Bed and Breakfast Inn - An owner (or operator) occupied residence with up to five (5) bedrooms available for overnight guests. A Bed and Breakfast Inn may provide for guest stays up to fourteen (14) consecutive days; however, it shall not offer weekly rental rates. Kitchen and dining facilities may be included to provide meals for guests only; however, no food preparation shall be permitted in guest bedrooms. A Bed and Breakfast Inn shall not include restaurants, banquet facilities, or similar services.

Big Box - Retail buildings over eighty thousand (80,000) square feet where the primary tenant occupies at least eighty percent (80%) of the building.

Block - An area enclosed by streets, or if said word is used as a term of measurement, it shall mean the distance along a side of a street between two intersecting streets; or if the street is of a dead-end type, a block shall be considered to be measured between the nearest intersecting street and the end of such dead-end street. In cases where platting is incomplete or disconnected, the Building Official shall determine the outline of the block.

Board of Adjustment - A five (5) member board with two (2) alternates appointed by the Town Council for the purpose of making special exceptions to the terms of the Town of Prosper Zoning Ordinance. See Chapter

1, Section 8.6 of this Ordinance for the specific duties and regulations of the Board of Adjustment. In the event that a Board of Adjustment is not appointed, the Town Council shall perform the duties and responsibilities assigned to the Board of Adjustment by this Ordinance.

Body Art Studio - An establishment whose services include tattooing and/or body piercing. Tattooing shall mean the placing of designs, letters, figures, symbols, or other marks upon or under the skin of any person, using ink or other substances that result in the permanent coloration of the skin by means of the use of needles or other instruments designed to contact or puncture the skin. Body piercing shall mean the creation of an opening in an individual's body to insert jewelry or another decoration.

Breezeway - A covered passage one (1) story in height and six feet (6') or more in width connecting a main structure and an accessory building. A breezeway shall be considered an accessory building.

Buildable Area - The allowable area available to construct a building or structure after complying with the Town's applicable set back and maximum lot coverage requirements.

Building - Any structure intended for shelter, occupancy, housing or enclosure for persons, animals or chattel. When separated by dividing walls without openings, each portion of such structure so separated shall be deemed a separate building.

Building Height - The vertical distance between the average of the highest and lowest points of grade of that portion of the lot covered by the building to the highest point of a structure.

Building Line - A line parallel, or approximately parallel, to any front lot line at a specific distance there from, marking the minimum distance from the front lot line that a building may be erected.

Building, Main - A building in which the principal use of the lot on which it is situated is conducted. In a residential district the primary dwelling unit shall be deemed to be a main building on the lot on which it is situated.

Building Material and Hardware Sales, Major - An establishment for the sale of materials customarily used in the construction of buildings and other structures, including outside storage or display of materials or merchandise.

Building Material and Hardware Sales, Minor - An establishment for the sale of materials customarily used in the construction of buildings and other structures, without any outside storage or display of materials or merchandise.

Building Official - The inspector or administrative official of the Town charged with responsibility for issuing permits and enforcing the Zoning Ordinance and Building Code.

Building Permit - An official document or certificate issued by the Town of Prosper authorizing erection, construction, renovation, maintenance, or any other specified activity on any building, structure or land, or on any installations or facilities therein. The term "building permit" shall include but not be limited to building permits, electrical permits, mechanical permits, and plumbing permits.

Bus Terminal - Any premises for the transient parking or storage of motor-driven buses and the loading and unloading of passengers.

Business Service - Establishments primarily engaged in providing services not elsewhere classified, to business enterprises on a fee contract basis, including, but not limited to, advertising agencies, computer programming and software services, and office equipment sales, rental, leasing, or repair.

Cabinet/Upholstery Shop - An establishment for the production, display, and sale of cabinets, furniture, and soft coverings for furniture.

Campground or Recreational Vehicle Park - Any area that is designed for occupancy by transients using tents, mobile trailers, or recreational vehicles for temporary sleeping purposes.

Candlepower - The quantity of light required to illuminate a surface one (1) foot distance from a light source to the intensity of one (1) foot-candle.

Caretaker's/Guard's Residence - A residence located on a premises with a main non-residential use and occupied only by a caretaker or guard, and his/her family, employed on the premises.

Carport - A structure, either attached to or detached from another structure, open on a minimum of two sides designed or used to shelter not more than three vehicles and not to exceed twenty-four feet (24') on its longest dimension. Also called "covered parking area."

Car Wash - A facility where a customer can have a motorcycle, automobile and light load vehicle washed in exchange for financial consideration.

Car Wash, Self-Serve - A facility, typically coin operated, used by the customer to wash motorcycles, automobiles and light load vehicles.

Catering - An establishment in which the primary use is the preparation of food and meals on the premises, and where such food and meals are picked up or delivered to another location for consumption. This definition expressly prohibits on-site dining. (Ord. 2020-##; 08-11-2020)

Cemetery or Mausoleum - Property used for the interring of the dead.

Certificate of Occupancy - An official certificate issued by the Town through the Building Official that indicates conformance with or approved conditional waiver from the zoning regulations and authorizes legal use of the premises for which it is issued; may be referred to as an Occupancy Permit.

Child Care Center, Home - A home occupation that occurs in the caregiver's home that provides care for less than twenty-four (24) hours a day to no more than six (6) children under the age of fourteen, plus six (6) additional children after school hours. The total number of children, including the caretaker's own children, is no more than twelve (12) at any time. This use is subject to registration/licensing with appropriate State agencies. (Ord. No. 18-39; 05-22-18)

Child Care Center, Incidental - An accessory use designed only for the care of children belonging to employees of the primary use. The center shall be completely contained within the primary use and shall not constitute more than fifteen percent (15%) of the main use. The operating hours of the center shall be the same as the primary use and shall not include overnight lodging, medical treatment, counseling, or rehabilitative services. This use is subject to registration/licensing with appropriate State agencies. (Ord. No. 18-39; 05-22-18)

Child Care Center, Licensed - A non-residential institution that provides care for less than twenty-four (24) hours a day for seven (7) or more children under the age of fourteen. This use is subject to registration/licensing with appropriate State agencies. (Ord. No. 18-39; 05-22-18)

Civic/Convention Center - A building or complex of buildings used for cultural, recreational, athletic, convention or entertainment purposes.

Clear-Cutting - Any indiscriminate cutting, plowing, or grubbing of Protected Tree(s) without regard to their type or size for the purpose of clearing an area of land of Trees.

College, University, Trade, or Private Boarding School - An institution established for educational purposes offering courses for study beyond the secondary education level, including trade schools and commercial schools offering training or instruction in a trade, art, or occupation. A Private Boarding School is an educational institution offering primary and secondary level courses. Dormitories for students and employees only are permitted in conjunction with these uses.

Commercial Amusement, Indoor - An enterprise providing for indoor recreational activities, services, amusements, and instruction for an admission fee. Uses may include, but are not limited to, bowling alleys, ice or roller skating rinks, bingo parlors, amusement arcades, and/or practice areas.

Commercial Amusement, Outdoor - An enterprise providing for outdoor recreational activities, services, amusements, and instruction for an admission fee, including, but not limited to, batting cages, miniature golf, go-kart tracks, and carnivals.

Community Center - A building or portion of a building owned and/or operated by a government entity or not-for-profit agency in which facilities are provided for civic, educational, political, or social purposes.

Community Home - A residence for persons with disabilities, limited to a maximum of six (6) persons with disabilities and two supervisors, no closer than one-half mile to an existing community home, permitted by right in all residential zoning districts. This use is subject to registration/licensing with appropriate State agencies. This definition is subject to the Community Homes for Disabled Persons Act (Texas Human Resources Code, Section 123.001 et seq.) as it exists or may be amended. (*Ord. No. 18-39; 05-22-18*)

Comprehensive Plan - Graphic and textual form policies which govern the future development of the Town and which consists of various components governing specific geographic areas and functions and services of the Town.

Concrete/Asphalt Batching Plant, Permanent - A permanent manufacturing facility for the production of concrete or asphalt.

Concrete/Asphalt Batching Plant, Temporary - A temporary manufacturing facility for the on-site production of concrete or asphalt during construction of a project, and to be removed when the project is completed.

Construction Yard and Field Office, Temporary - A building, structure, or storage/assembly yard used in conjunction with a development project for housing temporary supervisory or administrative functions related to development, construction, or the sale of real estate properties within the development and subject to removal at completion of construction.

Contractor's Shop and/or Storage Yard - A building, part of a building, or land area for the construction or storage (inside or out) of materials, tools, products, and vehicle fleets.

Convenience Store with Gas Pumps - A retail establishment that sells food and other consumable and non-consumable products for off-premise use or consumption. This definition shall also include the dispensing or sales of motor vehicle fuels, lubricants, and accessories, but shall not include automobile repair or the sale of replacement parts.

Convenience Store without Gas Pumps - A retail establishment that sells food and other consumable and non-consumable products for off-premise use or consumption.

Court - An open, unobstructed space, bounded on more than two sides by the walls of a building. An inner court is entirely surrounded by the exterior walls of a building. An outer court has one side open to a street, alley, yard, or other permanent open space.

Coverage - The lot area covered by all buildings located thereon.

Cutoff - The point at which all light rays emitted by a lamp, light source or luminary are completely eliminated (cutoff) at a specific angle above the ground.

Cutoff Angle - The maximum angle formed by a line drawn in the direction of emitted light rays at the light source and a line perpendicular to the ground from the light source, beyond which no light is emitted.

Day Care Center, Adult - A facility that provides services under an Adult Day Care Program on a daily or regular basis, but not overnight, to four or more elderly or handicapped persons who are not related by blood, marriage, or adoption to the owner of the facility. Adult Day Care Centers must be licensed by the Texas Department of Human Services.

Development - Any manmade change to improved or unimproved real estate, including but not limited to, buildings and/or other structures, paving, drainage, utilities, storage, and agricultural activities.

District - Any section or sections of the Town for which the regulations governing the use of land and the use, density, bulk, height and coverage of buildings and other structures are uniform for each class or kind of building therein.

Donation or Recycling Bin - An unattended receptacle with a door, slot or other opening that is intended to accept donated or recyclable materials, excluding containers associated with recyclable materials generated by the on-premise operator and receiving regular collection services. (*Ord. 15-74; 12-08-15*)

Downtown Public Parking Lot(s) - An area, other than street or public way, provided for self-parking by employees, visitors, and/or patrons of any state or local government, any public accommodations, retail or office establishments, or any other business open to the general public.

Drip Line - A vertical line running through the outermost portion of the crown of a tree and extending to the ground.

Dry Cleaning, Major - An industrial facility where fabrics are cleaned with substantially non-aqueous organic solvents on a commercial or wholesale basis.

Dry Cleaning, Minor - A custom cleaning shop or pick-up station not exceeding six thousand (6,000) square feet of floor area, including, but not limited to, dry cleaning plants having no more than one thousand five hundred (1,500) square feet of floor area for dry cleaning equipment.

Easement - A grant of one or more of the property rights by the property owner to and/or for the use by the public, a corporation or another person or entity.

Electrical Power Generating Plant - All equipment, fixtures, and property operated or maintained in connection with the production of electricity and transmission of electricity produced.

Equipment and Machinery Sales and Rental, Major - A building or open area used for the display, sale, rental, or storage of heavy equipment and machinery.

Equipment and Machinery Sales and Rental, Minor - A building or structure used for the inside display, sale, rental, or storage of light machinery, including, but not limited to, bicycles, lawn mowers, tools, and other small machinery.

Fairgrounds/Exhibition Area - An area where outdoor fairs, circuses, or exhibitions are held.

Family - One or more persons related by blood, marriage, or adoption, or a group not to exceed four (4) persons not all related by blood or marriage, adoption or guardianship, occupying a dwelling unit and living as a single housekeeping unit.

Farmer's Market - An area containing individual vendors who offer fruits, vegetables, herbs, spices, edible seeds, nuts, live plants, flowers, and honey for sale. The following products are not permitted for sale at a Farmer's Market: any type of meat, fish, poultry, eggs, refrigerated dairy products, or home packaged items.

Farm, Ranch, Stable, Garden, or Orchard - An area which is used for the cultivation of vegetables, fruits, and grain or for the raising thereon of the usual farm poultry and farm animals such as horses, cattle, and sheep and including the necessary accessory uses for raising, treating, and storing products raised on the premises, but not including the commercial feeding of offal or garbage to swine or other animals and not including any type of agriculture or husbandry specifically prohibited by ordinance or law.

Feed Store - An establishment for the selling of corn, grain, and other foodstuffs for animals and livestock and including other implements and goods related to agricultural processes, but not including farm machinery.

Fence - Any construction or hedge of any material, the purpose of which is to provide protection from intrusion (either physical or visual) to prevent escape, mark a boundary, or provide decoration. A wall shall be considered a fence. Restraining walls for the purpose of diverting water and retaining soil are not classified as a fence.

Flea Market, Inside - A building or structure wherein space is rented to vendors on a short-term basis for the sale of merchandise. The principal sales shall include new and used household goods, personal effects, tools, art work, small household appliances, and similar merchandise, objects, or equipment in small quantities. The term flea market shall not be deemed to include wholesale sales establishments or rental services establishments, but shall be deemed to include personal services establishments, food services establishments, retail sales establishments, and auction establishments.

Flood or Spot Light - Any light fixture or lamp that incorporates a reflector or a refractor to concentrate the light output into a directed beam in a particular direction.

Flood Plain - Any property within the limits as delineated by FEMA (Federal Emergency Management Agency) of the 100-year flood plain or as amended by an engineering flood study of the ultimate developed conditions prior to any reclamation.

Floor Area - The total gross square feet of floor space within the outside dimensions of a building including each floor level, but excluding carports, residential garages, and breezeways.

Floor Area Ratio (FAR) - The floor area of a main building or buildings on a lot, excluding structured parking garages, divided by the lot area.

Food Truck Park - An establishment which provides for the congregation for one (1) or more temporary food businesses for the purposes of offering food and beverage sales to the public. (Ord. 2020-##; 08-11-2020)

Foot-Candle - A unit of illumination produced on a surface, all points of which are one (1) foot from a uniform point source of one (1) candle. When metric units are used, lux is the unit of light quantity. One (1) lux equals one (1) lumen per square meter of area. One (1) foot-candle equals 10.76 lux.

Fortune Teller/Psychic - A use involving the foretelling of the future in exchange for financial or other valuable consideration. Fortune telling shall include, but is not limited to, uses where the fortune is told through astrology, augury, card or tea reading, cartomancy, clairvoyance, clairsaudience, crystal gazing, divination, magic mediumship, necromancy, palmistry, psychometry, phrenology, prophecy, and spiritual reading. Fortune telling does not include forecasting based on historical trends or patterns or religious dogma.

Fraternal Organization, Lodge, Civic Club, Fraternity, or Sorority - An organized group having a restricted membership and specific purpose related to the welfare of the members including, but not limited to, Elks, Masons, Knights of Columbus, Rotary International, Shriners, or a labor union.

Full Cutoff-Type of Luminaries or Horizontal Limited Luminaries - Luminaries constructed or shielded to direct all light at a cutoff angle of less than ninety (90) degrees.

Funeral Home - A place for the storage of human bodies prior to their burial or cremation, or a building used for the preparation of the deceased for burial and the display of the deceased and ceremonies connected therewith before burial or cremation. On-site cremation services permitted in accordance with the Conditional Development Standards. (Ord. 15-74; 12-08-15)

Furniture, Home Furnishings and Appliance Store - Retail establishments selling goods used for furnishing the home, including, but not limited to, furniture, floor coverings, draperies, domestic stoves, refrigerators, and other household electrical and gas appliances.

Furniture Restoration - A workshop that specializes in furniture refinishing, including the use of all materials, tools, and chemicals associated with the use.

Garage, Private - An enclosed (on at least three (3) sides) accessory building, or a part of a main building, used for storage of automobiles and used solely by the occupants and their guests. Also called "enclosed parking space."

Gas Pumps - Any facility, equipment, or fixture, including a canopy, used for retail dispensing of motor vehicle fuels.

General Manufacturing/Industrial Use Complying with Performance Standards - Manufacturing of finished products and component products or parts through the processing of materials or substances, including basic industrial processing. Such operations shall be determined by Health, Fire, and Building officials not to be a hazard or nuisance to adjacent property or the community at large, due to the possible emission of excessive smoke, noise, gas, fumes, dust, odor, or vibration, or the danger of fire, explosion, or radiation.

Glare - Direct light emitted from a light source, which is sufficient to cause annoyance, discomfort, or temporary loss of visual performance and visibility.

Golf Course and/or Country Club - A land area and buildings used for golf, including fairways, greens, tee boxes, driving range, putting green, and associated maintenance and retail facilities. This definition shall also include clubhouses, dining rooms, swimming pools, tennis courts, and similar recreational or service uses available only to members and their guests.

Governmental Office - A building used for the provision of governmental executive, management, administrative, and/or postal services. Governmental offices include those facilities owned and/or operated by city, special district, county, state, and federal agencies.

Green Belt - An open space that may be of irregular form that may include trees typically found along a natural or manmade feature such as a creek, flood plain, escarpment, right-of-way, or park.

Guest House - A second, attached or detached dwelling unit located on the same lot or tract as the primary dwelling unit, which provides for living, sleeping, and cooking facilities and is used by family members, guests of the family, or a domestic worker hired by the homeowner of the primary dwelling unit. A mobile home or a HUD-Code manufactured home shall not be considered as a guest house. (*Ord 17-43; 06-13-17*)

Gymnastics/Dance Studio - A building or portion of a building used as a place of work for a gymnast, dancer, or martial artist or for instructional classes in gymnastics, dance, or martial arts.

Health/Fitness Center - A public or private facility operated to promote physical health and fitness. Activities may include exercise, physical therapy, training, and education pertaining to health and fitness. Uses or combinations of uses or facilities would typically include, but are not limited to, game courts, weight lifting and exercise equipment, aerobics, swimming pools and spas, and running or jogging tracks.

Heavy Load Vehicle - A self-propelled vehicle having a Manufacturer's Recommended Gross Vehicle Weight (GVW) of greater than eleven thousand (11,000) pounds, such as large recreational vehicles (originally manufactured as RVs, not converted), tractor-trailers, buses, vans, and other similar vehicles. The term "truck" shall be construed to mean "Heavy Load Vehicle" unless specifically stated otherwise.

Height of Luminary - The height of a luminary shall be the vertical distance from the ground directly below the centerline of the luminary to the lowest direct light emitting part of the luminary.

Helistop - A place where helicopters can land and take off only and excluding refueling, maintenance, repairs, and storage of helicopters.

Homebuilder Marketing Center - A building or structure used for the marketing and sale of lots and/or homes.

Home Occupation - An occupation, which is secondary to the primary use of a dwelling as a residence, conducted on residential premises by the occupant of the residence. Home occupations shall be subject to the conditions set forth in Chapter 3, Section 1.4(5) of this Ordinance.

Hospital - An institution providing primary health services and medical or surgical care to persons, primarily inpatients, suffering from illness, disease, injury, deformity, and other abnormal physical or mental conditions, and including, as an integral part of the institution, related facilities such as laboratories, helistops, outpatient facilities, or training facilities as licensed by the State of Texas.

Hotel, Full Service - A building or group of buildings designed for and occupied as a temporary lodging place; where financial consideration is generally calculated on a nightly basis; provides a restaurant offering three (3) meals a day; provides meeting/event space; and is not classified as a limited service hotel or a residence hotel. (Ord. 15-74; 12-08-15)

Hotel, Limited Service - A building or group of buildings designed for and occupied as a temporary lodging place; where financial consideration is generally calculated on a nightly basis and is not classified as a full service hotel or a residence/extended stay hotel. (Ord. 15-74; 12-08-15)

Hotel, Residence/Extended Stay - A building or group of buildings designed for and occupied as a temporary lodging which may include an extended stay and where financial consideration is generally calculated on a nightly, weekly or monthly basis and is not classified as a limited service hotel or a full service hotel. (Ord. 15-74; 12-08-15)

Household Care Facility - A dwelling unit which provides residence and care to not more than six (6) persons, regardless of legal relationship, who are elderly; disabled; orphaned, abandoned, abused, or neglected children; victims of domestic violence; convalescing from illness; terminally ill; or rendered temporarily homeless due to fire, natural disaster or financial setbacks, living together with not more than two (2) supervisory personnel as a single housekeeping unit. This definition is subject to the Personal Care Facility Licensing Act (Texas Health and Safety Code, Section 247.001 *et seq.*) and the Community Homes for Disabled Persons Location Act (Texas Human Resources Code, Section 123.001 *et seq.*) as they presently exist or may be amended in the future. (Ord. No. 18-39; 05-22-18)

Household Pet - A domesticated animal kept for pleasure rather than utility, including, but not limited to, a dog, cat, or bird.

House of Worship - A building designed and used primarily for religious assembly and worship and those accessory activities which are customarily associated therewith, and the place of residence for ministers, priests, nuns, rabbis, or other religious personnel on the premises (tax exempt as defined by State law). This definition includes, but is not limited to, churches, temples, synagogues, and mosques. For the purposes of this Ordinance, bible study and other similar activities that occur in a person's primary residence shall not apply to this definition.

Illumination Level - Average lighting intensity measured at grade (in foot-candles).

Incandescent Light - Illumination produced by a filament, which is heated by an electric current, including quartz and halogen lights.

Incidental Use - Any use different from the primary use but which compliments and/or supplements the primary use, which shall not constitute more than fifteen percent (15%) of the main use.

Indoor Gun Range - Any indoor facility open to the public and occupying all or a portion of a building where firearms are discharged for testing or recreation purposes.

Industrial Park - A large tract of land that has been planned, developed, and operated as an integrated facility for a number of individual industrial uses, with special attention to circulation, parking, utility needs, aesthetics, and compatibility.

Insurance Office - A building or facility used for the sales, management, and administration of insurance services, including the estimation of automobile damages, but excluding on-site parking/storage of damaged vehicles.

Lamp - The component of a luminary that produces the actual light.

Landfill - A tract of land used for the burial of farm, residential, institutional, industrial, or commercial waste that is not hazardous, medical, or radioactive.

Landscaping - Material such as, but not limited to, grass, groundcovers, shrubs, vines, hedges, trees or palms, and non-living durable material commonly used in landscaping, such as, but not limited to, rocks, pebbles, sand, walls or fences, but excluding paving.

Laundromat - A facility where patrons wash, dry, or dry-clean clothing and other fabrics in machines operated by the patron.

Light Load Vehicles - A self-propelled vehicle having a Manufacturer's Recommended Gross Vehicle Weight (GVW) not greater than eleven thousand (11,000) pounds, and having no more than two (2) axles, such as pick-up trucks, vans, recreational vehicles (less than thirty-two feet (32') in length), campers and other similar vehicles but not including automobiles and motorcycles.

Light Pollution - The shining of light produced by luminaries above the height of the luminaries and into the sky.

Light Trespass - The shining of light produced by luminaries beyond the boundaries of the property on which it is located.

Limited Assembly and Manufacturing Use Complying with Performance Standards - The fabrication, assembly, manufacturing, and packaging of finished products or parts, predominantly from previously prepared materials, but excluding basic industrial processing. Such operations shall be determined by Health, Fire, and Building officials not to be a hazard or nuisance to adjacent property or the community at large, due to the possible emission of excessive smoke, noise, gas, fumes, dust, odor, or vibration, or the danger of fire, explosion, or radiation.

Loading Space - An off-street space or berth used for the delivery and loading or unloading of vehicles.

Locksmith/Security System Company - Establishments primarily engaged in providing, installing, repairing, and/or monitoring locks and electronic security systems.

Lot - Any plot of land occupied or intended to be occupied by one main building and the required parking, or a group of main buildings, and accessory building and uses, including such open spaces as are required by this Ordinance, and other laws or ordinances, and having its principal frontage on a public street or officially approved place.

Lot, Area - The total area, measured on a horizontal plane, included within lot lines.

Lot, Corner - A lot which has at least two adjacent sides abutting a street, provided that the interior angle at the intersection of such two sides is less than one hundred thirty-five (135) degrees.

Lot, Depth - The mean horizontal distance between the front and rear lot lines.

Lot, Double Frontage - A lot having a frontage on two (2) non-intersecting streets, as distinguished from a corner lot.

Lot, Flag or Panhandle - A lot having access to a street by means of a parcel of land having a depth greater than its frontage, and having a width less than the minimum required lot width, but not less than twenty-five feet (25'). The maximum distance of the area less than the required width from the front property line shall be one hundred ten feet (110').

Lot, Interior - A lot other than a corner lot.

Lot, Key - A corner lot that is so designed that the lots located directly behind it face the side street of the corner lot and are not separated by an alley.

Lot Frontage - That dimension of a lot or portion of a lot abutting on a street, excluding the side dimension of a corner lot.

Lot Line, Front - The narrower side of the lot abutting a street. Where two lot lines abutting streets are of equal length, the owner shall have a choice in designating which shall be the lot frontage. For a lot which has

a boundary line which does not abut the front street line, is not a rear lot line and lies along the same general directional orientation as the front and rear lot lines, said line shall be considered a front lot line in establishing minimum setback lines.

Lot Line, Rear - The lot line farthest from and most parallel to the front lot line. For triangular lots, the point opposite the front lot line shall be considered the rear lot line.

Lot Line, Side - Any lot line not the front or rear lot line.

Lot Lines or Property Lines - The lines bounding a lot as defined herein.

Lot of Record - A lot which is part of a subdivision, the plat of which has been recorded in the office of the County Clerk of Collin or Denton County or a lot subdivided by metes and bounds description prior to October 1984.

Lot Width - The horizontal distance measured between side lot lines parallel to the front lot line, and measured from the point on the building line that is closest to the front lot line.

Lumen - Unit used to express the light output of a lamp or fixture.

Luminary - A complete lighting unit consisting of a light source and all necessary mechanical, electrical and decorative parts.

Luminous Tube Lighting - Gas-filled tubing which, when subjected to high voltage, becomes luminescent in a color characteristic of the particular gas used (e.g., neon or argon).

Machine Shop - A workshop where metal fabrication tools, including, but not limited to, lathes, presses, and mills, are used for making, finishing, or repairing machines or machine parts.

Major Thoroughfare - A dedicated street or highway route designated as a Thoroughfare by the Thoroughfare Plan map of the Comprehensive Plan.

Manufactured Home - A structure constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development (HUD), transportable in one or more sections, which, in the traveling mode, is eight (8) body feet or more in width or forty (40) body feet or more in length, or, when erected on site, is three hundred and twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems with the appropriate label. The term does not include a recreational vehicle. (or under the Texas Manufactured Housing Standards Act, Chapter 1201, Texas Occupations Code, as amended).

Masonry Construction - Unless otherwise provided for in this Ordinance, Masonry Construction constitutes clay fired brick, natural and manufactured stone, granite, marble, and stucco, ~~and architectural concrete block~~ as exterior construction materials for all structures. Other permitted exterior construction materials for ~~non-residential~~ big box, institutional, and industrial structures are architectural concrete block, tilt wall concrete panels, sealed and painted split faced concrete block, and high impact exterior insulation and finish systems (EIFS). High impact EIFS is only permitted when installed a minimum of nine feet (9') above grade at the base of the wall on which it is installed. (Ord. 2020-##; 08-11-2020)

Massage Therapy, Licensed - Any place of business in which massage therapy is practiced by a massage therapist, as defined and licensed by State law. "Massage therapy," as a health care service, means the manipulation of soft tissue for therapeutic purposes. The term includes, but is not limited to, effleurage (stroking), petrissage (kneading), tapotement (percussion), compression, vibration, friction, nerve strokes, and Swedish gymnastics, either by hand or with mechanical or electrical apparatus for the purpose of body massage. Massage therapy may include the use of oil, salt glows, heat lamps, hot and cold packs, tub, shower or cabinet baths. Equivalent terms for "massage therapy" are massage, therapeutic massage. Massage and "therapeutic" do not include diagnosis, the treatment of illness or disease, or any service or procedure for which a license to practice medicine, chiropractic, physical therapy, or podiatry is required by law.

Massage Therapy, Unlicensed - Any place of business in which massage therapy is practiced by an unlicensed massage therapist. "Massage therapy," as a health care service, means the manipulation of soft tissue for therapeutic purposes. The term includes, but is not limited to, effleurage (stroking), petrissage (kneading), tapotement (percussion), compression, vibration, friction, nerve strokes, and Swedish gymnastics, either by hand or with mechanical or electrical apparatus for the purpose of body massage. Massage therapy may include the use of oil, salt glows, heat lamps, hot and cold packs, tub, shower or cabinet baths. Equivalent terms for "massage therapy" are massage, therapeutic massage. Massage and "therapeutic" do not include diagnosis, the treatment of illness or disease, or any service or procedure for which a license to practice medicine, chiropractic, physical therapy, or podiatry is required by law.

Mechanical Equipment - For the purposes of the screening regulations contained herein, mechanical equipment shall include ground or roof-mounted HVAC units or commercial kitchen equipment. (Ord. 2020-##; 08-11-2020)

Meeting/Banquet/Reception Facility - A building which is rented, leased or otherwise made available to any person or group for a private event function that is not open to the general public, whether or not a fee is charged. (Ord. 15-74; 12-08-15)

Mineral Extraction - The process of extracting sand, gravel, stone, petroleum, gas, or other minerals/natural resources from the earth. This definition does not include drilling wells for water.

Mini-Warehouse/Public Storage - A building(s) containing separate, individual self-storage units for rent or lease. The conduct of sales, business, or any activity other than storage shall be prohibited within any individual storage unit.

Miscellaneous Hazardous Industrial Use - Any industrial use not specifically defined in this section that is determined by Health, Fire, or Building officials to be a hazard or nuisance to adjacent property or the community at large, due to the possible emission of excessive smoke, noise, gas, fumes, dust, odor, or vibration, or the danger of fire, explosion, or radiation.

Mobile Food Vendor - Any person or persons who operates or sells food from a self-propelled vehicle or stationary cart or trailer mounted on chassis, but without an engine for a period of 15 days or greater per year. (This definition does not include Mobile Food Units.) Mobile food vendors who operate for 14 days or less shall be considered temporary food establishments, as defined by the Town of Prosper Health Ordinance as it exists or may be amended. (Ord. 2020-##; 08-11-2020)

Mobile Home - A structure that was constructed before June 15, 1976, transportable in one or more section, which, in the traveling mode, is eight (8) body feet or more in width or forty (40) body feet or more in length, or, when erected on site, is three hundred and twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems. (or under the Texas Manufactured Housing Standards Act, Chapter 1201, Texas Occupations Code, as amended).

Model Home - A single-family dwelling in a developing subdivision located on a legal lot of record that is limited to temporary use as a sales office for the subdivision and to provide an example of the dwellings which have been built or which are proposed to be built in the same subdivision.

Modular Home (or Industrialized Housing) - "Modular home" means a structure or building module as defined, under the jurisdiction and control of the Texas Department of Licensing and Regulation and that is installed and used as a residence by a consumer, transportable in one or more sections on a temporary chassis or other conveyance device, and designed to be used on a permanent foundation system. The term includes the plumbing, heating, air-conditioning, and electrical systems contained in the structure. The term does not include a mobile home as defined in the Texas Manufactured Housing Standards Act (Chapter 1201, Texas Occupations Code, as amended); nor does it include building modules incorporating concrete or masonry as the primary structural component.

Motorcycle - A usually two (2) wheeled self-propelled vehicle having one (1) or two (2) saddles or seats, and which may have a sidecar attached. For purposes of this Ordinance, motorbikes, motor scooters, mopeds, and similar vehicles are classified as motorcycles.

Motorcycle Sales/Service - The display, sale, repair, and servicing of new or used motorcycles.

Motor Vehicle - Any vehicle designed to carry one or more persons, which is propelled or drawn by mechanical or electrical power, such as automobiles, trucks, motorcycles, and buses.

Multifamily Dwelling - Attached dwelling units designed to be occupied by three or more families living independently of one another, exclusive of Full Service Hotels, Limited Service Hotels, or Residence/Extended Stay Hotels. (Ord. 15-74; 12-08-15)

Municipal Uses Operated by the Town of Prosper - Any area, land, building, structure, and/or facility owned, used, leased, or operated by the Town of Prosper, Texas, including, but not limited to, administrative office, maintenance facility, fire station, library, sewage treatment plant, police station, water tower, service center, park, heliport, helistop, and golf course.

Museum/Art Gallery - A building serving as a repository for a collection of natural, scientific, artistic, or literary objects of interest, and designed to be used for viewing, with or without an admission charge, and which may include as an accessory use the sale of goods.

Net Acre - The area within the platted limits of a lot. For the purpose of calculating residential density, Net Acreage shall not include the following:

- Right-of-way dedicated for major thoroughfares.
- Required parkland dedication.
- Detention.
- Land used for non-residential purposes.

For the purpose of calculating residential density, Net Acreage may include the following:

- Non-reclaimed floodplain.
- Private open space.
- Park dedication in excess of minimum park dedication requirements.
- Detention ponds that contain a constant water level, are landscaped, or otherwise treated as an amenity for the development, as determined by the Director of Planning or his/her designee

Nonconforming Use - A building, structure, or use of land lawfully occupied at the time of the effective date of this Ordinance or amendments thereto, but which does not conform to the use regulations of the district in which it is situated.

Non-Residential Property - Property zoned or used for other than residential purposes.

Nursery, Major - An establishment for the cultivation and propagation, display, storage, and sale (retail and wholesale) of large plants, shrubs, trees, and other materials used in indoor or outdoor plantings; and the contracting for installation and/or maintenance of landscape material as an accessory use. Outdoor display and storage is permitted.

Nursery, Minor - A retail business for the display and/or sale of trees, shrubs, flowers, ornamental plants, seeds, garden and lawn supplies, and other materials used in indoor and outdoor planting, without outside storage or display.

Occupancy - The use or intended use of the land or buildings by proprietors or tenants.

Office and Storage Area for Public/Private Utility - The pole yard, maintenance yard, or administrative office of public or private utilities.

Office Center - A building or complex of buildings used primarily for conducting the affairs of a business, profession, service, industry or government, or like activity, which may include ancillary services for office workers such as a coffee shop, newspaper or candy stand.

Office/Showroom - A building that primarily consists of sales offices and sample display areas for products and/or services delivered or performed off-premises. Catalog and telephone sales facilities are appropriate. Incidental retail sales of products associated with the primary products and/or services are permitted. Warehousing facilities shall not exceed fifty percent (50%) of the total floor area. This designation does not include contractor's shop and storage yard.

Office/Warehouse/Distribution Center - A building primarily devoted to storage, warehousing, and distribution of goods, merchandise, supplies, and equipment. Accessory uses may include retail and wholesale sales areas, sales offices, and display areas for products sold and distributed from the storage and warehousing areas.

Officially Approved Place of Access - Access, other than a dedicated street, to a property that is approved by the Town.

Off-Street - Off the right of way of a public street or place.

Open Storage - The outside storage or exhibition of goods, materials, merchandise, or equipment on a lot or tract. Open storage must meet the requirements in Chapter 4, Section 5.2(D, E).

Ordinance - The Zoning Ordinance of the Town, as it exists or may be amended. The term "ordinance," not capitalized, refers to any other ordinance of the Town.

Outdoor Lighting - The nighttime illumination of an outside area or object by any man-made device located outdoors that produces light by any means.

Outside Merchandise Display, Incidental - The unenclosed display of commodities, materials, goods, inventory or equipment readily accessible to the public for retail sales in conjunction with a primary enclosed use. (Ord. 15-74; 12-08-15)

Outdoor Merchandise Display, Temporary - The temporary display of merchandise such as a sidewalk sale subject to Conditional Development Standards. (Ord. 15-74; 12-08-15)

Outdoor Storage, Incidental - The unenclosed storage of commodities, materials, goods, or equipment in conjunction with a primary enclosed use and typically located in an area not readily accessible to the public. (Ord. 15-74; 12-08-15)

Parking Lot - An off-street, ground level area, usually surfaced and improved, for the temporary storage of motor vehicles.

Parking Space - An area designated for the parking of a vehicle.

Park or Playground - An area developed for active play and recreation that includes, but is not limited to, open space, sports courts, play equipment, and trails.

Pawn Shop - An establishment where money is loaned on the security of personal property pledged in the keeping of the owners (pawnbroker).

Permitted Use - Any use allowed in a zoning district and subject to the restrictions applicable to that zoning district.

Pet Day Care - A commercial institution or place designed for the care of no more than one (1) household pet per one hundred (100) square feet of gross floor area.

Photometric Plan - A point-by-point plan depicting the intensity and location of lighting on the property.

Planned Development District - Planned associations of uses developed as integral land use units such as industrial parks or industrial districts, offices, commercial or service centers, shopping centers, residential

developments of multiple or mixed housing, including attached single-family dwellings or any appropriate combination of uses which may be planned, developed or operated or integral land use units either by a single owner or a combination of owners.

Planning & Zoning Commission - A board, appointed by the Town Council as an advisory body, authorized to recommend changes in the zoning and other planning functions as delegated by the Town Council. Also referred to as the "P&Z" or the "Commission." In the event that a Commission is not appointed, the Town Council shall perform the duties and responsibilities assigned to the Commission by this Ordinance.

Plat - A plan of a subdivision of land creating building lots or tracts and showing all essential dimensions and other information essential to comply with the subdivision standards of the Town of Prosper and subject to approval by the Planning & Zoning Commission and filed in the plat records of either Collin or Denton County. The plat must be prepared by a Public Surveyor registered in the State of Texas.

Plot - A single unit or parcel of land or a parcel of land that can be identified and referenced to a recorded plat or map.

Portable Building Sales - An establishment that displays and sells structures which are capable of being carried and transported to another location, not including mobile homes.

Premises - Land together with any buildings or structures situated thereon.

Primary Use - The principal or predominant use of any tract, lot, or building.

Print Shop (Major) - An establishment specializing in long-run printing operations including, but not limited to, book, magazine, and newspaper publishing using engraving, die cutting, lithography, and thermography processes.

Print Shop (Minor) - An establishment specializing in short-run operations to produce newsletters, flyers, resumes, maps, construction documents and plans, and similar materials using photocopying, duplicating, and blue printing processes. This definition shall include mailing and shipping services, but exclude the on-site storage of heavy load fleet vehicles.

Private Club - An establishment holding a Private Club permit under Chapter 32 or 33 of the Texas Alcoholic Beverage Code, as amended, that derives thirty-five percent (35%) or more of its gross revenue from the sale or service of Alcoholic Beverages for on-premise consumption and that is located within a dry area as defined in Title 6 (Local Option Elections) of the Texas Alcoholic Beverage Code, as amended. Private Club does not include a fraternal or veteran's organization, as defined in the Texas Alcoholic Beverage Code, as amended, holding a Private Club permit under Chapter 32 or 33 of the Texas Alcoholic Beverage Code. A Private Club does not include the holder of a food and beverage certificate, as defined in the Texas Alcoholic Beverage Code, as amended. Unless the person owning or operating the use supplies the building official with records to prove otherwise, an establishment holding a Private Club permit under Chapter 32 or 33 of the Texas Alcoholic Beverage Code, as amended, is presumed to derive thirty-five percent (35%) or more of its gross revenue from the sale or service of Alcoholic Beverages for on-premise consumption.

Private Recreation Center - A recreational facility, including, but not limited to, clubhouse, swimming pool, playground, and open space, operated for the exclusive use of private residents or neighborhood groups and their guests, and not the general public.

Private Street Development - A development of two or more lots sharing private gated vehicular access ways that are not dedicated to the public and are not publicly maintained. Private streets and alleys may be established only under the terms of the Subdivision Ordinance. The term "Private Street" shall be inclusive of alleys.

Private Utility (other than listed) - A non-public utility requiring special facilities in residential areas or on public property such as electricity, natural gas, or telecommunications not customarily provided by the municipality or public utilities. All radiating equipment must comply with current Federal Communications Commission (FCC), Environmental Protection Agency (EPA), Occupational Health and Safety Administration

(OSHA), and all other applicable State and Federal regulatory agency requirements and guidelines for human safety.

Property Line - When the property line is the initial point of establishing measurement requirements for the sale of any type of Alcoholic Beverage, "Property Line" shall mean the nearest property line of the lot where the sale of any type of Alcoholic Beverage may occur, without regard to intervening structures or objects, to the nearest property line of the lot where the church, public hospital, public school, private school and/or residential zoning district, as applicable, is located.

Protected Area - The 100-year floodplain plus the area within three hundred feet (300') of the 100-year floodplain.

Protected Residential Property - Any property within the Town that meets one of the following requirements:

- The property is zoned a residential district as defined within the Zoning Ordinance or zoned a planned development for residential uses;
- The property is designated on the Comprehensive Plan as any type of residential; or
- The property is used or subdivided for use as residential.

Railroad Track and Right-Of-Way - The right-of-way and track used by a railroad, but not including railroad stations, sidings, team tracks, loading facilities, dockyards, or maintenance areas.

Recreational Vehicle (RV) - A portable or mobile living unit used for temporary human occupancy away from the place of permanent residence of the occupants and self-propelled (motorized). *Also see Heavy Load Vehicle.*

Recreational Vehicle/Truck Parking Lot or Garage - An area or structure designed for the short or long-term parking or storage of recreational vehicles, boats, or heavy load vehicles.

Recreational Vehicle Sales and Service, New/Used - Sales and/or leasing of new and/or used recreational vehicles or boats, including, as an accessory use, repair work of recreational vehicles and boats.

Recycling Center - A facility that is not a junkyard and in which recoverable resources, such as newspapers, glassware, and metal cans are collected, stored, flattened, crushed, or bundled, essentially by hand within a completely enclosed building.

Recycling Plant - A facility that is not a junkyard and in which recoverable resources, such as newspapers, magazines, books, and other paper products; glass; metal cans; and other products, are recycled, reprocessed, and treated to return such products to a condition in which they may again be used for production.

Redevelopment - Any manmade change or alteration to a design and/or layout of an existing Development(s) including repair, expansion and/or removal and replacement of existing building and/or structure, paving drainage, utilities, storage and/or agricultural uses.

Rehabilitation Care Facility - A dwelling unit which provides residence and care to not more than nine (9) persons regardless of legal relationship who have demonstrated a tendency towards alcoholism, drug abuse, mental illness, or antisocial or criminal conduct living together with not more than two supervisory personnel as a single housekeeping unit.

Rehabilitation Care Institution - A facility which provides residence and care to ten (10) or more persons, regardless of legal relationship, who have demonstrated a tendency toward alcoholism, drug abuse, mental illness, or antisocial or criminal conduct together with supervisory personnel.

Repair Service, Indoor - The maintenance and repair of electronics, appliances and fixtures customarily used in a home or office. The term does not include any type of repair to engines or other motorized equipment or vehicles. (*Ord. 15-74; 12-08-15*)

Research and Development Center - A facility that includes laboratories and experimental equipment for medical testing, prototype design and development, and product testing. Any facility that is determined by Health, Fire, or Building officials to be a hazard or nuisance to adjacent property or the community at large, due to the possible emission of excessive smoke, noise, gas, fumes, dust, odor, or vibration, or the danger of fire, explosion, or radiation is not to be included in this category.

Residence - Any building or portion thereof, which is designed or used as living quarters for one or more families, but not including mobile homes.

Residential District - District where the primary purpose is residential use.

Residential Garage Loft - A small, accessory dwelling located above a private garage which provides for living, sleeping, and cooking facilities and is used by family members, guests of the family, or a domestic worker hired by the homeowner of the primary dwelling unit. (*Ord 17-43; 06-13-17*)

Residential Property - Any property that is either zoned for or designated on the Future Land Use Plan for residential uses.

Restaurant - An establishment where food and drink are prepared and consumed primarily on the premises. Drive-through service is permitted in accordance with the Conditional Development Standards. (*Ord. No. 17-49; 06-27-17*)

Restaurant, Drive-In - An eating establishment where primarily food or drink is served to customers in motor vehicles or where facilities are provided on the premises which encourage the serving and consumption of food in automobiles on or near the restaurant premises.

Retail/Service Incidental - Any use different from the primary use but which compliments and/or supplements the primary use. Said use shall be operated for the benefit or convenience of the employees, visitors, or customers of the primary use. Incidental shall mean a floor area that constitutes not more than fifteen percent (15%) of the main use.

Retail Stores and Shops - An establishment engaged in the selling of goods and merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods. Retail stores and shops include, but are not limited to, art and craft store, retail bakery, bookstore, boot and shoe sales, ceramics store, clothing and apparel store, computer store, department store, fabric store, florist, grocery store, food market, hobby or toy store, leather store, meat market, medical supply store, music instrument sales, novelty or gift shop, optical store, pet shop, drugstore or pharmacy, sporting goods (including the sale of firearms) store, trophy sales, television store, and used clothing store.

Retirement Housing - A building or group of buildings consisting of attached or detached dwelling units designed for the housing of age-restricted residents. In addition to housing, this type of facility may provide services to its residents such as meals in a central dining room, housekeeping, transportation and activity rooms. The facility shall not be licensed as an assisted living center or a skilled nursing home. (*Ord. 15-74; 12-08-15*)

Room - A building or portion of a building that is arranged, occupied, or intended to be occupied as living or sleeping quarters but not including toilet or cooking facilities.

Salvage Yard - Any lot upon which two or more motor vehicles of any kind, which are incapable of being operated due to condition or lack of license, have been placed for the purpose of obtaining parts for recycling or resale.

Satellite Dish Antenna - An oval or round, parabolic apparatus capable of receiving communications from a transmitter relay located in planetary orbit. Usable satellite signals shall mean satellite signals, from the major communication satellites that, when viewed on a conventional television set, are at least equal in picture quality to those received from local commercial television stations or by way of cable television.

School District Bus Yard - Any premises owned and/or operated by an independent school district, or designee, used for the parking and storage of motor-driven buses.

School, Private or Parochial - A school operated by a private or religious agency or corporation other than an independent school district, having a curriculum generally equivalent to a public elementary or secondary school.

School, Public - A school operated by an independent school district and providing elementary or secondary curriculum.

Setback - See definition for Building Line.

Servant's Quarters - An accessory dwelling in a residential district for the sole use and occupancy of a member of the immediate family or a person or persons employed on the premises by the occupant on a full time basis as domestic help, such as a maid, yard man, chauffeur, cook or gardener, but not involving the rental of such facilities or the use of separate utility connections.

Sewage Treatment Plant/Pumping Station - A facility owned and/or operated by a private entity that is designed for the collection, removal, treatment, and/or disposal of water borne sewage.

Sexually Oriented Uses - An adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, escort agency, nude model studio, sexual encounter center, or other use that distributes, displays, or manufactures sexually oriented materials. Sexually Oriented Uses are subject to the requirements of Prosper Ordinance No. 89-2 as it exists or may be amended.

Shopping Center - A group of primarily retail and service commercial establishments planned, constructed and managed as a total entity with customer and employee parking provided on-site, provision for goods delivery separated from customer access, provision of aesthetically appropriate design and protection from the elements.

Single-Family Residence, Detached - A dwelling designed and constructed for occupancy by one (1) family and having no physical connection to a building located on any other separate lot or tract.

Small Engine Repair Shop - A shop for the repair of lawnmowers, chainsaws, lawn equipment, and other small engine equipment and machinery.

Stable, Commercial - A stable used for the rental of stall space for horses and/or mules or for the sale or rental of horses and/or mules.

Standard Masonry Construction - Having at least seventy five percent (75%) of the exterior walls of a building constructed of brick, stone or other Masonry Construction.

Story - That portion of a building, other than a basement, included between the surface of any floor and the surface of the floor next above it, or, if there be no floor above it, then the space between the floor and the ceiling next above it. The average height for a story shall be defined as twelve feet (12'). Multiple stories, or portions thereof, shall be a result of the number of stories and story height of twelve feet (12'). The definition of a story does not include parapets, gables, and other normal roof structures.

Story, Half - A single room within a dwelling unit above the second floor. A half-story will occupy no less than two-thirds (2/3) of the area under the roof, and shall have non-operating opaque windows for facades that face adjacent properties. Transparent windows may face the front yard. A half story containing independent apartment, living quarters, or bedroom shall be counted as a full story.

Street - Any dedicated public thoroughfare that affords the principal means of access to abutting property.

Street, Intersection - Any street that joins another street at an angle, whether or not it crosses the other.

Structural Alterations - Any change in the supporting members of a building, such as bearing walls or partitions, columns, beams, or girders, or any substantial change in the roof or in the exterior walls.

Structure - Anything that is built or constructed, an edifice or building of any kind, or a piece of work artificially built up or composed of parts joined together in some definite manner.

Storage or Wholesale Warehouse - A building used primarily for the storage of goods and materials.

Studio Dwelling - An accessory residence that is located in the same structure as, typically above, a commercial or office use in the Downtown Office or Downtown Commercial Districts. The minimum floor area for a studio residence shall be six-hundred fifty (650) square feet. Each individual office or commercial use may have one (1) accessory studio dwelling.

Taxidermist - An establishment whose principle business is the practice of preparing, stuffing, and mounting the skins of dead animals for exhibition in a lifelike state.

Telephone Exchange - A central switching hub servicing the public at large in which telephone lines are connected to permit communication.

Temporary Building - An industrialized or modular building or structure without a permanent foundation. Membrane structures shall not be considered a temporary building. ~~Temporary Buildings may be used by a house of worship (church), public school (kindergarten (K) through twelfth (12th) grade), or government building for a period no greater than three (3) years, subject to approval by the Building Official. Additional one (1) year extension(s), thereafter, may be approved by the Planning & Zoning Commission. Appeals for determinations made by the Building Official or Planning & Zoning Commission may be forwarded to Town Council for consideration. See Chapter 3, Section 1.4(7) Temporary Building. (Ord. 2020-##; 08-11-2020)~~

Temporary Outdoor Lighting - The specific illumination of an outside area or object by any man-made device located outdoors that produces light by any means for a period of less than four (4) days with at least one-hundred and eighty (180) days passing before being used again.

Temporary Wireless Communications and Support Structures - Wireless communications and support structures as defined in this Section intended to provide service for a limited period of time per the conditions of a the regulating Specific Use Permit or intended to provide service on a temporary basis in conjunction with a special event, emergency situation, or equipment failure. (Ord 18-12; 01-23-18)

Theater, Drive-In - An open lot devoted to the showing of motion pictures or theatrical productions on a paid admission basis to patrons seated in motor vehicles.

Theater, Neighborhood - A building or part of a building devoted to the showing of motion pictures or for dramatic, musical, or live performances, with a maximum of ten (10) screens, stages, or combination thereof or a combined seating capacity of two thousand five hundred (2,500) or less.

Theater, Regional - A building or portion of a building used primarily for showing motion pictures or for dramatic, musical, or live performance having more than ten (10) screens, stages, or combination thereof or a combined seating capacity greater than two thousand five hundred (2,500).

Town - References to the "Town" shall mean the Town of Prosper.

Town Council - The governing body of the Town of Prosper, Texas.

Townhome (Single Family Dwelling, Attached) - A structure located on a lot with fee simple ownership and containing three to eight dwelling units with each unit designed for occupancy by one family and each unit attached to another by a common wall. (Ord. 2020-##; 08-11-2020)

Tract - An area, parcel, site, piece of land, or property that is the subject of a zoning or development application.

Trailer, Hauling - A vehicle to be pulled behind a motor vehicle that is designed for hauling animals, produce, goods or commodities, including boats.

Trailer/Mobile Home Display and Sales - The offering for sale, storage, or display of trailers or mobile homes on a parcel of land but excluding the use of such facilities as dwellings either on a temporary or permanent basis.

Trailer Rental - The display and offering for rent of trailers designed to be towed by light load vehicles.

Trailer, Travel or Camping - A portable or mobile living unit designed to be towed behind another vehicle and used for temporary human occupancy. A Travel or Camping Trailer shall not serve as the principal place of residence of the occupants.

Transit Center - Any premises, including bus stations, for the loading and unloading of passengers and the temporary parking of transit vehicles between routes or during stopovers and excluding overnight parking and storage of transit vehicles.

Tree - Any self-supporting woody perennial plant which has one well defined trunk diameter of four and one-half inches (4½") or more in diameter when measured at a point four and one-half feet (4½') above the natural ground level and which normally attains a height of at least twelve feet (12') at maturity.

Tree Permit - An official document or certificate issued by the Town of Prosper authorizing the removal of a tree in accordance with Chapter 4, Section 3 of this Ordinance.

Tree, Protected - A tree that is determined to be healthy by the Director of Development Services, or his/her designee, and meets one of the following requirements:

- Any tree, regardless of species, six inches (6") or larger in diameter when measured at a point four and one-half feet (4½') above the ground level and which normally attains a height of at least twelve feet (12') at maturity, and located within a 100-year floodplain.
- Any tree, except those species listed below, six inches (6") or larger in diameter when measured at a point four and one-half feet (4½') above the ground level and which normally attains a height of at least twelve feet (12') at maturity, and located outside of the 100-year floodplain.
- Any protected tree forty inches (40") or larger in diameter when measured at a point four and one-half feet (4 ½') above ground level and which normally attains a height of least twelve feet (12') at maturity; or any tree deemed to be of historical significance.

The following trees shall not be included in the above definition of Protected Trees:

Silver Leaf Maple	<i>Acer saccharinum</i>
Hackberry, Texas Sugarberry	<i>Celtis laevigata</i>
Honey Locust	<i>Gleditsia triacanthos</i>
Bois d' Arc	<i>Maclura pomifera</i>
Mimosa	<i>Mimosa sp.</i>
Mulberry	<i>Morus rubra</i>
White Poplar	<i>Populus alba</i>
Cottonwood	<i>Populus deltoides</i>
Mesquite	<i>Prosopis glandulosa</i>
Willow	<i>Willow sp.</i>

(Ord. No. 18-23; 03-27-18)

Tree, Replacement or Transplanted - Any tree that is listed under Chapter 4, Section 3 of this Ordinance, as it exists or may be amended, and/or utilized for mitigation of Protected Trees that have been, or are required to be, removed and replaced or transplanted under the requirements of this Ordinance. A replacement tree is one that has been planted to mitigate the removal of a tree from the property. A transplanted tree is one that exists on the property and is relocated within the property. A tree must have a minimum size of three (3) inches when measured at a point twelve inches (12") above the natural ground level and will normally attain a height of at least twelve feet (12') at maturity to be considered a replacement or transplanted tree.

Trees, Stand of - A group of six (6) or more protected trees that have a combined caliper measurement of forty-eight inches (48") or greater and each tree is within twenty (20) linear feet of another tree within the group. The distance measurement shall occur at natural grade from edge of trunk to edge of trunk.

Truck - A light or heavy load vehicle (see definitions for Light and Heavy Load Vehicle).

Truck/Bus Repair - An establishment providing major and minor repair services to panel trucks, vans, trailers, recreational vehicles, or buses.

Truck Sales, Heavy Trucks - The display, storage, sale, leasing, or rental of new or used panel trucks, vans, trailers, recreational vehicles, or buses in operable condition.

Truck Terminal - An area and building where cargo is stored and where trucks, including tractors and trailer units, load and unload cargo on a regular basis, including facilities for the temporary storage of loads prior to shipment.

Two Family Residence - A detached dwelling designed with a common vertical wall between units and to be occupied by two (2) families living independently of each other.

Units per Acre - A measurement of residential density, the number of residential living units permitted to be developed on a Net Acre of land.

Usable Open Space - An area or recreational facility that is designed and intended to be used for outdoor living and/or recreation. An area of common usable open space shall have a slope not exceeding ten percent (10%); shall have no dimension of less than fifteen feet (15'); and may include recreational facilities, water features, required perimeter landscape areas, flood plain areas and decorative objects such as art work or fountains. Usable open space shall not include: required sidewalks, rooftops, accessory buildings, except those portions or any building designed specifically for recreational purposes, parking areas, landscaped parking requirements, driveways, turn-rounds or the right-of-way or easement for streets or alleys.

Utility Distribution/Transmission Facility - Facilities, including subsidiary stations, which serve to distribute, meter, transmit, transform, or reduce the pressure of gas, water, or electric current.

Variance - An adjustment in the application of the specific regulations of the Zoning Ordinance to a particular parcel of property which, because of special conditions or circumstances of hardship peculiar to the particular parcel, is necessary to prevent the property from being deprived of rights and privileges enjoyed by other parcels in the same vicinity and zoning district. Only the Board of Adjustment of the Town of Prosper can grant a variance, in accordance with the Chapter 211 of the Texas Local Government Code, as amended.

Veterinarian Clinic and/or Kennel, Indoor - An establishment, not including outside pens, where animals and pets are admitted for examination and medical treatment, or where domesticated animals are housed, groomed, bred, boarded, trained, or sold for commercial purposes.

Veterinarian Clinic and/or Kennel, Outdoor - An establishment with outdoor pens, where animals and pets are admitted for examination and medical treatment, or where domesticated animals are housed, groomed, bred, boarded, trained, or sold for commercial purposes.

Water Treatment Plant - A facility owned and/or operated by a private entity that is used to alter the physical, chemical, or biological quality of water.

Wind Energy System - A wind energy conversion system consisting of a wind turbine, a tower, and associated control or conversion electronics, which has a rated capacity of not more than 10kW and is intended to reduce on-site consumption of electricity.

Winery - A manufacturing facility designed to place wine into a bottle or other container for wholesale and limited retail distribution. A winery is subject to compliance with the Texas Alcoholic Beverage Code, as it exists or may be amended, and permitting by the Texas Alcoholic Beverage Commission.

Wireless Communications and Support Structures - An antenna and its supporting structures, and any appurtenances intended for transmitting or receiving electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals, data transmission, television signals, or other or similar forms of electronic communication. (*Ord. 18-12; 01-23-18*)

Yard - An open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except where otherwise specifically provided in this Ordinance that the building or structure may be located in a portion of a yard required for a main building. In measuring a yard for the purpose of determining the width of the side yard, the depth of a front yard or the depth of a rear yard, the shortest horizontal distance between the lot line and the main building shall be used.

Yard, Front - A yard located in front of the front elevation of a building and extending across a lot between the side yard lines and being the minimum horizontal distance between the front property line and the outside wall of the main building.

Yard, Rear - The area extending across the rear of a lot measured between the lot lines and being the minimum horizontal distance between the rear lot line and the rear of the outside wall of the main building. On both corner lots and interior lots, the rear yard shall in all cases be at the opposite end of the lot from the front yard.

Yard, Side - The area between the building and side line of the lot and extending from the front lot line to the rear lot line and being the minimum horizontal distance between a side lot line and the outside wall of the side of the main building.

Zoning District Map - The official map upon which the boundaries of the various Zoning Districts are drawn and which is an integral part of this Ordinance.

SECTION 1 SITE PLAN PROCESS

(Ord. 2020-##; 08-11-2020)

1.1 GENERAL

This Section establishes a site plan review process for land development. The process involves a series of two plans, progressing from a generalized evaluation of a site and development concept to approval of a detailed development plan.

The first plan is a Preliminary Site Plan. This plan presents detailed information on building layout, parking, drives, landscaping, screening, and other site improvements. Preliminary Site Plan approval assures the applicant that the general layout is acceptable prior to proceeding with detailed engineering and design work. Site Plan approval is the final step in the process. A Site Plan is a detailed, scaled drawing of all surface improvements, structures and utilities proposed for development. Site plan approval is required prior to a construction release and prior to the issuance of building permits. Preliminary Site Plans and Site Plans require review and approval by the Planning & Zoning Commission.

The purpose of this process is to:

- A. Ensure compliance with adopted Town development regulations and other applicable regulations for which the Town has enforcement responsibility.
- B. Promote safe, efficient and harmonious use of land through application of Town-adopted design standards and guidelines.
- C. Protect and enhance the Town's environmental and aesthetic quality.
- D. Ensure adequate public facilities to serve development.
- E. Prevent or mitigate adverse development impacts, including overcrowding and congestion.
- F. Aid evaluation and coordination of land subdivision.
- G. Promote the public health, safety and welfare.

1.2 APPLICABILITY

The site plan review process shall apply to:

- A. Nonresidential development, except for Agricultural buildings and temporary field construction offices/staging areas as permitted by the Building Official.
- B. Multifamily residential development having more than four dwelling units, ~~including attached single family housing.~~
- C. Mobile home parks.
- D. Parking lot development, reconstruction or reconfiguration of more than twenty (20) spaces.

1.3 SUBMISSION OF APPLICATIONS

Applications for approval of plans required by this Section must be submitted to the ~~Planning Department~~ Planning Division. A calendar of official submittal dates for items requiring Planning & Zoning Commission approval shall be published by the Town thirty (30) days prior to the beginning of each calendar year. All applications received on a date other than an official submittal date shall be dated received on the next official submittal date. Applications must be complete for acceptance, in accordance with Chapter 1, Section 9.

1.4 FEES, FORMS AND PROCEDURES

The Town Council shall establish a schedule of fees relating to the site plan approval process. The ~~Director of Planning~~Director of Development Services may establish procedures, forms and standards with regard to the content, format and number of copies of information constituting an application for preliminary site plans and site plans.

1.5 PRELIMINARY SITE PLAN

A. General

A preliminary site plan is the first plan in the site plan approval process. The purpose of the plan is to:

1. Ensure compliance with applicable development regulations and previously approved, valid plans affecting development of the property.
2. Determine the placement, configuration, coverage, size and height of buildings.
3. Determine the design of public street improvements and right-of-way, the design and location of drives, aisles and parking.
4. Determine location and preliminary design of open space, landscaping, walls, screens and amenities.
5. Determine the preliminary design of drainage facilities and utilities.

B. Applicability

Except as provided in Chapter 4, Section 1.6(A), an approved, valid preliminary site plan shall be required prior to the consideration of a site plan for development property defined in Chapter 4, Section 1.2. The plan must include all contiguous property of common ownership, except that approved platted lots that are not part of the intended development may be shown for informational purposes only.

C. Application Procedure and Requirements

1. **Pre-Application** – Before preparing a preliminary site plan, the applicant shall meet with ~~Planning Department~~Planning Division staff to discuss the application procedure and requirements, and review the proposed development concept.
2. **General Application** – The property owner, or an authorized representative, shall submit an application for the approval of a Preliminary Site Plan. This application shall include the information listed ~~in the Development Manual below on a dimensioned, engineered scaled drawing on twenty four (24) by thirty six (36) inch size paper. The drawing shall include existing and proposed site conditions and improvements, including:~~
 - ~~a. Site boundaries, bearings and dimensions, lot lines, site acreage and square footage, and approximate distance to the nearest cross street.~~
 - ~~b. Location map, north arrow, scale, title block (located in the lower right hand corner) containing the proposed subdivision name with block and lot number, and preparation date.~~
 - ~~c. Name, address and phone number of land owner(s) and applicant(s).~~
 - ~~d. Site data summary table with the following information:~~
 - ~~• Zoning~~
 - ~~• Proposed Use~~
 - ~~• Lot Area, excluding right of way (square footage and acreage)~~
 - ~~• Building Area (gross square footage)~~
 - ~~• Building Height (feet and number of stories)~~

- ~~Lot Coverage~~
- ~~Floor Area Ratio (for non-residential zoning)~~
- ~~Total Parking Required (with ratio)~~
- ~~Total Parking Provided~~
- ~~Handicap Parking Required, including van-accessible~~
- ~~Handicap Parking Provided, including van-accessible~~
- ~~Interior Landscaping Required~~
- ~~Interior Landscaping Provided~~
- ~~Square footage of Impervious Surface~~
- ~~For multi-family developments:~~
 - ~~Number of Dwelling Units with Number of Bedrooms~~
 - ~~Usable Open Space Required~~
 - ~~Usable Open Space Provided~~
- e. ~~Town of Prosper site plan notes.~~
- f. ~~Existing topography at two (2) foot contours or less.~~
- g. ~~Natural features including tree masses and anticipated tree loss, Flood Plain, drainage ways and creeks.~~
- h. ~~Proposed reclamation of floodplain area(s), if applicable, with acreage.~~
- i. ~~Existing and proposed improvements and topography within seventy five (75) feet of the subject property, subdivision name, zoning, and land use description of property adjacent to the subject property.~~
- j. ~~Building locations, building size and dimensions, density, height, dimensions between buildings on the same lot, building lines and setbacks, and use.~~
- k. ~~Public streets, private drives and fire lanes with pavement widths, right of way, median openings, turn lanes (including storage and transition space), existing driveways on adjacent property, and driveways shown on approved plans for adjacent property with dimensions, radii and surface type.~~
- l. ~~Visibility easements.~~
- m. ~~Distances (measured edge to edge) between existing and proposed driveways (on site and off site) and streets.~~
- n. ~~Existing utilities, nearest fire hydrant dimensioned to property corner, and proposed fire hydrants.~~
- o. ~~Proposed detention areas, including preliminary calculations.~~
- p. ~~Parking areas and structures, including the number and layout of standard spaces, angle of parking if other than ninety (90) degrees, handicap spaces, drive aisles, loading and unloading areas, the location of ramps, crosswalks, sidewalks, and barrier free ramps with typical dimensions.~~
- q. ~~Access easements and off site parking.~~
- r. ~~Proposed dedications and reservations of land for public use including but not limited to rights of way, easements, park land, open space, drainage ways, Flood Plain and facility sites with gross and net acreage.~~
- s. ~~Screening walls, fences, living screens, headlight screens and service area screens, including conceptual height and type of construction and/or planting.~~

- ~~t. Dumpsters, located to minimize visibility, and including height and material of associated screening wall.~~
- ~~u. Landscaping islands and open space areas with dimensions.~~
- ~~v. Phases of development, including delineation of areas, building sites, land use and improvements to be constructed in independent phases.~~
- ~~w.e. Additional information as requested by staff to clarify the proposed development and compliance with minimum development requirements.~~

3. **Additional Requirements** – In addition to meeting the requirements for preliminary site plan approval, the following approvals may be necessary: (such applications and plans shall be accepted for filing, however, prior to approval of the preliminary site plan, and failure to submit such applications prior to approval of the preliminary site plan shall be grounds for denial or rejection of the preliminary site plan).
 - a. Preliminary plat, if applicable.
 - b. Preliminary utility plans, if applicable.
4. **Standards of Approval** – The Planning & Zoning Commission may approve, conditionally approve, table or deny a Preliminary Site Plan based on:
 - a. Conformance with the Comprehensive Plan and adopted design guidelines.
 - b. Compliance with the Zoning Ordinance and other applicable regulations and previously approved, valid plans for the property.
 - c. Impact on the site's natural resources.
 - d. Affect on adjacent and area property and land use.
 - e. Safety and efficiency of vehicular and pedestrian circulation, traffic control and congestion mitigation.
 - f. Safety and convenience of off-street parking and loading facilities.
 - g. Access for fire fighting and emergency equipment to buildings.
 - h. Use of landscaping and screening to shield lights, noise, movement or activities from adjacent properties and to complement the design and location of buildings and parking.
 - i. The location, size and configuration of open space areas to ensure that such areas are suitable for intended recreation and conservation uses.
5. **Effect** – Approval of a preliminary site plan by the Planning & Zoning Commission shall constitute authorization by the Town for the land owner(s) to submit an application for final site plan approval for development of the entire site or a portion thereof provided that the site plan conforms to the preliminary site plan and any conditions attached to its approval. During the time the preliminary site plan remains valid, the location of buildings, landscaped areas, open space, streets, drives, fire lanes, median breaks, curb cuts and parking shall remain fixed except as to permit minor adjustments resulting from subsequent engineering of improvements or to prevent a condition affecting public health or safety which was not known at the time of approval. Except where authorized by ordinance, a preliminary site plan may not be used to approve an exception to development regulations. Where an approved plan conflicts with an adopted regulation and no variance or exception is expressly approved, the regulation shall apply.
6. **Lapse** – The approval of a preliminary site plan shall be effective for a period of two (2) years from the date that the preliminary site plan is approved by the Planning & Zoning Commission, at the

end of which time the applicant must have submitted and received approval of a site plan by the Planning & Zoning Commission. If a site plan is not approved within such two (2) year period, the preliminary site plan approval is null and void. If site plan approval is only for a portion of the property, the approval of the preliminary site plan for the remaining property shall be null and void. The applicant shall be required to submit a new preliminary site plan for review and approval subject to the then existing regulations.

7. **Appeal** – The applicant, ~~Director of Planning~~Director of Development Services, or a simple majority of the Town Council may appeal the decision of the Planning & Zoning Commission by submitting a written notice of appeal to the ~~Planning Department~~Planning Division. The applicant or ~~Director of Planning~~Director of Development Services must submit said written notice of appeal no later than fourteen (14) days from the date of such decision. The Town Council shall consider and act on whether it will appeal the Commission's decision no later than fourteen (14) days from the date of such decision or at its first regular meeting (for which there is time to post an agenda as required by law) that occurs after the Commission meeting at which the decision was made, whichever is later. Written notice of the Town Council's vote to appeal shall be submitted to the ~~Planning Department~~Planning Division within seven (7) days of the Town Council's vote. The Town Council shall consider the appeal at a public meeting no later than forty-five (45) days after the date on which the notice of appeal is submitted to the ~~Planning Department~~Planning Division. The Town Council may affirm, modify, or reverse the decision of the Planning & Zoning Commission.

1.6 SITE PLAN

A site plan is the final plan required in the site plan approval process. The site plan is a detailed plan of the public and private improvements to be constructed. The purpose of the plan is to:

- Ensure compliance with applicable development regulations and previously approved, valid plans affecting development of the property.
- Coordinate and document the design of public and private improvements to be constructed.
- Coordinate the subdivision of land, including the granting of easements, development agreements and provision of surety.

A. Applicability

An approved and valid site plan shall be required prior to the approval of any construction plan and permit for any development defined in Chapter 4, Section 1.2 of this Ordinance. An approved, valid preliminary site plan is required prior to the consideration of a site plan except as provided below:

- ~~1.~~ 1. Development of a single building on one lot not exceeding three (3) net acres and where the lot is not being subdivided from a larger property.
- ~~1.2.~~ Development of property proposed to occur in a single phase.
2. Development of parking or outside storage areas.
3. Development of utilities and non-occupied structures.
4. Development of outdoor recreation structures and amenities.

B. Application Procedure and Requirements

1. **Pre-application** – Before preparing a site plan, the applicant shall meet with ~~Planning Department~~Planning Division staff to discuss the procedures for approval and to review the general concept of the proposed development.

2. **General Application** – The property owner shall submit an application for the approval of a Site Plan. This application shall include the information listed ~~in the Development Manual. below on a dimensioned, engineer scaled drawing on twenty four (24) by thirty six (36) inch size paper. The drawing shall include existing and proposed site conditions and improvements, including:~~
 - ~~a. Site boundaries, bearings and dimensions, lot lines, site acreage and square footage, and approximate distance to the nearest cross street.~~
 - ~~b. Location map, north arrow, scale, title block (located in the lower right hand corner) containing the proposed subdivision name with block and lot number, and preparation date.~~
 - ~~c. Name, address and phone number of land owner(s) and applicant(s).~~
 - ~~d. Site data summary table~~
 - ~~• Zoning~~
 - ~~• Proposed Use~~
 - ~~• Lot Area, excluding right-of-way (square footage and acreage)~~
 - ~~• Building Area (gross square footage)~~
 - ~~• Building Height (feet and number of stories)~~
 - ~~• Lot Coverage~~
 - ~~• Floor Area Ratio (for non residential zoning)~~
 - ~~• Total Parking Required (with ratio)~~
 - ~~• Total Parking Provided~~
 - ~~• Handicap Parking Required, including van accessible~~
 - ~~• Handicap Parking Provided, including van accessible~~
 - ~~• Interior Landscaping Required~~
 - ~~• Interior Landscaping Provided~~
 - ~~• Square footage of Impervious Surface~~
 - ~~• For multi family developments:~~
 - ~~○ Number of Dwelling Units with Number of Bedrooms~~
 - ~~○ Usable Open Space Required~~
 - ~~○ Usable Open Space Provided~~
 - ~~e. Town of Prosper site plan notes.~~
 - ~~f. Existing topography at two (2) foot contours or less and proposed at two (2) foot contours or less, referenced to sea level datum.~~
 - ~~g. Natural features including tree masses and anticipated tree loss, Flood Plain, drainage ways and creeks.~~
 - ~~h. Proposed reclamation of floodplain area(s), if applicable, with acreage.~~
 - ~~i. Existing and proposed improvements within seventy five (75) feet of the subject property, subdivision name, zoning, and land use description of property adjacent to the subject property.~~
 - ~~j. Building locations, building size and dimensions, intensity, density, height, dimensions between buildings on the same lot, building lines and setbacks, and use.~~
 - ~~k. Finished floor elevation of structures referenced to sea level datum.~~
 - ~~l. Public streets, private drives and fire lanes with pavement widths, right of way, median openings, turn lanes (including storage and transition space), existing driveways on adjacent property, and driveways shown on approved plans for adjacent property with dimensions, radii and surface type.~~

- ~~m. Distances (measured edge to edge) between existing and proposed driveways (on-site and off-site) and streets.~~
 - ~~n. Parking areas and structures, including the number and layout of standard spaces, angle of parking if other than ninety (90) degrees, handicap spaces, drive aisles, loading and unloading areas, the location of ramps, crosswalks, sidewalks, and barrier free ramps with typical dimensions.~~
 - ~~o. Access easements and any off-site parking.~~
 - ~~p. Location of off-street loading areas, dumpsters, and trash compactors with height and material of screening (these shall be located to minimize visibility).~~
 - ~~q. Proposed dedications and reservations of land for public use including but limited to: rights of way, easements, park land, open space, drainage ways, flood plains and facility sites with gross and net acreage. All dedications shall be free and clear of all encumbrances at the time of dedication.~~
 - ~~r. Screening walls, fences, living screens, retaining walls, headlight screens and service area screens, including height and type of construction and/or planting specification.~~
 - ~~s. Landscape islands with dimensions and open space areas with dimensions and total square footage.~~
 - ~~t. Proposed detention areas.~~
 - ~~u. Water and sanitary sewer mains and service lines with sizes, valves, fire hydrants, manholes, and other structures on-site or immediately adjacent to the site specified.~~
 - ~~v. Water and sewer connections, meter locations, sizes, and meter and/or detector check valve vaults indicated. Table of the number of water meters by size and noting if they are existing or proposed.~~
 - ~~w. Inlets, culverts and other drainage structures on-site and immediately adjacent to the site.~~
 - ~~x. Existing and proposed easements, including visibility easements.~~
 - ~~y.a. Additional information as requested by staff to clarify the proposed development and compliance with minimum development requirements.~~
3. **Additional Requirements** – The following plans shall be submitted with a site plan application and approval is necessary prior to final authorization for development:
- a. Final plat or replat.
 - b. Engineering plans.
 - c. Landscape plans.
 - d. Facade plan, if applicable.
 - e. Other approvals as required by ordinance or resolution.
4. **Standards of Approval** – Where application for site plan approval is made for development defined on an approved, valid preliminary site plan, the Planning & Zoning Commission may approve, conditionally approve or deny the application based upon the criteria listed below:
- a. Conformance with the Comprehensive Plan and adopted design guidelines.
 - b. Compliance with the Zoning Ordinance and other applicable regulations and previously approved, valid plans for the property.

- c. The design and location of off-street parking and loading facilities to ensure that all such spaces are usable and are safely and conveniently arranged.
 - d. The width, grade and location of streets designed to accommodate prospective traffic and to provide access for fire fighting and emergency equipment to buildings.
 - e. The use of landscaping and screening (1) to provide adequate buffers to shield lights, noise, movement or activities from adjacent properties when necessary, and (2) to complement the design and location of buildings and be integrated into the overall site design.
 - f. The location, size and configuration of open space areas to ensure that such areas are suitable for intended recreation and conservation uses.
 - g. Protection and conservation of soils from erosion by wind or water or from excavation or grading.
 - h. Protection and conservation of water courses and areas subject to flooding.
 - i. The adequacy of streets, water, drainage, sewerage facilities, garbage disposal and other utilities necessary for essential services to residents and occupants.
5. **Effect** – Approval of a site plan is the Town's authorization to apply for approval of building permits and to receive approval of engineering plans. During the time the site plan remains valid the Town shall not apply any additional requirements concerning building placement, streets, drives, parking, landscaping or screening. Site plan approval is separate and distinct from other permits and approvals as may be required by the Town and other regulatory agencies. Approval of a site plan shall not affect other applicable regulations concerning development and land use. Except where authorized by ordinance, a site plan may not be used to approve a variance to development regulations. Where an approved plan conflicts with an adopted regulation and no variance or exception is expressly approved, the regulation shall apply.
6. **Lapse** – The approval of a site plan shall be effective for a period of eighteen (18) months from the date of approval by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received approval of engineering plans and building permits. If the engineering plans and building permits are not approved, the site plan approval, together with any preliminary site plan for the property, is null and void. If engineering plans and permits have been approved only for a portion of the property and for improvements, the site plan for the remaining property and/or improvements, together with any preliminary site plan for the property, shall be null and void. The applicant shall be required to submit a new preliminary site plan and, subsequently, a new site plan consistent therewith, for review and approval by the Planning & Zoning Commission subject to the then existing regulations (see Chapter 4, Section 1.6(B)). Site plan approval shall expire upon completion of the improvements shown on the plan. Subsequent additional development, site modifications and redevelopment shall be permitted in accordance with Chapter 4, Section 1.10.
7. **Appeal** – The applicant, ~~Director of Planning~~Director of Development Services, or a simple majority of the Town Council may appeal the decision of the Planning & Zoning Commission by submitting a written notice of appeal to the ~~Planning Department~~Planning Division. The applicant or ~~Director of Planning~~Director of Development Services must submit said written notice of appeal no later than fourteen (14) days from the date of such decision. The Town Council shall consider and act on whether it will appeal the Commission's decision no later than fourteen (14) days from the date of such decision or at its first regular meeting (for which there is time to post an agenda as required by law) that occurs after the Commission meeting at which the decision was made, whichever is later. Written notice of the Town Council's vote to appeal shall be submitted to the ~~Planning Department~~Planning Division within seven (7) days of the Town Council's vote. The Town Council shall consider the appeal at a public meeting no later than forty-five (45) days after

the date on which the notice of appeal is submitted to the ~~Planning Department~~Planning Division. The Town Council may affirm, modify, or reverse the decision of the Planning & Zoning Commission.

1.7 AMENDMENTS

At any time following the approval of a preliminary site plan or site plan, and before the lapse of such approval the property owner(s) may request an amendment. Amendments shall be classified as major and minor. Minor amendments shall include corrections of distances and dimensions, adjustments of building configuration and placement, realignment of drives and aisles, layout of parking, adjustments to open space, landscaping and screening, changes to utilities and service locations which do not substantially change the original plan. Any increase of building height or proximity to an adjacent (off-site) residential use shall not be considered a minor amendment. The ~~Director of Planning~~Director of Development Services or his/her designee may approve or disapprove a minor amendment. Disapproval may be appealed to the Planning & Zoning Commission and Town Council (see Chapter 4, Section 1.6(B)(7) for appeal procedure). All other amendments shall be considered major amendments and will be considered by the Planning & Zoning Commission at a public meeting in accordance with the same procedures and requirements for the approval of a plan.

1.8 EXTENSION PROCEDURE

- A. A property owner, or his/her representative, may request extension of an approved preliminary site plan if such request is submitted to the ~~Director of Planning~~Director of Development Services, or his/her designee at least thirty (30) days prior to lapse of such plan as provided in these regulations. The preliminary site plan may be extended up to twelve (12) months. Application for the extension shall be made by submitting a development application to the Town's ~~Planning Department~~Planning Division on or before one of the Town's official submittal dates for development requests. The application shall be accompanied by a letter detailing the reason for the extension and by the required number of copies of the plan. If the ~~Director of Planning~~Director of Development Services or his/her designee denies the extension, the applicant may request an appeal to the Planning & Zoning Commission in writing within fourteen (14) days of such denial. If the Planning & Zoning Commission denies the extension, the applicant may request an appeal to the Town Council in writing within fourteen (14) days of such denial.

In reviewing an extension request, the ~~Director of Planning~~Director of Development Services or his/her designee shall consider the following:

- Has a site plan been submitted for any portion of the property shown on the preliminary site plan?
- Does the preliminary site plan comply with new ordinances, those approved after the initial approval of the preliminary site plan, that impact the health, safety, and general welfare of the community?
- Are there adequate public facilities, such as parks or schools, in the area surrounding the property?

Negative answers to any of the above shall be grounds to deny the extension or approve the extension with conditions. In granting any extension, the ~~Director of Planning~~Director of Development Services or his/her designee, the Planning & Zoning Commission, upon appeal, or the Town Council, upon appeal, may apply current development standards to the application, or make such other conditions as are needed to assure that the land will be developed in a timely fashion and that the public interest is served. A second one (1) year extension may be requested using the same process after the expiration of the initial extension.

- B. A property owner, or his/her representative, may request extension of an approved site plan if such request is submitted to the ~~Director of Planning~~Director of Development Services, or his/her designee at least thirty (30) days prior to lapse of such plan as provided in these regulations. Site plans may be extended up to six (6) months. Application for the extension shall be made by submitting a

development application to the Town's ~~Planning Department~~Planning Division on or before one of the Town's official submittal dates for development requests. The application shall be accompanied by a letter detailing the reason for the extension and by the required number of copies of the plan. If the ~~Director of Planning~~Director of Development Services or his/her designee denies the extension, the applicant may request an appeal to the Planning & Zoning Commission in writing within fourteen (14) days of such denial. If the Planning & Zoning Commission denies the extension, the applicant may request an appeal to the Town Council in writing within fourteen (14) days of such denial.

In reviewing an extension request, the ~~Director of Planning~~Director of Development Services or his/her designee shall consider the following:

- Has the preparation of civil engineering plans progressed, a grading permit been issued, or construction commenced?

A negative answer to the above shall be grounds to deny the extension. In granting an extension, the ~~Director of Planning~~Director of Development Services or his/her designee, the Planning & Zoning Commission, upon appeal, or the Town Council, upon appeal, may apply current development standards to the application, or make such other conditions as are needed to assure that the land will be developed in a timely fashion and that the public interest is served. A second six (6) month extension may be requested using the same process after the expiration of the initial extension.

- C. In determining whether to grant such request, the ~~Director of Planning~~Director of Development Services or his/her designee, the Planning & Zoning Commission, and/or the Town Council shall take into account the reasons for the requested extension, the ability of the property owner to comply with any conditions attached to the original approval and the extent to which newly adopted regulations shall apply to the plan. The ~~Director of Planning~~Director of Development Services or his/her designee, the Planning & Zoning Commission, and/or the Town Council shall extend or reinstate the plan, with or without conditions, or deny the request, in which instance the property owner must submit a new application for approval.
- D. The ~~Director of Planning~~Director of Development Services or his/her designee, the Planning & Zoning Commission, and/or the Town Council may extend or reinstate the approval subject to additional conditions based upon newly enacted regulations or such as are necessary to assure compliance with the original conditions of approval. The ~~Director of Planning~~Director of Development Services or his/her designee, the Planning & Zoning Commission, and/or the Town Council may also specify a shorter time for lapse of the extended plan than is applicable to original approvals.

1.9 REVOCATION OF APPROVAL

The Town Council or the Planning & Zoning Commission may revoke approval of a preliminary site plan or site plan if it determines that the conditions of the approval have not been met or if the plan contains, or is based upon, incorrect information. The Town shall notify an applicant within fourteen (14) days of such revocation of approval via U.S. Postal Service.

1.10 ADDITIONAL DEVELOPMENT AND REDEVELOPMENT

Following the completion of improvements shown on an approved site plan, additional development, site modifications or redevelopment of the site shall be permitted subject to the approval of a revised site plan. Minor expansions and redevelopment may be approved by the ~~Director of Planning~~Director of Development Services or his/her designee under the terms of Chapter 4, Section 1.7. All other expansions or redevelopment shall require submittal of a revised site plan and the approval of the Planning & Zoning Commission under the requirements and procedures then in effect.

1.11 WAIVER OF CERTAIN DEVELOPMENT REGULATIONS BY THE TOWN MANAGER (Ord. No. 2020-43; 05-12-20)

Notwithstanding the authority granted to the Director of Development Services or his/her designee to approve or disapprove minor amendments, pursuant to Subsection 1. 7 of this Section, as amended, the Town Manager is hereby authorized to approve minor waivers or exceptions to any of the following development regulations contained in this Chapter: site plan requirements (Section 1), landscaping (Section 2), tree mitigation (Section 3), parking and loading requirements (Section 4), screening fences and walls (Section 5), outdoor lighting (Section 6), accessory buildings (Section 7), and non-residential design and development (Section 8), all as amended.

In no event shall the Town Manager approve any waiver or exception to a requirement that would (1) alter the permitted uses on the property; (2) increase the permitted density; (3) increase any permitted building height; (4) reduce any required setbacks; or (5) alter any façade requirements. Moreover, the Town Manager is not authorized and shall not approve any waiver or exception for any development requirement contained in a duly-authorized development agreement, including any requirements relative to building products or materials, or aesthetic method in the construction, renovation, maintenance or other alteration of a building.

SECTION 2
LANDSCAPING(Ord. 2020-##; 08-11-2020)

2.1 PURPOSE

The purpose of this Section is to provide for the orderly and aesthetic development of the Town and to promote the health, safety and general welfare of the community. It is the intent of this Section to achieve the following:

- A balance between the need for landscape treatments and the need for commercial growth in the Town.
- Promote a flexible attitude of enforcement sufficient to meet the spirit and intent of these requirements.
- To aid in stabilizing the environment's ecological balance by contributing to the processes of air purification, oxygen regeneration, ground-water recharge, storm water runoff retardation and erosion control.
- Provide for the separation and buffering of incongruous uses and intensity of activities; and provide for the visual softening of building masses.
- Reduce glare from paved surfaces, dust nuisances and the impact of noise.
- Protect and promote the value of residential and commercial properties within the Town.
- Promote a positive image for the attraction of new business enterprises within the Town.
- Encourage the protection of healthy trees and vegetation and promote the natural ecological environmental and aesthetic qualities of the Town.

Therefore, landscaping is required of new development and altered or repaired construction on all developments, and construction of the developments shall conform to the standards in this Section (the "Landscape Standards").

2.2 SCOPE

The standards and criteria contained in this Section are the minimum standards for all new development and existing developments that are expanding or redeveloping thirty (30) percent or more of that development. For the purposes of this Section, expanding or redeveloping shall be based on the impacted building area. All construction in these developments shall conform to this Section. In addition, any use requiring a Specific Use Permit (SUP) or any property having a Planned Development (PD) zoning designation must comply with these Landscape Standards or the standards set forth in the SUP or PD zoning designation, whichever is more restrictive. The provisions of this section shall be administered and enforced by the ~~Director of Planning~~Director of Development Services, or his/her designee. For new construction, Landscape Standards shall be shown on a Landscape Plan as required in this Section.

A. Permits

No permits will be issued for building, paving, utilities or construction until a Landscape Plan is submitted and approved by the Town. A Certificate of Occupancy will not be issued until the Landscape Plan approved by the Town has been installed in accordance with that plan and approved by the Town.

If a Certificate of Occupancy is sought during a season of the year in which the Town determines that it would be impractical to plant trees, shrubs or grass, or to lay turf, the developer/owner will deposit with the Town a sum of money equal to the cost of installing all or the remaining portion of the approved Landscape Plan. In lieu of paying cash, the developer/owner may provide financial assurance of payment of the cost of installing the Landscape Plan acceptable to the Town, which will remain in effect until the Landscape Plan is installed and accepted by the Town. The Landscape Plan will be installed within six (6) months of final acceptance of the development by the Town or issuance of the first certificate of occupancy within the development. Failure to do so will be a violation of this Ordinance and subject to the penalties contained herein.

B. Enforcement

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If at any time after the issuance of a Certificate of Occupancy, the landscaping that was installed does not conform to the Landscape Plan or the Landscape Standards, the Town will issue notice to the property owner, tenant and/or agent, citing the violation and describing the action required to comply with this Section. The owner, tenant or agent shall have thirty (30) days from date of said notice to comply with approved Landscape Plan. If the landscaping is not installed within the allotted time, the property owner, tenant, and agent shall be in violation of this Ordinance. In addition to any other remedy available to the Town, the Certificate of Occupancy for that property may be revoked.

2.3 LANDSCAPE PLAN

A landscape plan shall be submitted in conjunction with a site plan and/or final plat for all developments. A landscape plan is not required for individual single family lots. With the exception of properties consisting of less than two (2) acres and located in DTO, DTR, or DTC district, the landscape plans shall be prepared by a Landscape Architect shall contain the following information outlined in the Development Manual:-

- ~~A. Minimum scale of one (1) inch equals thirty (30) feet or appropriate scale for legibility.~~
- ~~A. Location, size and species of all existing trees to be preserved indicating true size as measured four and one half (4½) feet above natural ground level.~~
- ~~B. Location of all plant and landscaping material to be used, including plants, paving, benches, screens, fountains, statues, earthen berms, ponds (to include depth of water), topography of site, or other landscape features.~~
- ~~C. Identification of all plant material to be used, identified by both common and botanical names.~~
- ~~D. Size of all plant material to be used at time of planting, appropriate spacing shall be indicated on the Landscape Plan and approved by the Town.~~
- ~~E. Layout and description of irrigation, sprinkler, or water systems including placement of water sources. A Texas license irrigation seal is necessary on all irrigation plans that require certification.~~
- ~~F. All common areas, non residential, and multi family landscape areas will be irrigated with a mechanical irrigation system including turf and ground cover areas.~~
- ~~G. A certified landscape architect shall be required for the preparation and submission of the Landscape Plan. (A dry seal with signature is acceptable for the Landscape Plan).~~
- ~~H. North indicating mark.~~
- ~~I. Date of the Landscape Plan and any revisions.~~
- ~~J. Size and location of all existing and proposed utilities, including easements.~~
- ~~K. Details and/or cross sections as required for clarification by the Town.~~
- ~~L. Topography shall include final grade at one (1) foot intervals using spot elevations and/or contours to define proposed drainage patterns as required by the Town.~~
- ~~M.A. Parkways and medians shall have a minimum of six (6) inches of topsoil.~~

2.4 MAINTENANCE (Ord. No. 17-74; 09-26-17)

- A. The owner, tenant and/or their agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping required by this Ordinance. All plant material shall be perpetually maintained in a healthy and growing condition as is appropriate for the season of the year. Plant materials that die shall be replaced by property owner, tenant or agent with plant material of similar variety and size, within thirty (30) days of notification by the Town or a date approved by the Town.
- B. All trees located on Town Property shall be cared for by the Town unless that responsibility is transferred to another entity through a Council-approved agreement. The Director of the Parks and Recreation

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Department shall ensure that the Town, or its contractor, monitors and cares for trees in a way that promotes a healthy and growing urban forest, is performed according to ANSI A300, "Standards for Tree Care Operations," and tree care best management practices published by the International Society of Arboriculture. It shall be unlawful to remove, prune, damage or otherwise harm trees on Town property without permission from the Director of the Parks and Recreation Department. The Parks and Recreation Department shall be responsible for developing and updating an annual work plan. This work plan shall document what maintenance activities are being performed and scheduled each year. The Parks and Recreation Board may appoint an advisory committee to focus on issues and initiatives that pertain to any Urban Forest that is located on public lands.

2.5 GENERAL STANDARDS

The following criteria and standards shall apply to landscape materials and installation:

- A. All required landscaped open areas shall be completely covered with living plant material. Mulch and other materials can be used around required shrub and tree plantings. Supplemental plantings or design elements that are beyond requirements can be submitted for Town review and approval at any time. Landscape Plans must meet the minimum requirements of this Section prior to approval by the Town.
- B. Plant materials shall conform to the standards of the approved plant lists in this Section and substitutions of plant material may be approved by the Town. The quantity of plant material required by this Section must equal or exceed the minimum number of plants required by this Section. Unless otherwise noted on the approved Landscape Plan, required plant material can be placed in groupings or utilized in appropriate planting designs that are proposed by the applicant and approved by the Town.
- C. Trees shall have an average spread of crown of greater than fifteen (15) feet at maturity. Trees having a lesser average mature crown of fifteen (15) feet may be substituted by grouping the same so as to create the equivalent of fifteen (15) feet crown of spread. Unless otherwise specified herein, trees shall be of a minimum of three (3) inches in caliper as measured twelve (12) inches above natural soil level and seven (7) feet in height at time of planting.
- D. Shrubs other than dwarf variety shall be a minimum of two (2) feet in height when measured immediately after planting. A screening hedge, where required, shall be planted and maintained so as to form a continuous, unbroken, solid visual screen that will be three (3) feet in height within one (1) year after planting. Any parking area abutting the landscape perimeter will be screened from the adjacent street as approved by the Town. Parking areas that are beyond sixty (60) feet from the property line do not require screening unless adjacent to a residential zoning district or a residential development.
- E. Ground covers used in lieu of grass must provide complete coverage within one (1) year of planting. Ground cover planting must provide and maintain adequate coverage as approved by Town.
- F. Earthen berms shall not exceed a 3:1 slope (three (3) feet of horizontal distance for each one (1) foot of height). All berms will contain adequate drainage and preventive erosion measures as may be required by the Town. Berms shall not include construction debris. Slippage or damage to the smooth finish grade of the berm must be corrected prior to acceptance by Town.
- G. Large Trees must be planted four (4) feet or greater from curbs. Large trees shall be placed a minimum of four (4) feet from sidewalks, utility lines, screening walls and/or other structures. Ornamental trees can be placed closer than four (4) feet with approval from the Town. Any reduction in spacing requires a root barrier approved by the Town. Utility installation that includes common trench and conduit banks is exempt from the Large Tree planting distance requirements. The Town has final approval for all tree placements. The Landscape Plan will show the size and location of duct banks.
- H. Evergreen trees such as conifers intended for screening will have a minimum height of six (6) feet at the time of planting. Evergreen shrubs intended for required screening shall be a minimum of seven (7) gallons and be capable of attaining six (6) feet in height in two growing seasons.

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- I. A Tree Permit, in accordance with Chapter 4, Section 3.3, and/or grading permit is required for all clear-cutting and/or mass removal of under-story or wooded areas.
- J. All driveways will maintain visibility as approved by the Town. Landscaping shall not impede visibility affecting the health, safety, and welfare of the public.
- K. All plantings intended for erosion control will be maintained by the land owner, applicant, or tenant. The Town may require re-vegetation to prevent erosion or slippage.
- L. Small trees may be substituted for Large Trees at the rate of three (3) small trees for each one (1) large tree (3:1) with approval of the Town. Unless otherwise specified herein, small trees will have a minimum size of three (3) inch caliper.
- M. New or proposed plant materials will be measured and sized according to the Texas Association of Nursery (TAN) standards.
- N. Other plant materials in excess of the quantities required in this Ordinance may be smaller than the required material. All shrubs intended for public, non-residential, or multi-families developments should be at least two (2) gallons or more.
- O. Alternate designs may be considered by the Town to conform to the intent of this Ordinance. Any alternate design requires Town approval. The alternate method of utilizing large quantities of small material may include, but are not limited to:
 - One (1) five (5) gallon shrub = Two (2) three (3) gallon or four (4) two (2) gallon
 - One (1) three (3) inch large tree = Three (3) three (3) inch ornamental trees

All substitutions are subject to Town approval and must be specified on the approved Landscape Plan.
- P. The right-of-way adjacent to required landscape areas shall be maintained by the adjacent property owner in the same manner as the required landscape area.
- Q. Existing trees on a property that are preserved may be used to meet the requirements of this Section upon approval by the Town.
 - 1. Existing trees approved by the Town for credit are to remain in a living and growing condition. Any existing tree for which credit was given that dies shall be replaced on the same basis as set forth in this Section.
 - 2. Large groups of small or under-story trees are eligible for tree preservation credits with approval from the Town. Credits shall be indicated on the landscape plan.
 - 3. Credit will be revoked where trees intended for preservation credits are damaged due to, among other things, construction, broken branches, soil compaction or soil cut/fill.

2.6 LANDSCAPE AREA REQUIREMENTS

- A. Single Family, Two Family (Duplex), Town Home, and Mobile Home Landscape Area Requirements
 - 1. Trees from the Large Tree list in Section 2.7 below shall be planted on all Single-Family Detached, Two Family (Duplex), and Town Home lots. Trees shall be planted to meet the total number of caliper inches referenced in the table below. Required trees shall not be smaller than three (3) caliper inches. A minimum of one (1) - four (4) caliper inch tree(s) shall be located in the front yard of all residential lots less than 7,000 square feet in size. A minimum of two (2) - four (4) caliper inch trees shall be located in the front yard of all residential lots 7,000 square feet in size and larger. The remaining required Large Trees may be placed in the front or rear of the residential lot. The total caliper inches of Large Trees and number of shrubs are required as shown in the table below.

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<u>Size of Lot (sq. ft.)</u>	<u>Caliper Inches</u>	<u>Number of Shrubs</u>
2,500 - 6,999	4	12
7,000 - 8,999	8	15
9,000 - 19,999	11	20
20,000+	14	25

(Ord. 15-55; 09-22-15)

2. A minimum of one (1) tree from the Large Tree list in Section 2.7 below shall be planted in the side yard area adjacent to the street on a corner lot. When more than two (2) trees are required per lot, the corner lot, side yard tree may count toward the requirement. Street trees (trees located in the parkway area between the curb and the sidewalk) adjacent to the side yard of a corner lot may count toward the requirement. (Ord. 15-55; 09-22-15)
3. Ground cover shall be planted in the front, side, and rear yards of all residential lots. Ground cover includes, but is not limited to: grasses, shrubs, mulched planter beds, and hardscape.
4. Required shrubs shall be a minimum of three (3) gallon in size when planted and shall be planted in the front yard of all residential lots.
5. All landscaping required above shall be planted prior to issuance of the certificate of occupancy on the dwelling.

6. Two Family (Duplex) and Townhome Open Space. Each parcel of land developed under the 2F or TH standards shall provide usable open space totaling ten (10) percent for 2F and twenty (20) percent for TH of the area being developed. The open space shall be computed on the percentage of total platted area in the subdivision, excluding right-of-way dedicated major thoroughfares. This open space shall be owned and maintained by a homeowners' association. Areas provided as usable open space shall meet the following criteria:

- a. All residential lots must be located within fourteen hundred (1,400) feet of a usable open space area as measured along a street. In order to preserve existing trees or should a property have unique topography, size, or configuration, this distance may be increased by the Planning & Zoning Commission with approval of the plat.
- b. All open space areas shall be minimum of twenty thousand (20,000) square feet with no slope greater than ten (10) percent and no width less than fifty (50) feet. The Planning & Zoning Commission may give full or partial credit with approval of the plat for open areas that exceed the maximum slope or that are otherwise unusable, if it is determined that such areas are environmentally or aesthetically significant.
- c. Open space areas must be easily viewed from adjacent streets and homes. Open space areas must abut a street on a minimum of forty (40) percent of the perimeter of the open space. However, the perimeter street requirement may be reduced to thirty (30) percent with Planning & Zoning Commission approval of the preliminary plat when:
 - i. preserving existing trees;
 - ii. preserving natural geographic features; or
 - iii. physical constraints such as overall property size, configuration, or topography exist.
- d. Landscaping, sidewalks, and amenities such as tennis courts and swimming or wading pools may be located within usable open space areas. Detention ponds that contain a constant water level, are landscaped, or otherwise treated as an amenity for the development, as determined by the Director of Development Services or his/her designee, may be calculated toward the required open space.

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~~a-e.~~ Open space shall contain one (1) minimum three (3) inch caliper large tree for every one thousand (1,000) square feet of required open space. The trees shall be maintained in a healthy and growing condition, and must be replaced with trees of similar variety and size if damaged, destroyed, or removed. A landscape plan must be approved prior to approval of the final plat.

Commented [AG1]: Moved from Section 9.16

B. Multifamily Landscape Area Requirements

These standards apply to all Multifamily zoning districts. Any area within a PD district containing landscaping standards shall comply with the standards set forth in the PD district.

1. General Requirements

- a. Landscaped areas will be of varying depths intended to separate and screen incompatible land uses from one another and to provide green areas along Major Thoroughfares.
- b. Foundation plantings of a single row of shrubs are required along the front façade of all buildings adjacent to a public street.
- c. Trees required by the open space planting requirements are encouraged to be placed along the south and west sides of the residential building(s) to increase energy efficiency.
- d. A summary of tabulations for all required plantings, preservation credits, tree mitigation, and/or other data as necessary to document the landscape requirements shall be shown on the Landscape Plan.

2. Perimeter Requirements

- a. A landscaped area at least twenty-five (25) feet wide shall be located between multifamily developments and public street(s) unless otherwise stated in another ordinance. One (1) large tree, three (3) inch caliper minimum, will be planted on thirty (30) foot centers within the required landscaped area (or quantity for size substitution can be approved by the Town). All landscaping shown on the approved landscape plan will be installed in the vicinity of the building and its adjoining parking prior to the issuance of a Certificate of Occupancy for units in said building. Required landscape areas adjacent to public streets shall be exclusive of easements or other restrictions which could inhibit planting, growth, or permanence of landscaping.
- b. Where multifamily development is adjacent to the property line of single family zoned property or areas shown as single family on the Future Land Use Plan, a double row of three (3) inch caliper trees on fifty (50) foot offset centers shall be located adjacent to single family zoning districts with one (1) row being shade trees and the other row being evergreen trees in a twenty five (25) foot wide landscape perimeter area, unless otherwise approved by the ~~Director of Planning~~ Director of Development Services or designee.
- c. Where a multifamily development is adjacent to the property line of property zoned for uses other than single family or parcels not shown as single family on the Future Land Use Plan, a fifteen (15) foot wide landscape area is required. In addition, one (1) large tree, three inch (3) inch caliper minimum, will be required for each fifty (50) linear feet that abuts the adjacent property line. Trees will be located within the fifteen (15) foot perimeter area or within the area located between the property line and the side or rear building line. Trees required under this Section that are planted in parking areas may not be credited towards meeting the number of required trees as outlined in the Interior Parking Requirements listed below.
- d. Berms ranging in height from three feet (3') to six feet (6'), and an overall minimum average of four and a half feet (4.5'), shall be required along US 380, Frontier Parkway/FM 1461/Parvin Road, Custer Road/FM 2478, Preston Road, Dallas Parkway, and FM 1385.

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3. Interior Parking Requirements

- a. Twenty (20) square feet of landscaping for each parking space shall be provided within the paved boundaries of the parking lot, exclusive of the required perimeter landscape requirements stated above.
- b. One (1) large tree, three (3) inch caliper minimum, must be provided for every ten (10) parking spaces, in addition to the perimeter trees required in Chapter 4, Section 2.6(B)(2). In addition, the trees required in this Section may not be planted in the required perimeter landscaped areas to receive credit for the perimeter landscape area. Three (3) small trees, a minimum of six (6) feet in height and three (3) inches in diameter, may be substituted for one (1) required large tree for up to twenty-five (25) percent of the required large trees.
- c. Landscaped islands within the parking lot shall be a minimum of one hundred and sixty (160) square feet, not less than nine (9) foot wide, and a length equal to the abutting space.
- d. There shall be at least one (1) large tree, three (3) inch caliper minimum, within fifty (50) feet of every parking space. Only trees located in parking areas are available to meet this requirement.
- e. Landscaped islands will be located at the terminus of all parking rows, and should contain at least one (1) Large Tree, with no more than twelve (12) parking spaces permitted in a continuous row without being interrupted by a landscaped island. Areas where parking is located between the public street and the buildings, trees will be placed every five (5) parking spaces.
- f. Landscape islands in parking areas may be grouped to form one (1) large island subject to Town approval, provided however, grouping for large islands is prohibited adjacent to public street frontage.
- g. All landscaped areas will be protected by a raised six (6) inch concrete curb or wheel stop where curbs are not provided. Pavement will not be placed closer than four (4) feet from the trunk of a tree unless a Town approved root barrier is utilized.
- h. A solid living screen using evergreen trees shall be placed around any RV/trailer parking areas.

4. Irrigation Requirements

Permanent irrigation shall be provided for all required landscaping as follows:

- a. Irrigation lines shall be placed a minimum of two and one-half (2 ½) feet from a Town sidewalk. Reduction of this requirement is subject to review and approval by the Town Engineer.
- b. Trees and shrubs shall be irrigated by bubbler irrigation lines only. Other landscaping may be irrigated by spray irrigation. Separate valves shall be provided to turn off the spray irrigation line during periods of drought or water conservation.
- c. Rain, freeze, and wind detectors shall be installed on all irrigation lines.

5. Open Space

- a. Each parcel of land developed under the MF standards shall provide usable open space totaling thirty (30) percent of the area being developed. The open space shall be computed on the percentage of total platted area in the subdivision, excluding right-of-way dedicated major thoroughfares. Areas provided as usable open space shall meet the following criteria:

- i. The open space shall have a maximum slope not exceeding ten (10) percent.
- ii. The open space shall have a minimum dimension of not less than thirty (30) feet.
- iii. Of the required open space, fifteen (15) percent or twenty thousand (20,000) square feet, whichever is greater, shall be arranged or located in a contiguous mass. Flood plain used for

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open space may receive full credit for that portion that is maintained in its natural state. Floodplain that is reclaimed and used for open space shall receive a fifty (50) percent credit toward open space.

- iv. At the time of preliminary site plan approval, the Planning & Zoning Commission may give full or partial credit for open areas that exceed the maximum slope, that are otherwise unusable, or that are less than the fifteen (15) percent or twenty thousand (20,000) square feet required in Chapter 4, Section 9.16(B)(3). These areas must be determined to be environmentally or aesthetically significant and/or an enhancement to the development or the area.
- v. Landscaping, sidewalks, and amenities such as tennis courts, swimming or wading pools, and clubhouses may be located within usable open space areas. Detention ponds that contain a constant water level, are landscaped, or otherwise treated as an amenity for the development, as determined by the Director of Development Services or his/her designee, may be calculated toward the required open space.
- vi. Open space shall contain one (1) minimum three (3) inch caliper large tree for every one thousand (1,000) square feet of required open space. The tree shall be maintained in a healthy and growing condition, and must be replaced with trees of similar variety and size if damaged, destroyed, or removed. A landscape plan must be approved prior to approval of the final plat.

Commented [AG2]: Moved from Section 9.16

C. Non-Residential Landscaped Area Requirements (Ord. No 16-46: 07-26-2016)

These standards apply to all non-residential uses. Any area within a PD containing landscaping standards shall comply with the standards set forth in the PD district.

1. Perimeter Requirements:

- a. A landscaped area consisting of living trees (as specified below), turf, or other living ground cover and being at least twenty-five (25) feet in width measured from the property line interior to the property shall be provided adjacent to and outside of the right-of-way on all properties located adjacent to a major or minor thoroughfare as defined by the Town of Prosper Thoroughfare and Circulation Designs Standards.
 - i. The landscaped area may be reduced to fifteen (15) feet for the portion of a property adjacent to a collector or equivalent street as defined by the Town of Prosper Thoroughfare and Circulation Designs Standards.
 - ii. The landscaped area shall be increased to thirty (30) feet for properties adjacent to Preston Road, University Drive, and Dallas Parkway.
 - iii. One (1) large tree, three (3) inch caliper minimum per thirty (30) linear feet of roadway frontage shall be planted within the required landscape area. The trees may be planted in groups with appropriate spacing for species.
 - iv. In the DTO District, one (1) large tree, three (3) inch caliper minimum per thirty (30) linear feet of roadway frontage, excluding the width of driveways at the property line, shall be planted within the required landscape area. Where the width of the roadway frontage is greater than eighty (80) feet, excluding the width of driveways at the property line, the number of large trees may be planted at a rate of one, 3" large tree per forty (40) feet of roadway frontage, in lieu of the required one tree per thirty (30) linear feet. The trees may be planted in groups with appropriate spacing for species. In the DTO District, the substitution of three (3) small, ornamental trees for one (1) large tree shall not be permitted.
 - v. A minimum of fifteen (15) shrubs with a minimum size of five (5) gallons each will be

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planted in the landscaped area for each thirty (30) feet of linear frontage.

- vi. Parking abutting the landscape area shall be screened from the adjacent roadway. The required screening may be accomplished with shrubs or earthen berms.
 - vii. Unless there is parking adjacent to the landscape area, shrubs are not required in the landscape area in the DTO District.
 - viii. Required landscape areas adjacent to public streets shall be exclusive easements or other restrictions which could inhibit planting, growth, or permanence of landscaping
 - ix. Berms ranging in height from three feet (3') to six feet (6'), and an overall minimum average of four and a half feet (4.5'), shall be required along US 380, Frontier Parkway/FM 1461/Parvin Road, Custer Road/FM 2478, Preston Road, Dallas Parkway, and FM 1385.
- b. Where a non-residential development is adjacent to the property line of residential zoned parcels or areas shown as residential on the Future Land Use Plan, one (1) large tree, three (3) inch caliper minimum, will be planted on thirty (30) foot centers in a fifteen (15) foot landscape area. Evergreen trees shall be planted on twenty (20) foot centers within areas where truck docks or loading spaces are adjacent to single family property.
 - i. In the DTO District, regardless of the adjacent use, zoning or Future Land Use Designation; the width of perimeter landscape area adjacent to the property line may be reduced to a minimum of five (5) feet.
 - ii. In the DTO District, in lieu of the required large trees, one (1) small (ornamental) tree shall be planted thirty (30) foot centers along the adjacent property lines."
 - c. Where a non-residential development is adjacent to the property line of parcels zoned for uses other than residential or parcels not shown as residential on the Future Land Use Plan:
 - i. A five (5) foot wide landscape area is required.
 - ii. If the property line is the centerline of a fire lane or drive aisle, the five (5) foot wide landscape area will begin at the edge of the lane/aisle. If the drive aisle or fire lane only allows access to parking spaces, the landscape area may be eliminated or moved at the discretion of the Town.
 - iii. The five (5) foot wide landscape area may be eliminated for a building where the building is attached to another building and the attached buildings are shown on an approved Site Plan.
 - iv. One (1) small tree and one (1) five (5) gallon shrub shall be planted every fifteen (15) linear feet. These trees and shrubs may be clustered in lieu of placing them every fifteen (15) feet.
2. Interior Parking Requirements
- Any non-residential parking area that contains twenty (20) or more parking spaces shall provide interior landscaping, in addition to the required landscaped edge, as follows:
- a. Fifteen (15) square feet of landscaping for each parking space shall be provided within the paved boundaries of the parking lot area.
 - b. Where an existing parking lot area is altered or expanded to increase the number of spaces to twenty (20) or more, interior landscaping shall be provided on the new portion of the lot in accordance with this Section.
 - c. All landscaped areas shall be protected by a raised six (6) inch concrete curb. Pavement shall not be placed closer than four (4) feet from the trunk of a tree unless a Town approved root barrier is utilized.
 - d. Landscaped islands shall be located at the terminus of all parking rows, and shall contain at least

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one (1) large tree, three (3) inch caliper minimum, with no more than fifteen (15) parking spaces permitted in a continuous row without being interrupted by a landscaped island. Where there is a minimum eight (8) foot wide landscaped median between two rows of head-in parking, landscaped islands are required every twenty (20) spaces.

- e. Landscaped islands shall be a minimum of one hundred and sixty (160) square feet, not less than nine (9) feet wide and a length equal to the abutting space.
- f. Subject to approval by the Town, islands may be grouped to form one large island.
- g. There shall be at least one (1) large tree, three (3) inch caliper minimum, within one hundred and fifty (150) feet of every parking space. This minimum distance may be expanded with Town approval in the event that required islands are grouped to form larger islands.
- h. Required parking lot trees may be consolidated into groups under the following conditions:
 - i. The number of required trees is one (1) per ten (10) parking spaces.
 - ii. Consolidated tree islands require one hundred and eighty (180) square feet per tree.
 - iii. The maximum run of parking spaces is increased from fifteen (15) to thirty (30).
 - iv. This consolidation does not include the tree islands at the end of a row of parking or along perimeter parking rows that face a drive aisle or street.
 - v. A consolidated tree island shall not be located closer than five (5) parking spaces from an end of row tree island.
- i. All uses containing a drive-in or drive-thru shall be subject to the following standards:
 - i. A minimum ten (10) foot wide landscape island shall be constructed around the outer edge of the drive-thru lane for a minimum distance to equal the length of stacking required for the drive-thru facility.
- g-j. The landscape island shall contain minimum three (3) inch caliper evergreen or deciduous trees planted fifteen (15) feet on-center with minimum five (5) gallon shrubs planted three (3) feet on center. Ornamental trees evenly interspersed between the evergreen or deciduous trees may be substituted for the shrubs. If the landscape island is located on the perimeter of the property, perimeter landscaping requirements may be applied towards this requirement.

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3. Building Landscaping

- a. Foundation plantings are required for buildings or groups of contiguous buildings that are one hundred thousand (100,000) square feet or larger. One (1) large tree, three (3) inch caliper, shall be required for every ten thousand (10,000) square feet of gross building area. These trees shall be located within thirty (30) feet of the face of the building. These plantings are intended to provide pedestrian areas while breaking up the large areas of impervious surface. Trees required by other Sections of this Ordinance will not meet this requirement. Trees may be planted within the building landscape area described above or within tree grates. Trees can be grouped or planted in singular form. These tree plantings should be placed so as not to impede sign visibility. Trees intended for foundation plantings shall meet the following criteria:
 - i. Planted within thirty (30) feet of the front building face.
 - ii. Trees planted less than four (4) feet from the back of curb shall be located in a tree grate with a minimum dimension of four (4) feet.
 - iii. Small trees may be substituted for large tree foundation plantings at the rate of five ornamentals for each requirement of a large tree (5:1) with Town approval. Small trees shall have a minimum size of three (3) inch caliper. Multi-trunk trees will be required to meet a

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three (3) inch requirement based on standard nursery trade specifications.

- iv. Trees may be placed in groups with appropriate spacing for species.
- v. The above requirements may be reduced if approved by the Town and additional pedestrian features such as plazas, seating areas, fountains, and outdoor recreation facilities are provided. These facilities must occupy an area equal to or greater than five (5) percent of the total building area.
- b. In the DTR and DTC Districts, large trees shall be planted every thirty (30) feet on center in tree grates within the sidewalk a minimum of four (4) feet behind the back of curb. The trees shall be a minimum three (3) inch caliper at the time of planting.

4. Irrigation Requirements

Permanent irrigation shall be provided for all required landscaping as follows:

- a. Irrigation lines shall be placed a minimum of two and one-half (2 ½) feet from a Town sidewalk or alley. Reduction of this requirement is subject to review and approval by the Town Engineer.
- b. Trees and shrubs shall be irrigated by bubbler irrigation lines only. Other landscaping may be irrigated by spray irrigation. Separate valves shall be provided to turn off the spray irrigation line during periods of drought or water conservation.
- c. Rain, freeze, and wind detectors shall be installed on all irrigation lines.

5. Median planting requirements.

Non-residential developments having frontage on a divided thoroughfare are required to plant or escrow funds for one (1) three (3) inch caliper large tree per seventy (70) linear feet of frontage. The purpose of this requirement is to establish trees in the medians as development of properties adjacent to divided thoroughfares occurs. The Town will be responsible for maintenance of the trees and medians following the initial installation. The Town is responsible for the installation of trees and irrigation where funds are escrowed or a bond is provided. The Town will have the sole authority to approve any alternate methods of meeting median obligations. Right-of-way median plantings shall meet the following criteria:

- a. Median plantings within the public right-of-way are to be a minimum of sixty (60) feet from back of curb at the median nose.
- b. Median plantings shall be a minimum of five (5) feet from back of curb.
- c. Visibility corridors are to be shown on Landscape Plans.
- d. Trees shall be a minimum of five (5) feet from utility lines.
- e. Six (6) inches of topsoil shall be provided in medians.

6. Open Space requirements.

- a. A final open space plan shall be submitted with the Final Site Plan application for all non-residential uses. Open space plans will be used only to ensure minimum standards are met. Open space plans shall be reviewed and approved by the Director of Development Services or his/her designee. The applicant may appeal the decision to the Planning & Zoning Commission. For nonresidential development, seven (7) percent of the net lot area is required to be provided as open space. The open space may consist of any element that is not one of the following:

- i. Vehicular paving.
- ii. Required parking lot landscape islands.

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- iii. Building footprint.
- iv. Utility yards.
- v. Required landscape setbacks.
- vi. Sidewalks, unless the sidewalk is designated as an outdoor dining area on the approved site plan.
- vii. Detention ponds. Detention ponds that are located between the building and street and contain a constant water level, are landscaped, or otherwise treated as an amenity for the development, as determined by the Director of Development Services or his/her designee, may be calculated toward the required open space.

Commented [AG4]: Moved from Section 8.5

D. NONRESIDENTIAL AND MULTIFAMILY DEVELOPMENT ADJACENT TO A MAJOR CREEK

1. Major Creeks within the Town of Prosper shall be defined as:

- Button Branch
- Doe Branch
- Gentle Creek
- Rutherford Branch
- Wilson Creek

Each Major Creek begins at its headwater (as determined by the Federal Emergency Management Agency and/or the U.S. Army Corps of Engineers) as is generally depicted on Flood Insurance Rate Maps (FIRM) as provided by the Federal Emergency Management Agency.

2. All nonresidential and multifamily lots developing adjacent to the 100-year floodplain of a major creek shall comply with the requirements listed below. Multifamily-zoned property that develops as single-family is not subject to these requirements, but shall comply with Section 14 of the Subdivision Ordinance, as it exists or may be amended.

- a. Retaining walls, where provided, shall be constructed of clay-fired brick, stone, patterned concrete, modular concrete block, or split faced concrete masonry units. This requirement does not apply to walls constructed within the channel of the creek to control water flow.
- b. Three (3) inch caliper trees planted on thirty (30) foot centers and three (3) gallon shrubs planted on five (5) foot centers shall be provided between parking and the flood plain when parking is located directly adjacent to the flood plain. The trees and shrubs are not required to be planted in a single row; they may be planted in groups. Existing trees in healthy growing condition and of a species from the list of Recommended Plant Materials in Chapter 4, Section 2 of this Ordinance, as it exists or may be amended, may be counted toward this requirement.
- c. Maintenance access, as required by the Town Engineer, or his/her designee, shall be provided to the flood plain, hike and bike trail, and creek.
- d. The development shall incorporate a connection to a hike and bike trail along the major creek by way of a sidewalk, stairs, and/or ramps. The connection shall comply with ADA and TAS accessibility requirements. The Director of Development Services or his/her designee may waive this requirement if he/she determines that a connection is not needed due to the property size, configuration and constraints, or land use.
- e. Open space areas adjacent to the floodplain that have been improved with patios, courtyards, or additional landscaping listed in Section 9.14(C)(1) and Section 9.14(C)(6) below may be used to meet minimum open space requirements.
- f. Loading areas located adjacent to the major creek shall be screened from the flood plain by a

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solid living screen to reach a minimum of fourteen (14) feet tall within two (2) years. Existing trees in healthy growing condition and of an evergreen species from the list of Recommended Plant Materials in Chapter 4, Section 2 of this Ordinance, as it exists or may be amended, may be counted toward this requirement. For Industrial development, this requirement may be waived by the Planning & Zoning Commission upon site plan approval if the adjacent property on the opposite side of the creek is zoned Industrial or designated on the Future Land Use Plan as Industrial, unless zoned other than Industrial.

3. Multifamily, except those multifamily properties that are developed as single-family, and office development adjacent to a major creek shall provide four (4) of the amenities listed below. Retail and commercial development adjacent to a major creek shall provide three (3) of the amenities listed below. Industrial development adjacent to a major creek shall provide two (2) of the amenities listed below. Amenity selection is subject to approval by the Planning & Zoning Commission upon preliminary site plan or site plan approval.
 - a. A thirty (30) foot landscape edge adjacent to the floodplain of the major creek with a double row of three (3) inch caliper trees planted on thirty (30) foot centers. Existing trees in healthy growing condition and of a species from the list of Recommended Plant Materials in Chapter 4, Section 2 of this Ordinance, as it exists or may be amended, may be counted toward this requirement.
 - b. A minimum of twenty five (25) percent of the surface area of walls that face the major creek to be provided as windows.
 - c. Construction of a hike and bike trail along the creek.
 - d. A visibility corridor of at least one hundred (100) feet shall be required between and/or adjacent to buildings adjacent to the flood plain. This visibility corridor can include parking, landscape medians or areas, amenities, and drive aisles.
 - e. Trail Head Park. A trailhead park shall have minimum dimensions of fifty (50) feet and be located adjacent to the hike and bike trail. Park benches shall be provided. Trailhead parks are subject to review and approval by the Director of Parks & Recreation or his/her designee.
 - f. A common patio, balcony, courtyard, or terrace a minimum of 750 square feet located between the building and the major creek.
 - g. Building orientation such that the entire side of the building adjacent to the flood plain is not the back of the building.
 - h. Building to have the same building materials and architectural elements on all four sides.
 - i. Creek restoration (plan shall be designed and implemented according to USACOE standards and approved by Army Corps of Engineers).
 - j. Other amenities not listed may be approved by the Planning & Zoning Commission in conjunction with a preliminary site plan if they determine that the proposed amenity meets the intent of these requirements.
4. The Planning & Zoning Commission may grant variances to the requirements of this section, as it exists or may be amended, upon preliminary site plan or site plan approval only if they determine that conforming to these requirements is not possible due to the property size, configuration, topography, constraints, or land use and that no other alternative is available. The decision by the Planning & Zoning Commission may be appealed to the Town Council using the site plan appeal process described in Chapter 4, Section 1, as it exists or may be amended.

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2.7 REQUIRED PLANT MATERIALS

- A. Artificial plants or turf are expressly prohibited. Drought tolerant and/or native plants from the lists below

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are required for compliance to this Section. Other species may be utilized with approval from the Town.

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Large Trees (Shade)	Small Trees (Ornamental)	Shrubs	
Afghan Pine	Birds of Paradise	American Beautyberry	Indian Hawthorn
American Elm	Buckeye, Mexican	Argarita	Italian Jasmine
Arizona Cypress	Buckeye, Red	Aromatic Sumac	Leatherleaf Mahonia
Bald Cypress	Buckeye, Texas	Bridal Wreath Spirea	Miniature Crepe Myrtle
Bigelow Oak	Carolina Buckthorn	Burford Holly	Nellie R. Stevens Holly
Bur Oak	Crepe Myrtle (tree form)	Chinese Photinia	Oakleaf Hydrangea
Caddo Maple	Desert Willow	Cleyera	Purpleleaf Japanese
Cedar Elm	Eastern Red Cedar	Compact Nandina	Barberry
Chinquapin Oak	Eve's Necklace	Coral Berry	Red Yucca
Durrand Oak	Hawthorne	Crimson Pygmy Barberry	Rose of Sharon (Althea)
Lacebark Elm	Hollywood Juniper	Dwarf Burford Holly	Semi-Dwarf Crepe Myrtle
Lacy Oak	Japanese Black Pine	Dwarf Burning bush	Smooth Sumac
Live Oak	Juniper, Blue Point	Dwarf Chinese Holly	Spiraea
Pecan	Juniper, Wichita Blue	Dwarf Crepe Myrtle	Standard Nandina
Shumard Oak	Mesquite	Dwarf Glossy Abelia	Texas Sage
Southern Live Oak	Mexican Plum	Dwarf Pomegranate	
Southern Magnolia	Ornamental Pear*	Dwarf Spirea	
Texas Ash	Pomegranate	Dwarf Wax Myrtle	
Texas Red Oak	Possumhaw Holly	Dwarf Yaupon Holly	
Western Soapberry	Redbud	Elaeagnus	
	Roughleafed Dogwood	Flowering Quince	
	Texas Persimmon	Forsythia	
	Vitex	Foster Holly	
	Wax Myrtle	Glossy Abelia	
	Winter/Bush Honeysuckle	Harbor Dwarf Nandina	
	Yaupon Holly	Hypericum	

*Ornamental Pear does not include Bradford Pears

Groundcover	Ornamental Grass	
Asiatic Jasmine	Autumn Blush Muhly	Inland Sea-Oats
Avens, White	Big Bluestem	Lindheimer's Muhly
Frog Fruit	Black Fountain Grass	Little Bluestem
Ground Ivy	Blue Grama	Maiden Grass
Hardy Plumbago	Broomsedge	Morning Light Maiden
Horseherb	Bushy Bluestem	Ravenna Grass
Liriope or Lily Turf	Canada Wildrye	Sideoats Grama
Mondo or Monkey Grass	Dwarf Maiden Grass	Silver Bluestem
Pigeonberry	Dwarf Pampas Grass	Splitbeard Bluestem
Purpleleaf Euonymus	Eastern Gamma Grass	Standard Fountain Grass
Santolina	Feather Reed Grass	Switchgrass
Snake Herb	Hamelin's Fountain Grass	Variegated Japanese Silver Grass
Wood Violet	Indiangrass	Zebra Grass

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- B. Landscaping installed that exceeds the minimum required amounts above does not have to be from the drought tolerant/native plant lists contained herein. However, Cottonwood Trees may not be planted within twenty five (25) feet of any public infrastructure.
- ~~C. Nonresidential and multifamily developments are strongly encouraged to use Buffalograss as turf, due to its low water usage. As an incentive to encourage the use of Buffalograss, nonresidential or multifamily developments that elect to install Buffalograss are exempt from the permanent irrigation requirements above.~~

CHAPTER 4 – DEVELOPMENT REQUIREMENTS
SECTION 4 – PARKING, CIRCULATION, AND ACCESS-LOADING

SECTION 4
PARKING, CIRCULATION, AND ACCESS AND-LOADING

(Ord. 2020-##; 08-11-2020)

4.1 PURPOSE

To secure safety from fire, panic, and other dangers; to lessen congestion on public streets; to facilitate the adequate provisions of transportation; to conserve the value of buildings; and to encourage the most appropriate use of land. Minimum off-street parking and loading shall be provided as set forth in the following schedules and provisions.

4.2 RESIDENTIAL PARKING PROVISIONS (Z12-0002)

- A. Required parking shall be provided on the same lot as the use it is to serve.
- B. All required parking spaces shall be constructed from paved concrete or another similar impervious surface if approved by the Town Council prior to construction.
- C. For agricultural uses in the in the A District, required parking may be constructed from washed gravel, asphalt, or similar all-weather surface.
- D. No required parking space, garage, carport, or other automobile storage space shall be used for the storage of any heavy load vehicle.
- E. In the SF, DTSF, TH and 2F Zoning Districts, there shall be a minimum of two (2) parking spaces located behind the front building line and enclosed in the main or an accessory building. In addition, there shall be two (2) paved parking spaces provided behind the front property line only for the purpose of allowing on-site stacking or maneuvering to the enclosed spaces.
- F. In the SF, DTSF, TH and 2F Zoning Districts, all required parking spaces shall be a minimum of nine (9) feet wide and twenty (20) feet long. Required enclosed parking and stacking spaces shall remain clear of any encroachments. *(Ord. 12-06: 02-14-2012).*
- G. Circular driveways shall be designed to accommodate any required parking behind the front building line.

4.3 NON-RESIDENTIAL & MULTIFAMILY PARKING PROVISIONS (Ord. 16-46: 07-26-2016)

- A. To prevent nuisance situations, all parking area lighting shall be designed and operated so as not to reflect or shine on adjacent properties and in accordance with the standards established in Chapter 4, Section 6 of this Ordinance.
- B. For safety and fire-fighting purposes, free access through to adjacent parking areas shall be provided between adjoining non-residential parcels or building sites.
- C. All required parking spaces shall be constructed from paved concrete or another similar impervious surface if approved by the Town Council prior to construction. Parking spaces shall be permanently and clearly identified by stripes, buttons, tiles, curbs, barriers, or other approved methods. Non-permanent type marking, such as paint, shall be regularly maintained to ensure continuous clear identification of the space.
- D. Dead-end parking aisles are not permitted. In the DTO District, where ~~ten-twenty (1020)~~ or fewer off-street parking spaces are provided, a dead-end parking aisle is permitted.
- E. Each head-in parking space shall be a minimum of nine (9) feet wide and twenty (20) feet long, exclusive of driveways and maneuvering aisles, and shall be of usable shape and condition (see Chapter 5, Section 2.3, Illustrations A-G). Where it is possible for a vehicle to overhang the front of a parking space above a paved, stoned, mulched, or grassed area other than a sidewalk, street right-of-way, or adjacent property, the depth of the standard space may be reduced to eighteen (18) feet. No parking space shall overhang required landscape areas. Parallel parking spaces must be a minimum of eight (8) feet wide and twenty-two (22) feet long. Parking spaces within non-residential structured parking garages shall be a minimum of

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eight and one-half (8.5) feet wide and eighteen (18) feet long.

- F. All parking and loading spaces and vehicle sales areas on private property shall have a vehicle stopping device installed so as to prevent parking of motor vehicles in any required landscaped areas, and to prevent any parked vehicle from overhanging a public right-of-way line, or public sidewalk. Parking shall not be permitted to encroach upon the public right-of-way in any case. All vehicle maneuvering shall take place on-site. No public right-of-way shall be used for backing or maneuvering into a parking space.
- G. Refuse storage facilities placed in a parking lot shall not be located in a designated parking or loading space. Each refuse facility shall be located so as to facilitate pickup by refuse collection agencies and shall be screened according to Chapter 4, Section 5 of this Ordinance.
- H. Handicap parking space(s) shall be provided according to State of Texas Program for the Elimination of Architectural Barriers and shall conform to the Americans Disability Act (ADA) of 1991, as may be amended, accessibility guidelines or the Uniform Federal Accessibility Standards.
- I. Parking shall be prohibited in required landscape areas and on unimproved surfaces. Institutional uses shall be exempt from this requirement.
- L. Internal drive aisles shall be designed to incorporate ninety (90) degree intersections. A five (5) degree variance is allowable.
- M. All parking spaces for a building must be located within three hundred and fifty (350) feet of walking distance from the building's public entrance. Big Box, Industrial, Wholesale, and Institutional uses are excluded from this provision.
- N. Parking spaces that face and are adjacent to a building shall utilize curbs, wheel stops, and/or bollards.
- O. Speed bumps are not permitted within a fire lane.
- P. Drive aisles in front of buildings cannot be longer than three hundred (300) feet continuous without an offset equal to the width of the drive aisle, traffic circle, or other acceptable traffic-calming feature approved by the Director of Development Services or his/her designee.
- Q. Restaurants shall receive a fifty percent (50%) reduction to the required parking for areas designated as outdoor dining. The reduction in parking only applies to parking spaces that are required due to the square footage of the outdoor dining area.
- R. All paved areas, which includes, but is not limited to, parking areas, fire lanes, drive aisles, driveways, turn-arounds, and loading areas, shall be paved with concrete or a comparable surface (masonry pavers, stone, brick, etc.), constructed to standards approved by the Director of Development Services or his/her designee. Pervious concrete or other alternative permeable paving surfaces may be used if approved by the Town Council. The use of asphalt, gravel, and crushed rock are strictly prohibited, unless approved as a temporary paving surface by the Director of Development Services or his/her designee. (Z10-0007)
- S. Cart returns shall be constructed of ornamental metal and be permanently affixed to pavement.
- T. For Industrial, Wholesale, and Institutional uses, no more than ten (10) percent of the required parking can be located in the service/loading area of a building except for buildings located on the street.
- U. Multifamily parking is only allowed between the building and a public street when located at or beyond the required landscape setback and screened with a headlight screen of earthen berms and/or a row of shrubs. Buildings with enclosed garages, when adjacent to a public street, must face garage doors internally to the development. Garage doors may not face a public street. No detached garages may be located between residential buildings and a public street. Enclosed garage parking spaces shall be a minimum of ten by twenty (10 x 20) feet.
- V. Multifamily access to a public street in a Single-Family neighborhood will be limited access and will not function as a primary access point for the complex. Access to Single-Family alleys is prohibited. Direct or

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Commented [AG2]: Moved from Section 8

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indirect access to a median opening where located on divided thoroughfare is required.

W. Drive aisles within multifamily developments cannot be longer than five hundred (500) feet continuous without an offset equal to the width of the drive aisle, traffic circle, or other acceptable traffic-calming feature approved by the Director of Development Services or his/her designee.

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4.4 PARKING ACCESS FROM A PUBLIC STREET - ALL DISTRICTS

- A. In the approval of a development plan, consideration shall be given to providing entrance/exit drives which extend into the site to provide adequate queuing of vehicles on the site.
- B. In all Districts (except all SF and 2F Districts) building plans shall provide for entrance/exit drive(s) appropriately designed and located to minimize traffic congestion or conflict within the site and with adjoining public streets as approved by the Building Official or designated representative.
 - 1. Where based upon analysis by the Town, projected volumes of traffic entering or leaving the planned developments are likely to interfere with the projected peak traffic flow volumes on adjoining streets, additional right-of-way and paving in the form of a deceleration lane or turn lane may be required to be furnished by the land owner in order to reduce such interference.
 - 2. The determination of additional right-of-way or paving requirements shall be made at the submittal and approval of a preliminary site plan for multifamily and non-residential developments and preliminary plat for all other residential developments.

C. Vehicular access to non-residential uses shall not be permitted from alleys serving residential.

D. All retail/commercial driveways served by a median opening shall be divided.

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1. Driveway medians located along Major Thoroughfares shall be a minimum of six feet (6') wide, and a depth equivalent to the required throat depth, as determined by the Engineering Department. Medians are required to be comprised of natural turf and/or landscaping that does not obstruct visibility, as determined by the Parks Department.

2. Driveway medians located along Minor Thoroughfares shall be a minimum of four feet (4') wide, and a depth equivalent to the required throat depth, as determined by the Engineering Department. Medians are required to be comprised of natural turf and/or landscaping that does not obstruct visibility, as determined by the Parks Department.

E. All non-residential properties shall have access to a median opening either directly, or through cross access.

F. All non-residential lots shall provide cross access drive aisles to adjacent non-residential properties.

1. If used as a fire lane, the cross access drive aisle shall meet all the criteria for a fire lane.

1-2. A shared driveway located along a common property line is encouraged and satisfies the requirement for cross access.

Commented [AG5]: Moved from Section 8.6

4.5 PARKING REQUIREMENTS BASED ON USE

In all Zoning Districts, at the time any building or structure is erected or structurally altered, parking spaces shall be provided in accordance with the following requirements:

- **Auto laundry or car wash** ~~(self-serve)~~: One (1) space per five hundred (500) square feet of gross floor area, or one (1) space per employee, whichever is greater. Stacking and/or self-service areas shall not count toward required parking.
- **Automobile Oil Change and Similar Establishments**: One (1) parking space per service bay **plus** one (1) parking space per maximum number of employees on a shift.

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- **Bank, Savings and Loan, or similar institution:** One (1) space per three hundred and fifty (350) square feet of gross floor area.
- **Bed and breakfast facility:** One (1) space per guest room in addition to the requirements for a normal residential use.
- **Bowling alley:** Three (3) parking spaces for each alley or lane.
- **Business or professional office (general):** One (1) space per three hundred and fifty (350) square feet of gross floor area except as otherwise specified herein.
- **Church, rectory, or other place of worship:** One (1) parking space for each three (3) seats in the main auditorium.
- **College or University:** One (1) space per each day student.
- **Community Center, Library, Museum, or Art Gallery:** Ten (10) parking spaces plus one (1) additional space for each three hundred (300) square feet of floor area in excess of two thousand (2,000) square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of one (1) space for each four (4) seats that it contains.
- **Commercial Amusement:** One (1) space per three (3) guests at maximum designed capacity.
- **Country Club or Golf Club:** One (1) parking space for each one hundred fifty (150) square feet of floor area or for every five (5) members, whichever is greater.
- **Dance Hall, Assembly or Exhibition Hall without Fixed Seats:** One (1) parking space for each two hundred (200) square feet of floor area thereof.
- **Dwellings, Single Family and Duplex:** Two (2) covered spaces, located behind the front building line, and two (2) maneuvering spaces for each unit.
- **Dwellings, Multifamily:** Two (2) spaces for one (1) and two (2) bedroom units, plus one half (0.5) additional space for each additional bedroom.
- **Flea Market:** One (1) space for each five hundred (500) square feet of site area.
- **Fraternity, Sorority, or Dormitory:** One (1) parking space for each two (2) beds on campus, and one and one-half (1½) spaces for each two beds in off campus projects.
- **Furniture or Appliance Store, Hardware Store, Wholesale Establishments, Machinery or Equipment Sales and Service, Clothing or Shoe Repair or Service:** Two (2) parking spaces plus one (1) additional parking space for each three hundred (300) square feet of floor area over one thousand (1,000).
- **Gasoline Station:** Minimum of three (3) spaces for employees. Adequate space shall be provided for waiting, stacking, and maneuvering automobiles for refueling.
- **Golf Course:** Five (5) parking spaces per hole.
- **Health Studio or Club:** One (1) parking space per two hundred (200) square feet of exercise area.
- **Hospital:** One (1) space per employee on the largest shift, plus one and one-half (1½) spaces per each bed or examination room whichever is applicable.
- **Hotel:** One (1) parking space for each sleeping room or suite plus one (1) space for each two hundred (200) square feet of commercial floor area contained therein.
- **Kindergartens, day schools, and similar child training and care establishments** shall provide one (1) paved off-street loading and unloading space for an automobile on a through "circular" drive for each ten (10) students, or one (1) space per ten (10) students, **plus** one (1) space per teacher.

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- **Library or Museum:** Ten (10) spaces plus one (1) space for every three hundred (300) square feet, over one thousand (1,000) square feet.
- **Lodge or Fraternal Organization:** One (1) space per two hundred (200) square feet.
- **Manufacturing or Industrial Establishment, Research or Testing Laboratory, Creamery, Bottling Plant, Warehouse, Printing or Plumbing Shop, or Similar Establishment:** One (1) parking space for each employee on the maximum working shift plus space to accommodate all trucks and other vehicles used in connection therewith, but not less than one (1) parking space for each one thousand (1,000) square feet of floor area.
- **Medical or Dental Office:** One (1) space per two hundred and fifty (250) square feet of floor area. Facilities over twenty thousand (20,000) square feet shall use the parking standards set forth for hospitals.
- **Mini-Warehouse:** Four (4) spaces per complex plus (1) one additional space per three hundred (300) square feet of rental office.
- **Mobile Home Park:** Two (2) spaces for each mobile home plus additional spaces as required herein for accessory uses.
- **Mortuary or Funeral Home:** One (1) parking space for each fifty (50) square feet of floor space in slumber rooms, parlors or individual funeral service rooms.
- **Motel:** One (1) parking space for each sleeping room or suite plus one (1) additional space for each two hundred (200) square feet of commercial floor area contained therein.
- **Motor Vehicle Repair and Service:** Three (3) parking spaces per service bay **plus** one (1) parking space per maximum number of employees on a shift.
- **Motor-Vehicle Salesroom and Used Car Lots:** One (1) parking space for each five hundred (500) square feet of the structure. These required spaces may not be used to store or display automobiles for sale.
- **Nursing Home:** One (1) space per five (5) beds and one (1) parking space for each one thousand (1,000) square feet of lot area for outdoor uses.
- **Private Club or Restaurant with a Private Club:** One (1) parking space for each seventy five (75) square feet of gross floor area.
- **Retail Store, Except as Otherwise Specified Herein (Z13-0010):** One (1) space per two hundred and fifty (250) square feet of gross floor area. (*Ordinance 13-48: 9/10/13*).
- **Restaurant, Cafe or Similar Dining Establishment:** One (1) parking space for each seventy five (75) square feet of gross floor area for stand alone buildings without a drive-through, and One (1) parking space for each one hundred (100) square feet of gross floor area for restaurants located within a multi-tenant building and for stand alone buildings with a drive-through.
- **Rooming or Boarding House:** One (1) parking space for each sleeping room.
- **Sanitarium, Convalescent Home, Home for the Aged or Similar Institution:** One (1) parking space for each five (5) beds.
- **School, Elementary, Secondary, or Middle:** One and one half (1.5) parking spaces per classroom, or the requirements for public assembly areas contained herein, whichever is greater.
- **School, High School:** One and one half (1.5) parking spaces per classroom plus one (1) space per five (5) students the school is designed to accommodate, or the requirements for public assembly areas contained herein, whichever is greater.
- **Theater, Sports Arena, Stadium, Gymnasium or Auditorium (except school):** One (1) parking space for each four (4) seats or bench seating spaces.

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- **Truck stops:** One (1) truck parking space for each ten thousand (10,000) square feet of site area, plus one (1) vehicle parking space per two hundred (200) square feet of building area.
- **Warehouse, Wholesale, Mini, Manufacturing and Other Industrial Type Uses:** One (1) space per one thousand (1,000) square feet of gross floor area, or one (1) space per maximum number of employees on a shift, whichever is less.

4.6 RULES FOR COMPUTING NUMBER OF PARKING SPACES

In computing the number of parking spaces required for each of the above uses, the following rules shall govern:

- A. "Floor Area" shall mean the gross floor area of the specific use.
- B. Where fractional spaces result, the parking spaces required shall be constructed to be the next whole number.
- ~~C.~~ The parking space requirements for a use not specifically mentioned herein shall be the same as required for a use of similar nature, as determined by the ~~Director of Planning~~ Director of Development Services.
- ~~C-D.~~ The Planning & Zoning Commission may approve alternative parking space requirements and/or ratios, subject to consideration of detailed comparable data/studies in conjunction with Site Plan.
- ~~D-E.~~ Whenever a building or use constructed or established after the effective date of this Ordinance is changed or enlarged in floor area, number of employees, number of dwelling units, seating capacity or otherwise, to create a need for an increase of ten (10) percent or more in the number of existing parking spaces, such spaces shall be provided on the basis of the enlargement or change. Whenever a building or use existing prior to the effective date of this Ordinance is enlarged to the extent of fifty (50) percent or more in floor area or in the area used, said building or use shall then and thereafter comply with the parking requirements set forth herein.
- ~~E-F.~~ In the case of mixed uses, the parking spaces required shall equal the sum of the requirements of the various uses computed separately. Up to fifty (50) percent of the parking spaces required for a theater or other place of evening entertainment (after 6:00 P.M.), or for a church, may be provided and used jointly by banks, offices, and similar uses not normally open, used, or operated during evening hours if specifically approved by the Planning & Zoning Commission. Shared parking must be on the same site. Such approval may be rescinded by the Planning & Zoning Commission and additional parking shall be obtained by the owners in the event that the Planning & Zoning Commission determines that such joint use is resulting in a public nuisance by providing an inadequate number of parking spaces or otherwise adversely affecting the public health, safety, or welfare. A decision by the Planning & Zoning Commission to rescind a shared parking approval may be appealed to the Town Council (see appeal procedure in Chapter 4, Section 1.6(B)(7) of this Ordinance).

4.7 LOCATION OF PARKING SPACES

All parking spaces required herein shall be located on the same lot with the building or use served, except as follows:

- A. Where an increase in the number of spaces is required by a change or enlargement of use or where such spaces are provided collectively or used jointly by two (2) or more buildings or establishments, the required spaces may be located not to exceed three hundred (300) feet from an institutional building served and not to exceed six hundred (600) feet from any other non-residential building served.
- B. In any case where the required parking spaces are not located on the same lot with the building or use served, or where such spaces are collectively or jointly provided and used, a written agreement thereby assuring their retention for such purpose, shall be properly drawn and executed by the parties concerned, approved as to form by the Town Attorney and shall be filed with the application for a site plan, building permit or Certificate of Occupancy (CO); whichever occurs first.
- C. Required parking in the ~~DTO~~, DTR, and DTC Districts may be reduced by fifty (50) percent of the current

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parking requirements as they exist or may be amended. If it is determined that due to existing site constraints, the requirements of this Ordinance cannot be met, the ~~Director of Planning~~ Director of Development Services may approve the use of parallel or head-in parking located within the street right-of-way, if sufficient right-of-way exists, to satisfy parking requirements.

4.8 **USE OF REQUIRED PARKING SPACES IN NON-RESIDENTIAL DISTRICTS**

Required parking and loading spaces shall be used only for these respective purposes and not for the storage or permanent display of boats, trailers, campers, motor vehicles or other goods, materials, products for sale.

4.9 **LOADING SPACE REQUIREMENTS**

A. A minimum of one (1) loading space shall be required for big box uses. Loading spaces for other non-residential uses may be required as determined by the Director of Development Services, if it is determined the use or configuration of the site warrants such.

A-B. All non-residential uses providing loading spaces shall provide such loading spaces having five thousand (5,000) square feet or more of gross floor area shall provide and maintain an area for the loading and unloading of merchandise and goods, in accordance with the following requirements:

1. All retail, commercial and industrial uses shall have at least one (1) space per fifty thousand (50,000) square feet of gross floor area, up to one hundred thousand (100,000) square feet and one (1) space for each additional one hundred thousand (100,000) square feet of gross floor area or fraction thereof.
2. All hotels, office buildings, restaurants and similar establishments shall have at least one (1) space per one hundred fifty thousand (150,000) square feet of gross floor area up to three hundred thousand (300,000) square feet of gross floor area or fraction thereof.

3-1. A loading space shall consist of an area of a minimum of twelve (12) feet wide and thirty (30) feet long.

4-2. All drives and approaches shall provide adequate space and clearances to allow for the maneuvering of trucks. Each site shall provide a designated maneuvering area for trucks. (See Chapter 5, Section 2.3, Illustration H)

B. Stacking spaces provide the ability for vehicles to queue on site prior to receiving a service. A stacking space shall be a minimum of nine (9) feet wide and twenty (20) feet long and shall not be located within or interfere with any other circulation driveway, parking space, or maneuvering aisle. Stacking spaces shall be provided behind the vehicle bay door, middle of the service window, or middle of the service island, whichever is applicable. In all Zoning Districts, at the time any building or structure is erected or altered, stacking spaces shall be provided in the number and manner set forth in the following list of property uses:

- **Automated Teller Machine (ATM):** Three (3) stacking spaces.
- **Automobile Oil Change and Similar Establishments:** Three (3) stacking spaces per bay.
- **Car Wash (Full Service):** Three (3) stacking spaces for drive-through, or one (1) stacking space per bay. Six (6) stacking spaces per bay.
- ~~Car Wash (Self Service – Automated): Three (3) stacking spaces per bay.~~
- ~~Car Wash (Self Service – Open Bay): Two (2) stacking spaces per bay.~~
- ~~Car Wash (Self Service – Drying Areas and Vacuum Islands): Two (2) stacking spaces per drying area and/or vacuum island.~~
- **Dry Cleaning, Pharmacy, or Other Retail Establishments with a Drive-thru:** Three (3) stacking spaces for first service window.
- **Financial Institution:** Five (5) stacking spaces per window or service lane.
- **Kiosk (with Food Service):** Five (5) stacking spaces for first window, order board, or other stopping

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point.

- **Kiosk (without Food Service):** Two (2) stacking spaces for first window, order board, or other stopping point.
- **Restaurant with Drive-thru:** Five (5) stacking spaces for first window, order board, or other stopping point.

A single stacking space shall be provided after the final window, order board, or stopping point to allow vehicles to pull clear of the transaction area prior to entering an intersecting on-site driveway or maneuvering aisle. Buildings and other structures shall be setback a minimum of ten (10) feet from the back of the curb of the intersecting driveway or maneuvering aisle to provide adequate visibility and to allow vehicles to safely exit drive-thru lanes and escape lanes prior to merging into intersecting driveways or maneuvering aisles.

An escape lane shall be provided in proximity to the first stopping point for any use containing a drive-thru facility. ~~An escape lane shall be nine (9) feet wide and shall provide access around the drive-thru facility. An escape lane may be part of a circulation aisle.~~

CHAPTER 4 – DEVELOPMENT REQUIREMENTS
SECTION 5 – SCREENING FENCES AND WALLS

SECTION 5
SCREENING FENCES AND WALLS

(Ord. 2020-##; 08-11-2020)

5.1 **PURPOSE**

Standards set forth in this Section are intended to encourage the appropriate use of land and conserve and protect the privacy and value of adjacent permitted uses. Regulations are prescribed for the location and type of various screening devices to be used when required in the various zoning districts or in this Section in accordance with the following standards.

5.2 **LOCATION OF REQUIRED SCREENING** (Z07-7, Z07-8, Z07-17, Z09-5; Ord. No 16-46; 07-26-2016)

- A. When a boundary of a multifamily, institutional, or non-residential Use sides or backs to a property that is zoned or designated on the Future Land Use Plan for residential (non-multifamily) uses, or when any institutional or non-residential Use sides or backs to a MF District, a solid screening wall or fence of not less than six (6) feet nor more than eight (8) feet in height shall be erected on the property line separating these uses. The purpose of the screening wall or fence is to provide a visual barrier between the properties.

The owner of such property of the lesser restrictive use shall be responsible for and shall build the required wall or fence on his property line dividing his property from the more restrictive zoning district. In cases where the Planning & Zoning Commission finds this requirement to be better met by an irrigated living screen, the same may be substituted for the screening wall after a landscape plan has been prepared to demonstrate equal visual screening.

A screening wall or fence required under the provisions of this section, under a Specific Use Permit, a Planned Development District, or other requirement shall be constructed of clay-fired brick masonry units or other suitable permanent materials which do not contain openings constituting more than forty (40) square inches in each one square foot of wall or fence surface, and the surface of such wall or fence shall constitute a visual barrier. All wall or fence openings shall be equipped with gates equal in height and screening characteristics to the wall or fence. Concrete masonry units, poured in place concrete, tilt-up concrete, or concrete panels may be used upon approval by the Planning & Zoning Commission.

Properties zoned for the DTC, DTR, or DTO District are only required to provide screening along property lines that are adjacent to properties shown as residential on the Future Land Use Plan. The screening shall consist of an eight foot (8') cedar board-on-board wooden fence constructed in accordance with the fence ordinance as it exists or may be amended. In the DTO District, the height of the fence may be reduced to six (6) feet.

- B. All required screening walls shall be equally finished on both sides of the wall.
- C. All loading and service areas shall be screened from view from adjacent public streets and adjacent property that is zoned or designated on the Future Land Use Plan for residential uses. Screening shall be by walls with complimentary landscaping that is compatible with the project design.
1. Screening walls shall be fourteen (14) feet tall with one row of perimeter evergreen trees adjacent to the loading area.
 2. A screening wall is not required if a double row of perimeter evergreen trees is provided on offset fifty (50) foot centers within a fifteen (15) foot landscape edge. Fifty (50) percent of the trees shall be canopy evergreen trees.
- D. All uses providing open storage shall provide a site plan and landscape plan depicting the following:

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1. The location of open storage on the property;
2. The location of parking and vehicular maneuvering aisles and/or fire lanes in relation to the open storage;
3. The location of pedestrian access and/or sidewalks adjacent to and accessing the open storage and the primary use; and
4. The location, height, and type of screening.

A new use utilizing an existing building shall submit an amended site plan depicting the location of open storage. If the open storage area exceeds twenty percent (20%) of the gross floor area of the primary use building or ten (10%) of the lot area, it must be presented on a site plan and approved by the Planning & Zoning Commission.

~~E. Open storage shall abide by the following requirements:~~

- ~~1. It shall only contain equipment, vehicles, commodities, materials, goods, or merchandise that is sold, rented, or distributed within the inside of a building of a primary use, unless it is demonstrated to the Director of Development Services or his/her designee that such products or materials could not be located indoors.~~
- ~~2. It shall not be located within any required front, side, or rear yard setbacks.~~
- ~~3. It shall be screened from all streets and adjacent properties with the following:~~
 - ~~a. A minimum six (6) foot ornamental metal fence, not to be more than ten (10) feet in height, with a solid living screen located in a ten (10) foot landscape setback, containing a minimum of three (3) inch caliper evergreen trees on fifteen (15) foot centers with a continuous row of minimum seven (7) gallon evergreen shrubs along the exterior or interior of the fence; or~~
 - ~~b. A minimum six (6) foot masonry wall, not to be more than ten (10) feet in height, matching the materials of the primary building with three (3) inch caliper evergreen trees on fifteen (15) foot centers, located in a ten (10) foot landscape setback along the interior of the wall.~~
 - ~~c. Alternative types of screening must be reviewed by the Planning & Zoning Commission with a recommendation forwarded to Town Council for approval.~~
- ~~4. It shall not exceed a height of one (1) foot below the top of the solid living screen or wall screening, whichever is greater, or be visible from the property line. A Nursery, Major may store plants that exceed the height of the living screen or wall.~~
- ~~5. All gates and doors shall provide an opaque screen. The total of all openings for access may not exceed twenty four (24) feet in width.~~
- ~~6. It shall not be located within any required parking spaces, loading areas, fire lanes, vehicular maneuvering aisles, customer pick up lanes, or on the roof of any structure.~~
- ~~7. It shall not apply to new and used sales or lease of automobiles, motorcycles, recreational vehicles, watercraft, or similar facilities as approved by the Director of Development Services or his/her designee requiring open storage.~~
- ~~8. The Planning & Zoning Commission may waive these requirements if no public purpose would be served by the construction of the required screen, or natural features (i.e. vegetation or topography) exist that sufficiently screen the open storage.~~

~~F.E.~~ Trash and recycling collection areas shall be located to minimize visibility. Trash and recycling receptacles shall be screened with a six (6) foot clay fired brick or stone wall of a color that is consistent with the color of the primary building. Trash compactors shall be screened with an eight (8) foot clay fired brick or stone wall of a color that is consistent with the color of the primary building. Screening enclosures

Commented [AG1]: Moved to Conditional Development Standards.

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shall be visually and aesthetically compatible with the overall project. Collection area enclosures shall contain permanent walls on three (3) sides with the service opening not directly facing any public right-of-way or any residentially zoned property, unless setback a minimum of two hundred and fifty feet (250') from the right-of-way or residentially zoned property. The fourth (4th) side will incorporate a metal gate of a height equal to the height of the wall to visually screen the dumpster or compactor. Enclosure sizes and specifications shall be determined by the Town's trash and recycling contractor.

~~G.F.~~ Where any alley intersects with a street, no fence or plant taller than two and one-half (2½) feet may be placed within a sight visibility triangle defined by measuring five (5) feet down the alley right-of-way line and measuring fifteen (15) feet down the street right-of-way line, then joining said points to form the hypotenuse of the triangle.

~~H.G.~~ In any residential Zoning District, or along the common boundary between any residential and non-residential district where a wall, fence, or screening separation is provided, the following standards for height, location, and design shall be observed:

1. Any fence or wall located to the rear of the minimum required front yard line shall not exceed eight (8) feet in height above the grade of the adjacent property. Where a fence intersects a screening wall and the height of the fence exceeds the height of the screening wall, the height of the fence shall transition to the height of the screening wall over a distance of twenty (20) feet.
2. The maximum height of a fence or wall in a required front yard of a single family or duplex shall not exceed four (4) feet. Combinations of berms and fences shall not exceed four (4) feet in height. Ornamental metal fencing that is attached to required screening walls as defined in Subdivision Ordinance No. 03-05, as it currently exists or may be amended, may be constructed up to eight (8) feet in height in the front yard of cul-de-sac lots for only the side of the lot that is adjacent to a street with a right-of-way width of sixty (60) feet or greater. The height of this fence shall not exceed the height of the adjacent required screening wall.
3. The maximum height of a fence in a required front yard of a single family lot that is one (1) acre or larger may exceed the four (4) foot height limit established above, provided that said fence shall not exceed eight (8) feet in height and shall be constructed of wrought iron or decorative tubular steel.

~~H.H.~~ Screening shall be required between residential lots and adjacent right-of-ways as required by Subdivision Ordinance No. 03-05, as it currently exists or may be amended.

~~H.I.~~ Rooftop and ground-mounted mechanical equipment shall be screened with a parapet wall and/or masonry wall a minimum of twelve inches (12") in height taller than the mechanical equipment being screened. Where rooftop-mounted mechanical equipment is not screened from view at a point six feet (6') above ground level at the property line, alternative forms of screening are required, and may be constructed of metal, acrylic, or a similar material, subject to approval by the Director of Development Services. All mechanical equipment shall be screened from view at a point six (6) feet above ground level at the property line. If a parapet does not accomplish this screening, a screening wall equal to the height of the equipment shall be provided. Buildings adjacent to single family zoned property or property that is designated as single family on the Future Land Use Plan shall provide a screening wall equal to the height of the equipment on all sides that face the residential property.

~~K.J.~~ A six (6) foot irrigated living screen shall be required when parking is located adjacent to residential in the DTC or DTR District. In the DTO District, the living screen may be reduced to a minimum of three (3) feet but shall be solid at the time of planting. In the DTO District, the living screen is not required where a wood fence is required in accordance with Subsection 5.2(A) above.

~~L.K.~~ Air conditioning units, trash/recycling containers, and pool equipment shall be entirely screened from view from adjacent public right-of-way by a living screen consisting of evergreen shrubs, a solid privacy fence, or through building orientation.

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SECTION 8
NON-RESIDENTIAL & MULTIFAMILY DESIGN AND DEVELOPMENT ~~(Z07-19)~~

(Ord. 2020-##; 08-11-2020)

8.1 APPLICABILITY

The regulations provided in Sections 8.2 – 8.6 shall apply to all office, retail, restaurant, service, automobile, and commercial uses. The regulations provided in sections 8.7 – 8.10 shall apply to all industrial, wholesale, and institutional uses. Where the regulations of this Section conflict with other Sections of this Ordinance, the regulations of this Section shall apply.

The intent of these provisions is to promote high-quality architecture that relates to the street, scale of development, and surrounding land uses by utilizing three properties of good design: massing, use of materials, and attention to detail.

OFFICE, RETAIL, RESTAURANT, SERVICE, AUTOMOBILE, AND COMMERCIAL DEVELOPMENT STANDARDS

8.2 EXTERIOR APPEARANCE OF BUILDINGS AND STRUCTURES

A. All exterior facades of an office, retail, restaurant, and commercial building or structure, excluding glass windows and doors, shall be constructed using the permitted buildings materials in Chapter 4, Section 8.2 (B. & C).

B. All exterior facades for a main building or structure, excluding glass windows and doors, in the O, DTR, NS, R, DTC, C, and CC Districts shall be constructed of one hundred (100%) percent masonry as defined in Chapter 3, Section 2. The use of stucco and EIFS are only permitted as secondary or accent materials.

1. The Town Council, after recommendation by the Planning & Zoning Commission, may grant an exception to the foregoing exterior façade and design requirements, based upon consideration of the criteria listed in subpart 2, below.

2. In considering an exception to the exterior façade requirements, the Planning & Zoning Commission and Town Council may consider whether a proposed alternate material:

a. is a unique architectural expression;

b. includes unique building styles and materials;

c. is consistent with high quality development;

d. is or would be visually harmonious with existing or proposed nearby buildings;

e. has obvious merit based upon the quality and durability of the materials; and

f. represents an exterior building material that is in keeping with the intent of this chapter to balance the abovementioned objectives.

3. Any exterior façade exception shall be considered in conjunction with a preliminary site plan or site plan application.

Commented [AG1]: Moved from Chapter 9

A-C. Permitted primary exterior materials are clay fired brick, natural, precast, and manufactured stone, granite, and marble. A-architectural concrete block, split face concrete masonry unit, and architecturally finished concrete tilt wall may be used for big box uses.

B-D. Secondary materials used on the façade of a building are those that comprise a total of ten (10) percent or less of an elevation area. Permitted secondary materials are all primary materials, aluminum or other

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metal, cedar or similar quality decorative wood, stucco, and high impact exterior insulation and finish systems (EIFS). Stucco and EIFS are only permitted a minimum of nine (9) feet above grade.

~~G-E.~~ No single material shall exceed eighty (80) percent of an elevation area. A minimum of twenty (20) percent of the front façade and all facades facing public right-of-way shall be natural or manufactured stone. A minimum of ten (10) percent of all other facades shall be natural or manufactured stone.

~~D-E.~~ All buildings with a footprint of less than ten thousand (10,000) square feet and located 100 feet or less from a residential zoning district shall incorporate a pitched, gabled, mansard, hipped, or otherwise sloped roof. All sloped roofs shall have a six (6) in twelve (12) inch minimum slope. All buildings with a footprint of less than ten thousand (10,000) square feet and located 100 feet or greater from a residential zoning district shall incorporate a pitched, gabled, mansard, hipped, or otherwise sloped roof, or a flat roof with an articulated parapet wall or cornice. Wood shingles are prohibited. Composition shingles are allowed provided they have architectural detail and a minimum 30 year life.

~~E-G.~~ All buildings with a footprint of ten thousand (10,000) square feet and greater shall incorporate sloped roof elements including, but not limited to pitched roofs on towers or arcades, sloped awnings, sloped parapets. Flat roofs are permitted with an articulated parapet wall or cornice in place of the required sloped roof elements. The sloped elements shall be provided along a minimum of sixty (60) percent of each wall's length. All sloped roof elements shall have a six (6) in twelve (12) inch minimum slope. Wood shingles are prohibited. Composition shingles are allowed provided they have architectural detail and a minimum 30 year life.

~~F.~~ In the DTR and DTC Districts, an articulated parapet wall or cornice may be used in place of the sloped roof as required in Section 8.2(E) and (F) above.

Commented [AG2]: Moved to Downtown Section below

~~G-H.~~ All buildings shall be designed to incorporate a form of architectural articulation every thirty (30) feet, both horizontally along each wall's length and vertically along each wall's height. Acceptable articulation may include the following:

- Canopies, awnings, or porticos;
- Recesses/projections;
- Arcades;
- Arches;
- Display windows, including a minimum sill height of thirty (30) inches;
- Architectural details (such as tile work and moldings) integrated into the building facade;
- Articulated ground floor levels or base;
- Articulated cornice line;
- Integrated planters or wing walls that incorporate landscape and sitting areas;
- Offsets, reveals or projecting rib used to express architectural or structural bays; or
- Varied roof heights;

~~I.~~ All buildings shall be designed to incorporate a form of window articulation. Acceptable articulation may include the following:

- Detailed/patterned mullions
- Glass depth from wall min. 8"
- Projected awnings/sunshades

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- Water table in lieu of floor to ceiling glass
- Articulated lintel (i.e. soldier course in brick or material change EIFS or cast stone with min. ½" projection)
- Articulated sill (i.e. soldier course in brick or material change EIFS or cast stone with min. ½" projection)
- Cast stone surrounds on entire window



J. All buildings constructed primarily of brick shall incorporate a form of brick patterning. Acceptable patterning may include those represented below, or similar subject to approval by the Director of Development Services:



H. In the DTR and DTC Districts, all windows shall include a minimum sill height of eighteen (18) inches.

Commented [AG3]: Moved to Downtown Section below

K. All buildings shall be architecturally finished on all four (4) sides with same materials, detailing, and features except the rear if two (2) rows of trees are planted on the perimeter behind the building. In this case, the architectural finish must match the remainder of the building in color only. A double row of trees on offset fifty (50) foot centers in a fifteen (15) foot landscape edge, where fifty (50) percent of the trees are canopy evergreen trees. This is for facades that are not visible from public streets and apply to anchor buildings and attached in line spaces only. This provision does not apply to "out" buildings or pad sites.

L. Windows shall have a maximum exterior visible reflectivity of ten (10) percent. The intent of this provision is to prevent the safety hazard of light reflecting from the windows on to adjacent roadways.

M. All retail/commercial buildings with facades greater than two hundred (200) feet in length shall incorporate wall plane projections or recesses that are at least six (6) feet deep. Projections/recesses must be at least twenty five (25) percent of the length of the facade. No uninterrupted length of facade may exceed one hundred (100) feet in length. This requirement does not apply to building developed and occupied entirely for office uses.

N. All buildings within a common development, as shown on a Preliminary Site Plan, shall have similar architectural styles, materials, and colors.

1. Conceptual facade plans and sample boards shall be submitted with the Preliminary Site Plan application for all non-residential uses. The purpose of the conceptual facade plan is to ensure consistency and compatibility for all buildings within a single development. Facade plans will be used only to ensure minimum standards are met.
2. A final facade plan and sample boards shall be submitted with the Final Site Plan application for all non-residential uses. Facade plans will be used only to ensure minimum standards are met. Facade

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plans shall be reviewed and approved by the Director of Development Services or his/her designee. The applicant may appeal the decision to the Planning & Zoning Commission and Town Council using the appeal procedure in Chapter 4, Section 1 of this Ordinance.

~~M.O.~~ All primary and secondary exterior building materials (exclusive of glass) shall be of natural texture and shall be neutrals, creams, or other similar, non-reflective earth tone colors. Bright, reflective, pure tone primary or secondary colors, such as red, orange, yellow, blue, violet, or green are not permitted.

~~N.P.~~ Corporate identities that conflict with the building design criteria shall be reviewed on a case-by-case basis and approved by the Director of Development Services or his/her designee. The applicant may appeal the decision to the Planning & Zoning Commission and Town Council using the appeal procedure in Chapter 4, Section 1 of this Ordinance.

~~Q.~~ Exposed conduit, ladders, utility boxes, and drain spouts shall be painted to match the color of the building or an accent color. Natural metal finishes (patina) are an acceptable alternative to paint.

~~R.~~ Unclassified non-residential uses (i.e. amenity centers) which are permitted in residential districts shall develop in accordance with the office, retail, restaurant, service, automobile, and commercial development standards.

~~S.~~ The Town Council may approve materials which are equivalent to, or exceed, the standards set forth in Chapter 4, Section 9.8 (A & C), above.

~~T.~~ Downtown Development Standards are as follows:

- ~~1.~~ In the DTR and DTC Districts, an articulated parapet wall or cornice may be used in place of the sloped roof as required in Section 8.2(E) and (F) above.
- ~~2.~~ In the DTR and DTC Districts, all windows shall include a minimum sill height of eighteen inches (18").
- ~~3.~~ In the DTO District, cementitious fiber board may be used on up to ninety (90) percent of a structure.
- ~~4.~~ Roof pitches of a main building or structure in the DTO District shall meet the following:
 - ~~a.~~ A minimum of sixty-five percent (65%) of the surface area of composition roofs shall maintain a minimum roof pitch of 8:12.
 - ~~b.~~ A minimum of seventy-five percent (75%) of the surface area of clay tile, cement tile, slate or slate products, or metal roofs shall maintain a minimum roof pitch of 3:12.
 - ~~c.~~ Wood roof shingles are prohibited.

Commented [AG4]: Moved from Section 9

~~8.3~~ **BIG BOX REQUIREMENTS**

~~A.~~ Big Box uses are permitted by right with appropriate zoning and within retail/commercial centers adjacent to University Drive (U.S. 380), Dallas Parkway, or Preston Road.

~~B.~~ Big Box uses are permitted by Specific Use Permit (SUP) in other areas where zoning is appropriate.

~~8.4~~ **CIRCULATION AND PARKING REQUIREMENTS**

~~A.~~ Internal drive aisles shall be designed to incorporate ninety (90) degree intersections. A five (5) degree variance is allowable.

~~B.~~ All parking spaces for a building must be located within three hundred and fifty (350) feet of walking distance from the building's public entrance. Big Box uses are excluded from this provision.

~~C.~~ Parking spaces that face and are adjacent to a building shall utilize curbs, wheel stops, and/or bollards.

~~D.~~ Speed bumps are not permitted within a fire lane.

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- ~~E. Drive aisles in front of buildings cannot be longer than three hundred (300) feet continuous without an offset equal to the width of the drive aisle, traffic circle, or other acceptable traffic calming feature approved by the Director of Development Services or his/her designee.~~
- ~~F. Restaurants shall receive a fifty percent (50%) reduction to the required parking for areas designated as outdoor dining. The reduction in parking only applies to parking spaces that are required due to the square footage of the outdoor dining area.~~
- ~~G. All paved areas, which includes, but is not limited to, parking areas, fire lanes, drive aisles, driveways, turn-arounds, and loading areas, shall be paved with concrete or a comparable surface (masonry pavers, stone, brick, etc.), constructed to standards approved by the Director of Development Services or his/her designee. Pervious concrete or other alternative permeable paving surfaces may be used if approved by the Town Council. The use of asphalt, gravel, and crushed rock are strictly prohibited, unless approved as a temporary paving surface by the Director of Development Services or his/her designee. (Z10-0007)~~

Commented [AG5]: Moved to Section 4

8.5 LANDSCAPING AND OPEN SPACE REQUIREMENTS

- ~~A. Required parking lot trees may be consolidated into groups under the following conditions:

 - ~~1. The number of required trees is one (1) per ten (10) parking spaces.~~
 - ~~2. Consolidated tree islands require one hundred and eighty (180) square feet per tree.~~
 - ~~3. The maximum run of parking spaces is increased from fifteen (15) to thirty (30).~~
 - ~~4. This consolidation does not include the tree islands at the end of a row of parking or along perimeter parking rows that face a drive aisle or street.~~
 - ~~5. A consolidated tree island shall not be located closer than five (5) parking spaces from an end of row tree island.~~~~
- ~~B. All uses containing a drive-in or drive thru shall be subject to the following standards:

 - ~~1. A minimum ten (10) foot wide landscape island shall be constructed around the outer edge of the drive thru lane for a minimum distance to equal the length of stacking required for the drive thru facility.~~
 - ~~2. The landscape island shall contain minimum three (3) inch caliper evergreen or deciduous trees planted fifteen (15) feet on center with minimum five (5) gallon shrubs planted three (3) feet on center. Ornamental trees evenly interspersed between the evergreen or deciduous trees may be substituted for the shrubs. If the landscape island is located on the perimeter of the property, perimeter landscaping requirements may be applied towards this requirement.~~~~
- ~~C. A final open space plan shall be submitted with the Final Site Plan application for all non residential uses. Open space plans will be used only to ensure minimum standards are met. Open space plans shall be reviewed and approved by the Director of Development Services or his/her designee. The applicant may appeal the decision to the Planning & Zoning Commission. For nonresidential development, seven (7) percent of the net lot area is required to be provided as open space. The open space may consist of any element that is not one of the following:

 - ~~1. Vehicular paving.~~
 - ~~2. Required parking lot landscape islands.~~
 - ~~3. Building footprint.~~
 - ~~4. Utility yards.~~
 - ~~5. Required landscape setbacks.~~
 - ~~6. Sidewalks, unless the sidewalk is designated as an outdoor dining area on the approved site plan.~~~~

Commented [AG6]: Moved to Section 2

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7. ~~Detention ponds. Detention ponds that are located between the building and street and contain a constant water level, are landscaped, or otherwise treated as an amenity for the development, as determined by the Director of Development Services or his/her designee, may be calculated toward the required open space.~~

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8.6 ACCESS REQUIREMENTS

- A. ~~All retail/commercial driveways served by a median opening shall be divided.~~
- B. ~~All retail/commercial properties shall have access to a median opening either directly, or through cross access.~~
- C. ~~All non-residential lots shall provide cross access drive aisles to adjacent non-residential properties.~~
1. ~~If used as a fire lane, the cross access drive aisle shall meet all the criteria for a fire lane.~~
 2. ~~A shared driveway located along a common property line is encouraged and satisfies the requirement for cross access.~~

Commented [AG8]: Moved to Section 4.

INDUSTRIAL, WHOLESALE, AND INSTITUTIONAL DEVELOPMENT STANDARDS

8.78.3 EXTERIOR APPEARANCE OF BUILDINGS AND STRUCTURES

- A. All exterior facades of an industrial, wholesale, or institutional building or structure, excluding glass windows and doors, shall be constructed using the permitted buildings materials in Chapter 4, Section 8.2 (B. & C).
- B. ~~All exterior facades for a main building or structure, excluding glass windows and doors, in the I District shall be constructed of one hundred (100%) percent masonry as defined in Chapter 3, Section 2. The use of stucco and EIFS are only permitted as secondary or accent materials.~~
1. ~~The Town Council, after recommendation by the Planning & Zoning Commission, may grant an exception to the foregoing exterior façade and design requirements, based upon consideration of the criteria listed in subpart 2, below.~~
 2. ~~In considering an exception to the exterior façade requirements, the Planning & Zoning Commission and Town Council may consider whether a proposed alternate material:~~
 - a. ~~is a unique architectural expression;~~
 - b. ~~includes unique building styles and materials;~~
 - c. ~~is consistent with high quality development;~~
 - d. ~~is or would be visually harmonious with existing or proposed nearby buildings;~~
 - e. ~~has obvious merit based upon the quality and durability of the materials; and~~
 - f. ~~represents an exterior building material that is in keeping with the intent of this chapter to balance the abovementioned objectives.~~
 3. ~~Any exterior façade exception shall be considered in conjunction with a preliminary site plan or site plan application.~~

Commented [AG9]: Moved from Chapter 9

~~B-C.~~ Permitted primary exterior materials are clay fired brick, natural, precast, and manufactured stone, granite, marble, architectural concrete block, split face concrete masonry unit, and architecturally finished concrete tilt wall.

~~C-D.~~ Secondary materials used on the façade of a building are those that comprise a total of ten (10) percent or less of an elevation area. Permitted secondary materials are all primary materials, aluminum or

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other metal, cedar or similar quality decorative wood, stucco, and high impact exterior insulation and finish systems (EIFS). Stucco and EIFS are only permitted a minimum of nine (9) feet above grade.

~~D-E.~~ No single material shall exceed eighty (80) percent of an elevation area. A minimum of twenty (20) percent of the front façade and all facades facing public right-of-way shall be clay fired brick or natural, precast, or manufactured stone. The clay fired brick or natural, precast, or manufactured stone shall be located at the main entry points of the building.

~~E-F.~~ The front façade, all facades facing public right-of-way, and all facades facing property that is zoned or designated on the Future Land Use Plan for residential uses shall be architecturally finished with same materials, detailing, and features. The architectural finish of all other facades must match the remainder of the building in color only.

~~F-G.~~ All buildings with a front façade or a facade facing public right-of-way which are greater than two hundred (200) feet in length shall incorporate projections or recesses that are at least six (6) feet deep. Projections/recesses must be at least twenty (20) percent of the length of the façade.

~~G-H.~~ Windows shall have a maximum exterior visible reflectivity of ten (10) percent. The intent of this provision is to prevent the safety hazard of light reflecting from the windows on to adjacent roadways.

~~H-I.~~ All buildings within a common development, as shown on a Preliminary Site Plan, shall have similar architectural styles, materials, and colors.

1. Conceptual facade plans and sample boards shall be submitted with the Preliminary Site Plan application for all non-residential uses. The purpose of the conceptual facade plan is to ensure consistency and compatibility for all buildings within a single development. Facade plans will be used only to ensure minimum standards are met.
2. A final facade plan and sample boards shall be submitted with the Final Site Plan application for all non-residential uses. Facade plans will be used only to ensure minimum standards are met. Facade plans shall be reviewed and approved by the Director of Development Services or his/her designee. The applicant may appeal the decision to the Planning & Zoning Commission and Town Council using the appeal procedure in Chapter 4, Section 1 of this Ordinance.

~~I-J.~~ All primary and secondary exterior building materials (exclusive of glass) shall be of natural texture and shall be neutrals, creams, or other similar, non-reflective earth tone colors. Bright, reflective, pure tone primary or secondary colors, such as red, orange, yellow, blue, violet, or green are not permitted.

~~J-K.~~ Corporate identities that conflict with the building design criteria shall be reviewed on a case-by-case basis and approved by the Director of Development Services or his/her designee. The applicant may appeal the decision to the Planning & Zoning Commission and Town Council using the appeal procedure in Chapter 4, Section 1 of this Ordinance.

~~L.~~ Exposed conduit, ladders, utility boxes, and drain spouts shall be painted to match the color of the building or an accent color. Natural metal finishes (patina) are an acceptable alternative to paint.

~~E.~~ Exterior construction of maintenance buildings for golf courses, public or parochial schools, churches, of the Town of Prosper may be metal upon issuance of a Specific Use Permit. Exterior construction of buildings used for agricultural purposes in conjunction with a school may be metal upon issuance of a Specific Use Permit.

~~If an expansion or an addition to an existing metal building is not greater than ten (10) percent or seven thousand (7,000) square feet, whichever is greater, the masonry requirement shall not apply to the expansion or addition to the existing metal building.~~

~~D.~~ The Town Council may approve materials which are equivalent to, or exceed, the standards set forth in Chapter 4, Section 9.8 (A & C), above.

Commented [AG10]: Moved from Section 9

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MULTIFAMILY DEVELOPMENT STANDARDS

8.4 MULTIFAMILY DEVELOPMENT STANDARDS

- A. All exterior facades for a main building or structure, excluding glass windows and doors, in the MF District shall be constructed of one hundred (100%) percent masonry as defined in Chapter 3, Section 2. The use of stucco and EIFS are only permitted as secondary or accent materials.
1. The Town Council, after recommendation by the Planning & Zoning Commission, may grant an exception to the foregoing exterior façade and design requirements, based upon consideration of the criteria listed in subpart 2, below.
 2. In considering an exception to the exterior façade requirements, the Planning & Zoning Commission and Town Council may consider whether a proposed alternate material:
 - a. is a unique architectural expression;
 - b. includes unique building styles and materials;
 - c. is consistent with high quality development;
 - d. is or would be visually harmonious with existing or proposed nearby buildings;
 - e. has obvious merit based upon the quality and durability of the materials; and
 - f. represents an exterior building material that is in keeping with the intent of this chapter to balance the abovementioned objectives.
 3. Any exterior façade exception shall be considered in conjunction with a preliminary site plan or site plan application.
- B. The Town Council may approve materials which are equivalent to, or exceed, the standards set forth in Chapter 4, Section 9.8 (A & C), above.
- C. Structure Separation – Multifamily structures on the same parcel shall have the following minimum distance between structures:
1. From main structure to main structure with walls that have openings for doors or windows on facades facing each other.
 - C. Face to Face: fifty (50) feet
 - D. Face to End: thirty (30) feet
 - E. Corner to Face or End: thirty (30) feet
 - F. End to End: thirty (30) feet
 2. From main structure to main structure with walls that do not have openings, the minimum distance between structures is twenty (20) feet for one- and two-story buildings and thirty (30) feet for three-story buildings.
 3. From main structure to accessory buildings or pools, the minimum distance between structures is twenty (20) feet.
 4. From main structure to free standing garage building, the minimum distance between structures is thirty (30) feet.
- D. All multifamily buildings shall be designed to incorporate a form of architectural articulation every thirty (30) feet, both horizontally along each wall's length and vertically along each wall's height. Acceptable

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articulation may include the following:

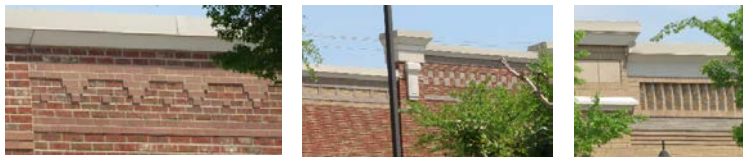
- Canopies, awnings, or porticos;
- Recesses/projections;
- Arcades;
- Arches;
- Architectural details (such as tile work and moldings) integrated into the building facade;
- Articulated ground floor levels or base;
- Articulated cornice line;
- Integrated planters or wing walls that incorporate landscape and sitting areas;
- Offsets, reveals or projecting rib used to express architectural or structural bays;
- Accent materials (minimum 15% of exterior facade);
- Varied roof heights;
- Or other architectural features approved by the Director of Development Services or his/her designee

E. All buildings shall be designed to incorporate a form of window articulation. Acceptable articulation may include the following:

- Detailed/patterned mullions
- Glass depth from wall minimum eight inches (8")
- Projected awnings/sunshades
- Water table in lieu of floor to ceiling glass
- Articulated lintel (i.e. soldier course in brick or material change EIFS or cast stone with minimum one half inch (1/2") projection)
- Articulated sill (i.e. soldier course in brick or material change EIFS or cast stone with minimum one half inch (1/2") projection)
- Cast stone surrounds on entire window



F. All buildings constructed primarily of brick shall incorporate a form of brick patterning. Acceptable patterning may include those represented below, or similar subject to approval by the Director of Development Services:



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G. All multifamily buildings shall incorporate a pitched, gabled, mansard, hipped, or otherwise sloped roof. All sloped roofs shall have a three (3) in twelve (12) inch minimum slope. Wood shingles are prohibited.

8.8 CIRCULATION AND PARKING REQUIREMENTS

- A. Internal drive aisles shall be designed to incorporate ninety (90) degree intersections. A five (5) degree variance is allowable.
- B. Parking spaces that face and are adjacent to a building shall utilize curbs, wheel stops, and/or bollards.
- C. Speed bumps are not permitted within a fire lane.
- D. No more than ten (10) percent of the required parking can be located in the service/loading area of a building except for buildings located on the street.
- E. All paved areas, which includes, but is not limited to, parking areas, fire lanes, drive aisles, driveways, turn arounds, and loading areas, shall be paved with concrete or a comparable surface (masonry pavers, stone, brick, etc.), constructed to standards approved by the Director of Development Services or his/her designee. Pervious concrete or other alternative permeable paving surfaces may be used if approved by the Town Council. The use of asphalt, gravel, and crushed rock are strictly prohibited, unless approved as a temporary paving surface by the Director of Development Services or his/her designee. (Z10-0007)

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8.9 LANDSCAPING AND OPEN SPACE REQUIREMENTS

- A. Required parking lot trees may be consolidated into groups under the following conditions:
 - 1. The number of required trees is one (1) per ten (10) parking spaces.
 - 2. Consolidated tree islands require one hundred and eighty (180) square feet per tree.
 - 3. The maximum run of parking spaces is increased from fifteen (15) to thirty (30).
 - 4. This consolidation does not include the tree islands at the end of a row of parking or along perimeter parking rows that face a drive aisle or street.
 - 5. A consolidated tree island shall not be located closer than five (5) parking spaces from an end of row tree island.
- B. All uses containing a drive in or drive thru shall be subject to the following standards:
 - 1. A minimum ten (10) foot wide landscape island shall be constructed around the outer edge of the drive thru lane for a minimum distance to equal the length of stacking required for the drive thru facility.
 - 2. The landscape island shall contain minimum three (3) inch caliper evergreen or deciduous trees planted fifteen (15) feet on center with minimum five (5) gallon shrubs planted three (3) feet on center. Ornamental trees evenly interspersed between the evergreen or deciduous trees may be substituted for the shrubs. If the landscape island is located on the perimeter of the property, perimeter landscaping requirements may be applied towards this requirement.
- C. A final open space plan shall be submitted with the Final Site Plan application for all

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non-residential uses. Open space plans will be used only to ensure minimum standards are met. Open space plans shall be reviewed and approved by the Director of Development Services or his/her designee. The applicant may appeal the decision to the Planning & Zoning Commission. For nonresidential development, seven (7) percent of the net lot area is required to be provided as open space. The open space may consist of any element that is not one of the following:

1. Vehicular paving.
2. Required parking lot landscape islands.
3. Building footprint.
4. Utility yards.
5. Required landscape setbacks.
6. Sidewalks, unless the sidewalk is designated as an outdoor dining area on the approved site plan.
7. Detention ponds. Detention ponds that are located between the building and street and contain a constant water level, are landscaped, or otherwise treated as an amenity for the development, as determined by the Director of Development Services or his/her designee, may be calculated toward the required open space.

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8.10 ACCESS REQUIREMENTS

A. All non-residential lots shall provide cross access drive aisles to adjacent non-residential properties.

1. If used as a fire lane, the cross access drive aisle shall meet all the criteria for a fire lane.
- 2.1. A shared driveway located along a common property line is encouraged and satisfies the requirement.

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SECTION 9
ADDITIONAL AND SUPPLEMENTAL

(Ord. 2020-##: 08-11-2020)

9.1 **LOT REGULATIONS:**

- A. The minimum lot area for the various Zoning Districts shall be in accordance with the individual Districts except that a lot having less area than herein required which was an official "lot of record" prior to the adoption of this Ordinance, may be used for a single-family dwelling and no lot existing at the time of passage of this Ordinance shall be reduced in area below the minimum requirements set forth in the respective District.
- B. Location of Dwellings and Buildings - Only one main building for single family and two-family use, with permitted accessory buildings, may be located upon a lot or unplatted tract.
- C. Every means of access shall have a minimum lot width of twenty-five (25) feet at the property line.
- D. Whenever two or more main buildings, or portions thereof, are placed upon a single lot or tract and such buildings do not face upon a public street, the same may be permitted when the site plan for such development is approved by the Planning & Zoning Commission so as to comply with the Town Subdivision Regulations' requirements for platting.
- E. No parking area, storage area, or required open space for one building shall be computed as being the open space, yard, or area requirements for any other dwelling or other use.
- F. Residential Density Calculations:

The maximum permitted residential densities for the TH and MF Districts shall be calculated using the net acreage of the site to be developed. Net acreage shall not include the following:

- Right-of-way dedicated for major thoroughfares.
- Required parkland dedication.
- Detention.
- Land used for non-residential purposes.

Net acreage may include the following:

- Non-reclaimed floodplain.
- Private open space.
- Park dedication in excess of minimum park dedication requirements.
- Detention ponds that contain a constant water level, are landscaped, or otherwise treated as an amenity for the development, as determined by the ~~Director of Planning~~Director of Development Services or his/her designee.

9.2 **MINIMUM DWELLING UNIT AREA:**

The minimum dwelling unit area of a residential unit shall be as specified in each residential Zoning District in Chapter 2 of this Ordinance. Dwelling unit area is defined as that area devoted to the living area in a residence or dwelling unit and is exclusive of porches, enclosed or open breezeways, storage area or closets, garages, or other non-living space. The minimum dwelling unit area will generally be that space which is air-conditioned.

9.3 **FRONT YARD:**

- A. On corner lots, the front yard setback shall be observed along the frontage of both intersecting streets, unless shown specifically otherwise on a final plat.
- B. Where the frontage on one (1) side of a street between two (2) intersecting streets is divided by two (2) or more Zoning Districts, the front yard shall comply with the requirements of the most restrictive Zoning

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District for the entire frontage.

- C. Where a building line has been established by a plat approved by the Town of Prosper or by ordinance prior to the adoption of this Ordinance, and such line required is a greater or lesser front yard setback than prescribed by this Ordinance for the Zoning District in which the building line is located, the required front yard shall comply with the building line so established by such Ordinance or plat provided no such building line shall be set back less than twenty (20) feet.
- D. The front yard shall be measured from the property line to the front face of the building, covered porch, covered terrace or attached accessory building. Eaves and roof extensions or a porch without posts or columns may project into the required front yard for a distance not to exceed three (3) feet, and subsurface structures, platforms or slabs may not project into the front yard to a height greater than thirty (30) inches above the average grade of the ground under the structure (See Chapter 5, Section 2.3, Illustration I).
- E. Where a lot fronts and backs to two (2) different streets, a required front yard shall be provided on both streets unless a building line for accessory buildings has been established along one frontage on the plat or by ordinance, in which event only one required front yard need be observed (See Chapter 5, Section 2.3, Illustration J).
- F. In all Single Family and 2F Districts, the minimum front yard setbacks for all lots fronting onto the same street along a block shall be staggered such that one third (1/3) of the lots have a front yard setback that is reduced by five (5) feet, one third (1/3) of the lots have a front yard setback as defined in Chapter 2, and one third (1/3) of the lots have a front yard setback that is increased by five (5) feet. Not more than two lots in a row may incorporate the same front yard setback. The average setback along the block shall equal the required setback for the particular Zoning District. The lots with an increased front building line may also decrease the rear building line by five (5) feet to maintain the necessary building pad depth. The purpose of this requirement is to produce a variety of front yard setbacks along a street, creating a more pleasing street presence and appearance of houses in the subdivision. In no case shall the front yard setback be less than twenty (20) feet. The front setbacks for each lot shall be designated on the final plat. (See Chapter 5, Section 2.3, Illustration K)
- G. Visual clearance shall be provided in all Zoning Districts so that no fence, wall, architectural screen, earth mounding or landscaping thirty (30) inches or higher above the street center line obstructs the vision of a motor vehicle driver approaching any street, alley, or driveway intersection.
 - 1. At a street intersection where one or both of the streets is a major thoroughfare, clear vision must be maintained for a minimum of twenty-five (25) feet across any lot measured from the corner of the property line in both directions. (See Chapter 5, Section 2.3, Illustration L)
 - 2. At an intersection of two neighborhood streets, this clearance must be maintained for ten (10) feet. (See Chapter 5, Section 2.3, Illustration M)
 - 3. At an intersection of a neighborhood street and an alley, this clearance must be maintained for five (5) feet down the alley and fifteen (15) feet down the street. (See Chapter 5, Section 2.3, Illustration N)
 - 4. Fences, walls, and thirty (30) inches in height, as measured from the centerline of the street, or less may be located in the visual clearance areas of all Districts.
- H. Gasoline, or other hydrocarbon fuel, service station pump islands including their associated unenclosed canopies shall meet the front yard setback requirements established in Chapter 2 of this Ordinance when located adjacent to a public street.
- I. Where a future right-of-way line has been established for future widening or opening of a street or thoroughfare, upon which a lot abuts, then the front or side yard shall be measured from the future right-of-way line.
- J. The minimum front yard in single-family and two-family Zoning Districts may be reduced by ten (10) feet in

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the following circumstances. In no case shall the reduction cause the minimum front yard to be less than fifteen (15) feet.

1. For an outside swing-in garage provided the wall of the garage that faces the street contains a glass pane window with a minimum size of three (3) feet by five (5) feet and the height of the garage does not exceed one (1) story; or
2. For a non-enclosed porch, stoop, or balcony, or an architectural feature, such as bay window without floor area or chimney; or
3. For a non-enclosed porch and the main structure provided:
 - a. the height of the main structure does not exceed one (1) story;
 - b. the porch has a minimum dimension of seven (7) feet in depth measured from stud to the front edge of the porch floor and a minimum width of twenty (20) feet; and
 - c. the minimum front yard for a front entry garage is increased one (1) foot for every one (1) foot the minimum front yard for the main structure is reduced.

9.4 SIDE AND REAR YARDS:

- A. On a Key Lot used for one or two-family dwellings, both street exposures shall be treated as front yards (See Chapter 5, Section 2.3 Illustration O) on all key lots except where one street exposure is designated as a side yard and separated from the adjacent lot by an alley (See Chapter 5, Section 2.3 Illustration P). In such case, a building line shall be designated on the plat approved by the Town of Prosper containing a side yard of fifteen (15) feet or more. On lots that were official lots of record prior to the effective date of this Ordinance, the minimum side yard adjacent to a side street shall comply with the minimum required side yard for the Zoning District.
- B. Every part of a required side yard shall be open and unobstructed from the ground upward except for accessory buildings as permitted herein and the ordinary projections of window sills, belt courses, cornices, and other architectural features not to exceed twelve (12) inches into the required side yard, and roof eaves projecting not to exceed thirty-six (36) inches into the required side yard. Air conditioning compressors and similar appurtenances are permitted in the side yard.
- C. Side yard setbacks in the R, C, and CC Districts may be waived for a building when attached to an adjacent building and is shown on a site plan approved by the Planning & Zoning Commission. (Z07-8)
- D. The face (meaning garage door) of a garage that faces a side yard (a swing-in garage) must be setback twenty-four feet (24') from the side property line. (Z10-0013)
- E. Non-residential uses that are permitted within a single family Zoning District (such as a day care, school, or church) shall maintain a forty (40) foot side and rear building setback when adjacent to a property that is zoned or designated on the Future Land Use Plan for residential uses.

9.5 SPECIAL HEIGHT REGULATIONS

Water stand pipes and tanks (excluding Town owned and/or operated water tanks), church steeples, domes, spires, school buildings, and institutional buildings may be erected to exceed three (3) stories in height, provided that one (1) additional foot shall be added to the width and depth of front, side, and rear yards for each foot that such structures exceed three (3) stories.

Ornamental features in all non-residential Zoning Districts may exceed the maximum building height provided that the ornamental feature does not contain floor area and provided the required setbacks for the ornamental feature are increased by two (2) feet for every one (1) foot that the ornamental feature exceeds the maximum height. Ornamental features include, but are not limited to towers, spires, steeples, and cupolas.

9.6 MEASUREMENTS:

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All measurements of setback requirements shall be made according to Chapter 5, Section 2.3, Illustrations Q-U.

9.7 **MODULAR HOMES:**

A Modular Home may be permitted in the A, SF, DTSF, 2F, TH, MH, or MF Districts providing that the following requirements are met:

- A. The dwelling shall meet or exceed all building code requirements that apply to other dwelling units concerning on-site construction.
- B. Conforms to all applicable zoning standards for the respective Zoning District.
- C. Is affixed to an approved permanent foundation system.
- D. The building official is so notified in writing for the purpose of establishing procedures for the inspection, issuing of building permits, and compliance with the Texas Manufactured Housing Standards Act (Article 1221f V.T.C.S.).
- E. The Modular Home is placed on an approved platted lot of the Town.

9.8 **EXTERIOR CONSTRUCTION OF ~~RESIDENTIAL MAIN BUILDINGS~~ (Ord. 15-55; 09-22-15; Ord. 16-29; 04-26-16)**

- A. The exterior facades of a main building or structure, excluding glass windows and doors, in the A, SF, DTSF, ~~DTO~~-2F, and TH Districts shall comply with the following requirements:
 1. The exterior facades shall be constructed of one hundred (100) percent masonry, unless otherwise specified in this Ordinance.
 2. Cementitious fiber board is considered masonry, but may only constitute fifty (50) percent of stories other than the first story.
 3. Cementitious fiber board may not be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story.
 4. Unless an alternate material is approved by the Town Council, any portion of an upper story, excluding windows, that faces a street, public or private open space, public or private parks, or hike and bike trails, shall be 100% masonry and shall not be comprised of cementitious fiber board.
 5. Unless an alternate material is approved by the Town Council, the exterior cladding of chimneys shall be brick, natural or manufactured stone, or stucco.
 6. In the DTSF ~~and the DTO~~ District, cementitious fiber board may be used on up to ninety (90) percent of a structure.
 7. Cementitious fiber board may be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, or other architectural features approved by the Building Official.
- B. The roof pitches of a main building or structure, including garages, in the A, SF, DTSF, ~~DTO~~-2F, and TH Districts shall meet the following roof pitch standards:
 1. A minimum of sixty-five percent (65%) of the surface area of composition roofs shall maintain a minimum roof pitch of 8:12.
 2. A minimum of seventy-five percent (75%) of the surface area of clay tile, cement tile, slate or slate products, or metal roofs shall maintain a minimum roof pitch of 3:12.
 3. Wood roof shingles are prohibited.

~~C. All exterior facades for a main building or structure, excluding glass windows and doors, in the MF, O, DTR, NS, R, DTC, C, CC, and I Districts shall be constructed of one hundred (100%) percent masonry as defined in Chapter 3, Section 2. The use of stucco and EIFS are only permitted as secondary or accent materials.~~

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~~1. The Town Council, after recommendation by the Planning & Zoning Commission, may grant an exception to the foregoing exterior façade requirements, based upon consideration of the criteria listed in subpart 2, below:~~

~~2. In considering an exception to the exterior façade requirements, the Planning & Zoning Commission and Town Council may consider whether a proposed alternate material:~~

~~a. is a unique architectural expression;~~

~~b. includes unique building styles and materials;~~

~~c. is consistent with high quality development;~~

~~d. is or would be visually harmonious with existing or proposed nearby buildings;~~

~~e. has obvious merit based upon the quality and durability of the materials; and~~

~~f. represents an exterior building material that is in keeping with the intent of this chapter to balance the abovementioned objectives.~~

~~3. Any exterior façade exception shall be considered in conjunction with a preliminary site plan or site plan application.~~

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~~D. Metal buildings are permitted in the I District upon review by the Planning & Zoning Commission and approval by the Town Council subject to:~~

~~1. The maximum height of metal buildings is thirty six (36) feet;~~

~~2. The lot on which the building is constructed must have frontage only on streets with eighty (80) feet of right of way or greater;~~

~~3. The lot containing a metal building shall be five hundred (500) feet from all Zoning Districts other than the C, CC, and I Districts;~~

~~4. The wall of the building facing the street must be one hundred (100) percent masonry; and~~

~~5. Other walls of the building visible from a street must have trees planted on thirty (30) foot centers within twenty (20) feet of the building.~~

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~~E. Exterior construction of maintenance buildings for golf courses, public or parochial schools, churches, of the Town of Prosper may be metal upon issuance of a Specific Use Permit. Exterior construction of buildings used for agricultural purposes in conjunction with a school may be metal upon issuance of a Specific Use Permit.~~

~~If an expansion or an addition to an existing metal building is not greater than ten (10) percent or seven thousand (7,000) square feet, whichever is greater, the masonry requirement shall not apply to the expansion or addition to the existing metal building.~~

~~F. The Town Council may approve materials which are equivalent to, or exceed, the standards set forth in Chapter 4, Section 9.8 (A & C), above.~~

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9.9 HANDICAP ACCESSIBILITY

If applicable all nonresidential buildings and parking areas shall conform to the Americans with Disabilities Act (ADA) of 1991, as may be amended, accessibility guidelines, the Uniform Federal Accessibility Standards, and Texas Accessibility Standards (TAS).

9.10 SELF-STORAGE AND MINI-WAREHOUSE FACILITIES

The side building lines of a self-storage or mini-warehouse facility may be reduced by approval of the Planning & Zoning Commission at the time of the preliminary site plan approval. The configuration of the

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storage units shall be with the doors facing into the site with the rear walls of the units serving as the outer boundary.

Self-storage or mini-warehouse facilities must comply with Chapter 4, Section 9.8 of this Ordinance, and its amendments, relating to the construction material used for exterior buildings. Notwithstanding any other provisions to the contrary, a self-storage or mini-warehouse facility constructed adjacent to a residential area, whether separated by a dedicated street or not, shall exclusively use clay fired brick or stone as the exterior construction material.

9.11 ADJACENCY OF CERTAIN USES TO RESIDENTIAL ZONING

- A. All buildings, gasoline pump islands, vacuums, outdoor speakers, gasoline or fuel storage tanks, air and water dispensers, and other structures in conjunction with any automotive use shall be located a minimum of two hundred (200) feet from any residential Zoning District. No service bay shall face a residential Zoning District. An automotive use shall be defined as the sales, leasing, renting, servicing, repair, or washing of automobiles, boats, motorcycles, trucks, or any other motor vehicle.
- B. All buildings, structures, and outdoor speakers used in conjunction with any drive-thru or drive-in restaurant shall be located a minimum of two hundred (200) feet from any residential Zoning District. Buildings and outdoor speakers may be located closer than two hundred (200) feet from a residential Zoning District provided that the building is located between the speaker box and adjacent residentially zoned property.
- C. Any lot containing a drive-thru restaurant, drive-in restaurant, and/or an automotive use as defined in Chapter 4, Section 9.11(A) and that is adjacent to a residential Zoning District shall comply with the following requirements:
 - 1. One (1) large tree, three (3) inch caliper minimum shall be planted on twenty (20) foot centers within the fifteen (15) foot landscape area, required by Chapter 4, Section 2.6(C). Of the trees required within the fifteen (15) foot landscape area, a minimum of fifty (50) percent of the trees shall be of an evergreen variety that will reach a minimum of fifteen (15) feet in height.
 - 2. The screening wall, required by Chapter 4, Section 5.2, shall be eight (8) feet in height.
 - 3. All screening materials, both wall and landscape materials, shall be maintained in a manner to provide the intended screening.
- D. The requirements listed in Chapter 4, Section 9.11(A) and 9.11(B) shall not apply to a drive-thru restaurant, drive-in restaurant, and/or an automotive use within two hundred (200) feet of a residential Zoning District that is separated from the residential area by an existing or future major thoroughfare identified on the Town's Thoroughfare Plan.

9.12 DAY CARE CENTERS, PRIVATE SCHOOLS, AND SIMILAR FACILITIES

- A. All day care centers shall provide outdoor play space at a rate of sixty-five (65) square feet per child. This requirement shall be based on the maximum licensed capacity of the facility. The outdoor play space shall have no dimension of less than thirty (30) feet. If the facility provides care to all children for less than four hours per day, this requirement may be waived by the Town Council.
- B. Outdoor play space is defined as the area used for outside recreational purposes for children. The outdoor play area must be enclosed by a fence of at least four (4) feet in height with at least two emergency exits. One exit may be an entrance to the building. The adequacy of the emergency exits shall be determined by the Fire Chief or his/her designee.

9.13 RESIDENTIAL DEVELOPMENT ADJACENT TO RAILWAYS

- A. Minimum Building Setback, Screening, and Landscaping Requirements.

When a boundary of a residential subdivision is adjacent to a railroad right-of-way, one of the two following screening options shall be installed within three (3) months from the date of Town acceptance of public

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improvements:

1. Option One

- a. A minimum building setback of fifty (50) feet shall be required from the railroad right-of-way; and
- b. A one hundred (100) percent clay fired brick or stone wall with a minimum height of six (6) feet shall be constructed on the railroad right-of-way line; and
- c. One (1) three (3) inch caliper large tree shall be planted a minimum of thirty (30) linear feet on center adjacent to the residential side of the wall. A minimum of fifty (50) percent of the trees shall be of the evergreen variety. The landscaped area shall be mechanically irrigated. The lot owner shall be responsible for the replacement of required plant materials.

2. Option Two

- a. A minimum building setback of eighty (80) feet shall be provided from the railroad right-of-way; and
- b. A six (6) foot high earthen berm with a maximum slope of 3:1 shall be constructed adjacent to the railroad right-of-way line.
- c. One (1) three (3) inch caliper large tree shall be planted a minimum of thirty (20) linear feet on center along the top or on the residential side of the berm. A minimum of fifty (50%) percent of the trees shall be of the evergreen variety. The landscaped area shall be mechanically irrigated. The lot owner shall be responsible for the replacement of required plant materials.

B. Platting Requirements:

1. The setback area shall be designated on the plat as follows: "This setback area is reserved for screening purposes. The placement of structures on this land or the removal of healthy screening plant materials is prohibited."
2. Should the setback area be part of a single-family lot, the setback area shall also be recorded on the plat as a building line.

C. This section shall not apply to any residential development with an approved Concept Plan, Preliminary Plat, and/or Final Plat prior to adoption of this Ordinance.

~~9.14 NONRESIDENTIAL AND MULTIFAMILY DEVELOPMENT ADJACENT TO A MAJOR CREEK~~

~~A. Major Creeks within the Town of Prosper shall be defined as:~~

- ~~• Button Branch~~
- ~~• Doe Branch~~
- ~~• Gentle Creek~~
- ~~• Rutherford Branch~~
- ~~• Wilson Creek~~

~~Each Major Creek begins at its headwater (as determined by the Federal Emergency Management Agency and/or the U.S. Army Corps of Engineers) as is generally depicted on Flood Insurance Rate Maps (FIRM) as provided by the Federal Emergency Management Agency.~~

~~B. All nonresidential and multifamily lots developing adjacent to the 100-year floodplain of a major creek shall comply with the requirements listed below. Multifamily-zoned property that develops as single-family is not subject to these requirements, but shall comply with Section 14 of the Subdivision Ordinance, as it exists or may be amended.~~

- ~~1. Retaining walls, where provided, shall be constructed of clay fired brick, stone, patterned concrete, modular concrete block, or split faced concrete masonry units. This requirement does not apply to~~

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walls constructed within the channel of the creek to control water flow.

2. Three (3) inch caliper trees planted on thirty (30) foot centers and three (3) gallon shrubs planted on five (5) foot centers shall be provided between parking and the flood plain when parking is located directly adjacent to the flood plain. The trees and shrubs are not required to be planted in a single row; they may be planted in groups. Existing trees in healthy growing condition and of a species from the list of Recommended Plant Materials in Chapter 4, Section 2 of this Ordinance, as it exists or may be amended, may be counted toward this requirement.
3. Maintenance access, as required by the Town Engineer, or his/her designee, shall be provided to the flood plain, hike and bike trail, and creek.
4. The development shall incorporate a connection to a hike and bike trail along the major creek by way of a sidewalk, stairs, and/or ramps. The connection shall comply with ADA and TAS accessibility requirements. The Director of Planning or his/her designee may waive this requirement if he/she determines that a connection is not needed due to the property size, configuration and constraints, or land use.
5. Open space areas adjacent to the floodplain that have been improved with patios, courtyards, or additional landscaping listed in Section 9.14(C)(1) and Section 9.14(C)(6) below may be used to meet minimum open space requirements.
6. Loading areas located adjacent to the major creek shall be screened from the flood plain by a solid living screen to reach a minimum of fourteen (14) feet tall within two (2) years. Existing trees in healthy growing condition and of an evergreen species from the list of Recommended Plant Materials in Chapter 4, Section 2 of this Ordinance, as it exists or may be amended, may be counted toward this requirement. For Industrial development, this requirement may be waived by the Planning & Zoning Commission upon site plan approval if the adjacent property on the opposite side of the creek is zoned Industrial or designated on the Future Land Use Plan as Industrial, unless zoned other than Industrial.

C. Multifamily, except those multifamily properties that are developed as single family, and office development adjacent to a major creek shall provide four (4) of the amenities listed below. Retail and commercial development adjacent to a major creek shall provide three (3) of the amenities listed below. Industrial development adjacent to a major creek shall provide two (2) of the amenities listed below. Amenity selection is subject to approval by the Planning & Zoning Commission upon preliminary site plan or site plan approval.

1. A thirty (30) foot landscape edge adjacent to the floodplain of the major creek with a double row of three (3) inch caliper trees planted on thirty (30) foot centers. Existing trees in healthy growing condition and of a species from the list of Recommended Plant Materials in Chapter 4, Section 2 of this Ordinance, as it exists or may be amended, may be counted toward this requirement.
2. A minimum of twenty five (25) percent of the surface area of walls that face the major creek to be provided as windows.
3. Construction of a hike and bike trail along the creek.
4. A visibility corridor of at least one hundred (100) feet shall be required between and/or adjacent to buildings adjacent to the flood plain. This visibility corridor can include parking, landscape medians or areas, amenities, and drive aisles.
5. Trail Head Park. A trailhead park shall have minimum dimensions of fifty (50) feet and be located adjacent to the hike and bike trail. Park benches shall be provided. Trailhead parks are subject to review and approval by the Director of Parks & Recreation or his/her designee.
6. A common patio, balcony, courtyard, or terrace a minimum of 750 square feet located between the building and the major creek.

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- ~~7. Building orientation such that the entire side of the building adjacent to the flood plain is not the back of the building.~~
 - ~~8. Building to have the same building materials and architectural elements on all four sides.~~
 - ~~9. Creek restoration (plan shall be designed and implemented according to USACE standards and approved by Army Corps of Engineers).~~
 - ~~10. Other amenities not listed may be approved by the Planning & Zoning Commission in conjunction with a preliminary site plan if they determine that the proposed amenity meets the intent of these requirements.~~
- ~~D. The Planning & Zoning Commission may grant variances to the requirements of this section, as it exists or may be amended, upon preliminary site plan or site plan approval only if they determine that conforming to these requirements is not possible due to the property size, configuration, topography, constraints, or land use and that no other alternative is available. The decision by the Planning & Zoning Commission may be appealed to the Town Council using the site plan appeal process described in Chapter 4, Section 1, as it exists or may be amended.~~

Commented [AG4]: Moved to Section 2

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9.15 — TRAFFIC IMPACT ANALYSIS

~~A. Purpose: The purpose of a traffic impact analysis is to assess the effects of specific development activity on the existing and planned roadway system. A Traffic Impact Analysis (TIA) is intended to adequately assess the traffic related impacts of a zoning proposal on the existing and planned thoroughfare system. The TIA is to determine the traffic loading that the proposed zoning will impose on the existing and planned thoroughfare system and to determine that the thoroughfare system, as planned, can handle the traffic loading at Level of Service D or better in the peak hour. Conclusions drawn from the analysis, along with other land use and service factors, shall be taken into consideration by the Planning & Zoning Commission and the Town Council in approval or disapproval of zoning changes.~~

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

~~B. Definitions:~~

- ~~1. Accident Analysis — A summary of the accident history on adjacent roadways during a specified time period. Such analyses typically include measures to mitigate the impact of site traffic on safety based on accident history and associated information.~~
- ~~2. Capacity — The maximum number of vehicles which can pass a given point during one hour under prevailing roadway and traffic conditions.~~
- ~~3. Level of Service (LOS) — A qualitative measure of traffic operating conditions based on such factors as speed and travel time, freedom to maneuver, traffic interruptions, comfort and convenience, and safety. Level of Service analyses conducted as part of a TIA shall be determined using procedures of the latest edition of the *Highway Capacity Manual*.~~
- ~~4. Special Report 209 — published by the Transportation Research Board (TRB).~~
- ~~5. Modal Split — The percentage of people using a certain means of transport: auto, transit, walk.~~
- ~~6. Queuing Analysis — an analysis of vehicle stacking and required lane storage necessary to mitigate excessive vehicle queues. Typically performed for drive through facilities, drop off zones to schools and daycare facilities, entrance gates, turn lanes and median breaks.~~
- ~~7. Sight Distance Survey — a survey of the available horizontal and vertical sight distance at access points to a site, intersection or roadway section. Such study must include measures to eliminate any resulting safety hazard.~~
- ~~8. Signal Cycle — the time period required for one complete sequence of traffic signal indications.~~
- ~~9. Signal Phase — a part of the signal cycle allocated to a traffic movement or any combination of traffic movements.~~
- ~~10. TIA Analysis Periods — time periods for traffic assessment as part of a TIA submittal.~~
- ~~11. Traffic Control Device — Any sign, signal, marking, or device placed or erected for the purpose of regulating, warning, or guiding vehicular traffic and/or pedestrians.~~
- ~~12. Traffic Impact Analysis — A study that provides information to: 1) determine the traffic loading that the proposed zoning will impose on the existing and planned thoroughfare system; 2) determine that the thoroughfare system, as planned, can handle the traffic loading at Level of Service D or better in the peak hour; and 3) evaluate the appropriate traffic mitigation measures if the thoroughfare system cannot accommodate the impact.~~
- ~~13. Traffic Simulation — The use of a computer model to provide detailed analysis of the interaction~~

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between traffic, roadway geometry, and traffic control devices.

14. **Trip Generation**—The number of one-way traffic movements associated with such variables as building size, type of dwelling unit, employees, land area, etc... Chapter 5, Section 2.3, Illustration V lists generalized trip generation rates for various land uses.
15. **Turn Lane Analysis**—an analysis of storage requirements for driveways or nearby intersections based on existing and future roadway volumes.
16. **Vehicle Trip**—A one way movement of a vehicle between two points.
17. **Volume/Capacity Ratio (V/C)**—the ratio of an actual volume to the capacity of a roadway.

C. Applicability:

A TIA shall be required under the following two conditions:

1. A zoning request for multifamily or nonresidential, as defined herein, that generates at least 5,000 trips per day and that does not comply with the Future Land Use Plan, unless the proposed zoning results in a net trip reduction compared to existing zoning.
2. A zoning request for residential, as defined herein, that generates a residential density greater than that recommended for the property by the Future Land Use Plan, unless the proposed zoning results in a net trip reduction compared to existing zoning.

All traffic impact analyses shall be performed by a consultant qualified to perform such studies. Special circumstances that do not meet the daily trip generation threshold may also require a TIA. Such circumstances, as determined by the Director of Planning or designated representative may include, but are not limited to: impacts to residential neighborhoods from non-residential development, inadequate site accessibility, the implementation of the surrounding Thoroughfare Plan is not anticipated during the estimated time period of a proposed development, the proposed land use differs significantly from that contemplated in the Future Land Use Plan, and the internal street or access is not anticipated to accommodate the expected traffic generation.

The Director of Planning or designated representative, based upon the results and recommendation from a pre-submission meeting with the applicant, shall determine the need for a TIA. It shall be the responsibility of the applicant to demonstrate that a TIA should not be required.

D. TIA Standards and Methodology:

The TIA must evaluate the impact of the proposed development on both existing traffic conditions and future traffic conditions for five (5) years after initial phase opening and ten (10) years after final opening with full build out. The study area shall be based on the total daily estimated trip generation. The study area shall be a one mile radius for less than 10,000 trips per day. A larger radius shall be considered for more than 10,000 trips per day. The TIA shall include the following:

1. **Site Location/Study Area**—a brief description of the size, general features, and location of the site, including a map of the site in relation to the study area and surrounding vicinity;
2. **Existing Zoning**—a description of the existing zoning for the site and adjacent property, including land area by zoning classification and density by FAR, square footage, number of hotel rooms, and dwelling units (as appropriate);
3. **Existing Development**—a description of any existing development on the site and adjacent to the site and how it would be affected by the development proposal;
4. **Proposed Zoning**—a description of the proposed zoning for the site, including land area by zoning classification and density by FAR, square footage, number of hotel rooms, and dwelling units (as appropriate); identify other adjacent land uses that have similar peaking characteristics as the

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~~proposed land use; identify recently approved or pending land uses within the area;~~

- ~~5. Thoroughfare System — a description and map of existing planned or proposed thoroughfares and traffic signals for horizon year(s) within the study area;~~
- ~~6. Existing Traffic Volumes — recent traffic counts for existing thoroughfares and major intersections within the study area;~~
- ~~7. Projected Traffic Volumes — horizon year(s) background traffic projections for the planned thoroughfare system within the study area;~~
- ~~8. Existing Site Trip Generation — a table displaying trip generation rates and total trips generated by land use category for the AM and PM peak hours and on a daily basis, assuming full development and occupancy based on existing zoning (if applicable), and including all appropriate trip reductions (as approved by Staff);~~
- ~~9. Proposed Site Trip Generation — a table displaying trip generation rates and total trips generated by land use category for the AM and PM peak hours and on a daily basis, assuming full development and occupancy for the proposed development, and including all appropriate trip reductions (as approved by Staff);~~
- ~~10. Net Change in Trip Generation (zoning) — proposed trip generation minus existing trip generation (if applicable); the net increase in trips to be added to base volumes for the design year;~~
- ~~11. Trip Distribution and Traffic Assignment — tables and figures of trips generated by the proposed development (or net change in trips, if applicable) added to the existing and projected volumes, as appropriate, with distribution and assignment assumptions, unless computer modeling has been performed;~~
- ~~12. Level of Service Evaluations — capacity analyses for weekday AM and PM peak hours of the roadway and peak hour of the site, if different from the roadway, for both existing conditions and horizon year projections for intersections, thoroughfare links, median openings and turn lanes associated with the site, as applicable. The minimum acceptable level of service (LOS) within the Town shall be defined as LOS "D" in the peak hour for all critical movements and links. All development impacts on both thoroughfare and intersection operations must be measured against this standard;~~
- ~~13. Traffic Signal Evaluations — the need for new signals based on warrants, the impact on transportation system performance;~~
- ~~14. Evaluation of Proposed/Necessary Mitigation — capacity analyses for weekday AM and PM peak hours of the roadway and peak hour of the site, if different from the roadway, for intersections, thoroughfare links, median openings and turn lanes associated with the site under proposed/necessary traffic mitigation measures;~~
- ~~15. Conclusions — identification of all thoroughfares, driveways, intersections, and individual movements that exceed LOS D, degrade by one or more LOS, the percentage of roadway volume change produced by the proposed development, and any operational problems likely to occur;~~
- ~~16. Recommendations — proposed impact mitigation measures; and~~
- ~~17. Other information required for proper review — as requested by the Director of Planning or designated representative;~~

~~E. Format:~~

~~The TIA report must be prepared on 8½" x 11" sheets of paper. However, it may contain figures on larger sheets, provided they are folded to this size. All text and map products shall be computer based and provided in both a computerized and published format compatible with Word and ArcView. In addition, all electronic files used as part of the traffic analysis (i.e., Synchro, HCS, Passor II/III, Corsim, etc.) shall be~~

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provided. The various sections of the report should be categorized according to the subject areas below:

Executive Summary

I. Introduction

- A. Purpose
- B. Methodology

II. Existing And Proposed Land Use

- A. Site Location/Study Area
- B. Existing Zoning
- C. Existing Development
- D. Proposed Zoning (if applicable)

III. Existing And Proposed Transportation System

- A. Thoroughfare System
- B. Existing Traffic Volumes
- C. Projected Traffic Volumes

IV. Site Traffic Characteristics

- A. Existing Site Trip Generation (if applicable)
- B. Proposed Site Trip Generation
- C. Net Change in Trip Generation (if applicable)
- D. Trip Distribution and Traffic Assignment

V. Traffic Analysis

- A. Level of Service Evaluations
- B. Traffic Signal Evaluations

VI. Traffic Mitigation

VII. Conclusions

VIII. Recommendations

APPENDICES

F. Administration:

Based on the results of the TIA and actions recommended by the Town Engineer, Director of Planning, and/or the Planning & Zoning Commission, the Town Council shall take one or more of the following actions:

1. Approve the zoning request, if the request has been determined to have no significant impact;
2. Approve the zoning request subject to inclusion of a traffic mitigation plan where the significant impacts of the requested zoning can be adequately mitigated through phasing, construction of improvements, or any other necessary means;
3. Approve the zoning request, subject to inclusion of a phasing plan;
4. Deny the zoning request, where the impacts cannot be adequately mitigated.

G. TIA Review:

The Town shall utilize a third party engineering firm qualified to review such studies for the TIA review. Payment of the review by the third party engineering firm shall be the responsibility of the applicant. The review fees shall be paid prior to the associated zoning case being scheduled for a public hearing before the Planning & Zoning Commission.

Commented [AG5]: Defer to Engineering Manual

9.16 RESIDENTIAL OPEN SPACE

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- A. Two-Family (Duplex) and Townhome Open Space. Each parcel of land developed under the 2F or TH standards shall provide usable open space totaling ten (10) percent for 2F and twenty (20) percent for TH of the area being developed. The open space shall be computed on the percentage of total platted area in the

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~~subdivision, excluding right of way dedicated major thoroughfares. This open space shall be owned and maintained by a homeowners' association. Areas provided as usable open space shall meet the following criteria:~~

- ~~1. All residential lots must be located within fourteen hundred (1,400) feet of a usable open space area as measured along a street. In order to preserve existing trees or should a property have unique topography, size, or configuration, this distance may be increased by the Planning & Zoning Commission with approval of the plat.~~
 - ~~2. All open space areas shall be minimum of twenty thousand (20,000) square feet with no slope greater than ten (10) percent and no width less than fifty (50) feet. The Planning & Zoning Commission may give full or partial credit with approval of the plat for open areas that exceed the maximum slope or that are otherwise unusable, if it is determined that such areas are environmentally or aesthetically significant.~~
 - ~~3. Open space areas must be easily viewed from adjacent streets and homes. Open space areas must abut a street on a minimum of forty (40) percent of the perimeter of the open space. However, the perimeter street requirement may be reduced to thirty (30) percent with Planning & Zoning Commission approval of the preliminary plat when:~~
 - ~~a. preserving existing trees;~~
 - ~~b. preserving natural geographic features; or~~
 - ~~c. physical constraints such as overall property size, configuration, or topography exist.~~
 - ~~4. Landscaping, sidewalks, and amenities such as tennis courts and swimming or wading pools may be located within usable open space areas. Detention ponds that contain a constant water level, are landscaped, or otherwise treated as an amenity for the development, as determined by the Director of Planning or his/her designee, may be calculated toward the required open space.~~
 - ~~5. Open space shall contain one (1) minimum three (3) inch caliper large tree for every one thousand (1,000) square feet of required open space. The trees shall be maintained in a healthy and growing condition, and must be replaced with trees of similar variety and size if damaged, destroyed, or removed. A landscape plan must be approved prior to approval of the final plat.~~
- ~~B. Multifamily Open Space. Each parcel of land developed under the MF standards shall provide usable open space totaling thirty (30) percent of the area being developed. The open space shall be computed on the percentage of total platted area in the subdivision, excluding right of way dedicated major thoroughfares. Areas provided as usable open space shall meet the following criteria:~~
- ~~1. The open space shall have a maximum slope not exceeding ten (10) percent.~~
 - ~~2. The open space shall have a minimum dimension of not less than thirty (30) feet.~~
 - ~~3. Of the required open space, fifteen (15) percent or twenty thousand (20,000) square feet, whichever is greater, shall be arranged or located in a contiguous mass. Flood plain used for open space may receive full credit for that portion that is maintained in its natural state. Floodplain that is reclaimed and used for open space shall receive a fifty (50) percent credit toward open space.~~
 - ~~4. At the time of preliminary site plan approval, the Planning & Zoning Commission may give full or partial credit for open areas that exceed the maximum slope, that are otherwise unusable, or that are less than the fifteen (15) percent or twenty thousand (20,000) square feet required in Chapter 4, Section 9.16(B)(2). These areas must be determined to be environmentally or aesthetically significant and/or an enhancement to the development or the area.~~
 - ~~5. Landscaping, sidewalks, and amenities such as tennis courts, swimming or wading pools, and clubhouses may be located within usable open space areas. Detention ponds that contain a constant~~

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water level, are landscaped, or otherwise treated as an amenity for the development, as determined by the Director of Planning or his/her designee, may be calculated toward the required open space.

6. Open space shall contain one (1) minimum three (3) inch caliper large tree for every one thousand (1,000) square feet of required open space. The tree shall be maintained in a healthy and growing condition, and must be replaced with trees of similar variety and size if damaged, destroyed, or removed. A landscape plan must be approved prior to approval of the final plat.

9.17 — MULTIFAMILY SITE DESIGN

- A. ~~Parking is only allowed between the building and a public street when located at or beyond the required landscape setback and screened with a headlight screen of earthen berms and/or a row of shrubs. Buildings with enclosed garages, when adjacent to a public street, must face garage doors internally to the development. Garage doors may not face a public street. No detached garages may be located between residential buildings and a public street. Enclosed garage parking spaces shall be a minimum of ten by twenty (10 x 20) feet.~~
- B. ~~Structure Separation – Multifamily structures on the same parcel shall have the following minimum distance between structures:~~
1. ~~From main structure to main structure with walls that have openings for doors or windows on facades facing each other:~~
 - a. ~~Face to Face: fifty (50) feet~~
 - b. ~~Face to End: thirty (30) feet~~
 - c. ~~Corner to Face or End: thirty (30) feet~~
 - d. ~~End to End: thirty (30) feet~~
 2. ~~From main structure to main structure with walls that do not have openings, the minimum distance between structures is twenty (20) feet for one and two story buildings and thirty (30) feet for three-story buildings.~~
 3. ~~From main structure to accessory buildings or pools, the minimum distance between structures is twenty (20) feet.~~
 4. ~~From main structure to free standing garage building, the minimum distance between structures is thirty (30) feet.~~
- C. ~~Access to a public street in a Single Family neighborhood will be limited access and will not function as a primary access point for the complex. Access to Single Family alleys is prohibited. Direct or indirect access to a median opening where located on divided thoroughfare is required.~~
- D. ~~Drive aisles within multifamily developments cannot be longer than five hundred (500) feet continuous without an offset equal to the width of the drive aisle, traffic circle, or other acceptable traffic calming feature approved by the Director of Planning or his/her designee.~~
- E. ~~All multifamily buildings shall be designed to incorporate a form of architectural articulation every thirty (30) feet, both horizontally along each wall's length and vertically along each wall's height. Acceptable articulation may include the following:~~
- ~~Canopies, awnings, or porticos;~~
 - ~~Recesses/projections;~~
 - ~~Arcades;~~
 - ~~Arches;~~
 - ~~Architectural details (such as tile work and moldings) integrated into the building facade;~~
 - ~~Articulated ground floor levels or base;~~
 - ~~Articulated cornice line;~~

Commented [AG7]: Moved to Section 4.

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- ~~Integrated planters or wing walls that incorporate landscape and sitting areas;~~
- ~~Offsets, reveals or projecting rib used to express architectural or structural bays;~~
- ~~Accent materials (minimum 15% of exterior facade);~~
- ~~Varied roof heights;~~
- ~~Or other architectural features approved by the Director of Planning or his/her designee~~

~~F. All multifamily buildings shall incorporate a pitched, gabled, mansard, hipped, or otherwise sloped roof. All sloped roofs shall have a three (3) in twelve (12) inch minimum slope. Wood shingles are prohibited.~~

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9.18 MAILBOXES (Z09-5)

~~Mailboxes shall be consistent throughout a subdivision and should be constructed of masonry or ornamental metal, unless otherwise required by the United States Postal Service.~~

9.19 ALTERNATING SINGLE FAMILY PLAN ELEVATIONS (Ord. 15-55; 09-22-15)

- A. In the SF Districts, a minimum of four (4) distinctly different home elevations shall be built on the same side of the street. Similar elevations shall not face each other. The same elevation shall not be within three homes of each other on the same side of the street.
- B. Different exterior elevations can be met by meeting at least two of the following criteria:
 1. Different roof forms/profiles
 2. Different facades consisting of different window and door style and placement
 3. Different entry treatment such as porches and columns
 4. Different number of stories

9.20 RESIDENTIAL GARAGE STANDARDS (Ord. 15-55; 09-22-15)

- A. In the SF and DTSF Districts, garages shall meet the following requirements:
 1. In no instance shall a garage door directly facing a street be less than 25 feet from the property line.
 2. Garage doors directly facing a street shall not occupy more than fifty percent (50%) of the width of the front façade of the house.
 3. Where a home has three (3) or more garage/enclosed parking spaces, no more than two (2) single garage doors or one (1) double garage door shall face the street, unless the garage door(s) are located behind the main structure.

SECTION 1 USE OF LAND AND BUILDINGS

1.1 USES PERMITTED BY DISTRICT

A. Land and buildings in each of the zoning districts may be used for any of the indicated uses but no land shall hereafter be used, and no building or structure shall hereafter be erected, altered, or converted, which is arranged or designed or used for other than those uses specified as permitted uses in the district in which it is located, according to the Chapter 3, Section 1.3 and in accordance with Chapter 1, Section 3 and the provisions of this Ordinance.

B. Legend for Schedule of Uses in Section 1.3

●	Use is permitted in district indicated
	Use is prohibited in district indicated
S	Use is permitted in district upon approval of a specific use permit
1	Use is permitted in the district indicated if conditional development standards or limitations in the corresponding numeric end note in Chapter 3, Section 1.4 are complied with

C. If a use is not on the Schedule of Uses, it is prohibited subject to compliance with Section 1.2 below.

1.2 CLASSIFICATION OF NEW AND UNLISTED USES

It is recognized that new types of land use will develop and forms of land use not presently anticipated may seek to locate in the Town. In order to provide for such changes and contingencies, a determination as to the appropriate classification of any new or unlisted form of land use shall be made as follows:

- A. The Building Official shall refer the question concerning any new or unlisted use to the Planning & Zoning Commission requesting an interpretation as to the zoning classification into which such use should be placed. The referral of the use interpretation question shall be accompanied by a statement of facts listing, among other things, the nature of the use and whether it involves dwelling activity, sales, processing, type of product, storage, anticipated employment, transportation requirements, the amount of noise, odor, fumes, dust, toxic material, and vibration likely to be generated and the general requirements for public utilities such as water and sanitary sewer.
- B. The Planning & Zoning Commission shall consider the nature and described performance of the proposed use and its compatibility with the uses permitted in the various districts and recommend to the Town Council the zoning district(s), use, and classification.
- C. The Planning & Zoning Commission shall transmit its recommendations to the Town Council as to the zoning district(s), use, and classification proposed for any new or unlisted use. The Town Council shall make such determination concerning the zoning district(s) and classification of such use as it determines appropriate.
- D. Standards for new and unlisted uses may be interpreted as those of a similar use. When determination of the minimum requirements cannot be readily ascertained, the same process outlined in Chapter 3, Section 1.2 (1-3) shall be followed for determination of the new standards.

1.3 SCHEDULE OF USES

The Schedule of Uses appears on the following charts. (Ord 13-48; 9-10-13, Ord 15-74; 12-08-15, & Ord 2020-##; 08-11-2020)

[illegible][illegible]

SECTION 1.3(C) EDUCATIONAL, INSTITUTIONAL, PUBLIC, AND SPECIAL USES	Residential Districts							Non-Residential Districts								
	A - Agricultural	SF – Single Family (E – 10)	DTSF – Downtown SF	TH - Townhome	2F – Two Family	MF – Multifamily	MH – Mobile Home	O – Office	DTO – Downtown Office	NS – Neighborhood Service	DTR – Downtown Retail	R – Retail	DTC – Downtown Commercial	C – Commercial	CC – Commercial Corridor	I – Industrial

[illegible]

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SECTION 1.3(G) SERVICE USES	Residential Districts							Non-Residential Districts								
	A - Agricultural	SF – Single Family (E – 10)	DTSF – Downtown SF	TH - Townhome	2F – Two Family	MF – Multifamily	MH – Mobile Home	O – Office	DTO – Downtown Office	NS – Neighborhood Service	DTR – Downtown Retail	R – Retail	DTC – Downtown Commercial	C – Commercial	CC – Commercial Corridor	I – Industrial

Alcoholic Beverage Establishment												30		30	30	
Artisan's Workshop										•	•	•	•	•		
Bank, Savings and Loan, or Credit Union								•	•	•	•	•	•	•	•	•
Beauty Salon/Barber Shop									•	•	•	•	•	•	•	
Bed and Breakfast Inn	S	S	S					S	S	S	•	•	•	•		
Body Art Studio																19
Business Service								•	•		•	•	•	•	•	•
Cabinet/Upholstery Shop													•	•	•	•
Campground or Recreational Vehicle Park	S						S									
Catering (Ord. 2020-##; 08-11-2020)									•	•	•	•	•	•		
Child Care Center, Licensed (Ord. No. 18-39; 05-22-18)	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	
Child Care Center, Home (Ord. No. 18-39; 05-22-18)	21	21	21													
Child Care Center, Incidental (Ord. No. 18-39; 05-22-18)								S	S		S		S	S	S	
Commercial Amusement, Indoor								•	•		•	•	•	•	•	•
Commercial Amusement, Outdoor												S	S	S	S	S
Contractor's Shop and/or Storage Yard														•		•
Day Care Center, Adult	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	
Dry Cleaning, Major														•		•
Dry Cleaning, Minor								•	•	•	•	•	•	•	•	•
Fairgrounds/Exhibition Area														S	S	S
Food Truck Park (Ord. 2020-##; 08-11-2020)											49	49	49	49		
Fortune Teller/Psychic																•
Funeral Home (Ord. 15-74; 12-08-15)													33	33	33	33
Furniture Restoration (Ord. 15-74; 12-08-15)										•	•	•	•	•	•	•
Golf Course and/or Country Club	•	•		•	•	•	•	•		•		•		•	•	•
Gymnastics/Dance Studio									•	•	•	•	•	•	•	
Health/Fitness Center								•	•	S	•	•	•	•	•	•
Hotel, Full Service (Ord. 15-74; 12-08-15)											22	22	22	22	22	
Hotel, Limited Service (Ord. 15-74; 12-08-15)											23	23	23	23	23	
Hotel, Residence/Extended Stay (Ord. 15-74; 12-08-15)												24		24	24	

Indoor Gun Range																S	S	●
Laundromat										●		●	●	●	●			

[illegible][illegible]

SECTION 1.3(H) AUTOMOBILE AND RELATED USES	Residential Districts							Non-Residential Districts								
	A - Agricultural	SF – Single Family (E – 10)	DTSF – Downtown SF	TH - Townhome	2F – Two Family	MF – Multifamily	MH – Mobile Home	O – Office	DTO – Downtown Office	NS – Neighborhood Service	DTR – Downtown Retail	R – Retail	DTC – Downtown Commercial	C – Commercial	CC – Commercial Corridor	I – Industrial

[illegible]

SECTION 1.3(l) WHOLESALE USES	Residential Districts							Non-Residential Districts								
	A - Agricultural	SF – Single Family (E – 10)	DTSF – Downtown SF	TH - Townhome	2F – Two Family	MF – Multifamily	MH – Mobile Home	O – Office	DTO – Downtown Office	NS – Neighborhood Service	DTR – Downtown Retail	R – Retail	DTC – Downtown Commercial	C – Commercial	CC – Commercial Corridor	I – Industrial

[illegible]

[illegible][illegible]

1.4 Conditional Development Standards

1. Private Street Development

Private Street Developments are subject to provisions of the Thoroughfare and Circulation Design Requirements ordinance, as it exists or may be amended. Private Street Developments are permitted by Specific Use Permit in the referenced districts. Private Street Developments that exist as of the adoption of the Thoroughfare and Circulation Design Requirements ordinance (May 10, 2005), and properties that are zoned by a planned development that permits Private Street Developments are excluded from the requirement for a Specific Use Permit. In considering a request for a Specific Use Permit for a Private Street Development, the Town Council shall use any of the following criteria:

a) New Development

- 1) Non-disruption of planned public roadways or facilities/projects (thoroughfares, parks, park trails, public pedestrian pathways, etc.);
- 2) Non-disruption to and from properties of future developments either on-site or off-site to the proposed subdivision;
- 3) No negative effect on traffic circulation on public streets;
- 4) No impairment of access to and from public facilities including schools or parks;
- 5) Adequate and timely provision of essential municipal services (emergency services, water/sewer improvements or maintenance, etc.);
- 6) Existence of natural and/or man-made boundaries around the development (creeks, floodplain, golf courses, parks); and/or
- 7) Absence of a concentration of Private Street Developments in the vicinity of the requested Private Street Development.
- 8) And any other criteria deemed appropriate by the Town Council

b) Conversion of existing subdivision to private streets

- 1) Criteria would include all the issues and procedures involved with new developments;
- 2) Petition signed by one hundred percent (100%) of the owners in the existing subdivision requesting approval to convert to private streets;
- 3) Formation of a property owners' association, if none exists, that would be responsible for owning and maintaining the converted streets and right-of-ways;
- 4) Replatting of existing subdivision to reflect changes; and/or
- 5) Applicant agreeing to contract with the Town for purchase of the converted infrastructure and rights-of-way from the Town.

2. Single Family Dwelling, Detached

Single family dwellings, detached may be developed in the referenced districts using the minimum development standards for the SF residential districts. The district standards selected shall be indicated on the preliminary and final plats for the property to be developed as single family dwellings, detached.

3. Gas Pumps

Gas pumps shall be subject to the following development standards:

- a) Gas Pumps are permitted only within two hundred feet (200') of the right-of-way lines of intersecting major thoroughfares;
- b) Gas Pumps are permitted at a maximum of two (2) corners at an intersection of two (2) major thoroughfares;
- c) Canopies shall have pitched roofs;
- d) Canopy support columns shall be entirely masonry encased;
- e) A raised landscape planter of the same material as the masonry columns shall be provided at both ends of all pump islands. Raised landscape planters shall be between eighteen inches (18") and twenty-four inches (24") tall and a minimum of four feet (4') wide and four feet (4') long;
- f) Raised planters shall be landscaped with a combination of shrubs and ground cover as approved by the Director of Planning, or his/her Designee.
- g) Landscape island(s) totaling a length equal to fifty percent (50%) of the canopy perimeter and a minimum of six feet (6') wide shall be provided for screening and traffic flow purposes. These areas shall have a minimum of one (1) ornamental tree per twelve (12) linear feet or portion thereof and one (1) five (5) gallon shrub per one (1) linear foot arranged as approved by the Director of Planning, or his/her Designee.
- h) Use shall be removed if closed for more than six (6) months; and
- i) The canopy band face shall be of a color consistent with the main structure or an accent color and may not be backlit.

4. Homebuilder Marketing Center

Shall be used only to market homes/lots in the development where it is located when located in a residential zoning district. The use must be removed when all homes/lots in the development have been sold.

5. Home Occupation (*Ord. No. 18-39; 05-22-18*)

A home occupation, in districts where allowed, shall meet the following standards to maintain the residential character of the neighborhood while providing opportunities for home-based businesses:

- a) Unless specifically permitted by this section, home occupations shall be conducted entirely within the main building.
- b) The home occupation shall be clearly incidental and secondary to the use of the premises for residential purposes.
- c) Home occupations shall not produce any alteration or change in the exterior appearance of the residence which is inconsistent with the typical appearance of a residential dwelling.
- d) No external evidence of the occupation shall be detectable at any lot line, including advertising, signs, smoke, dust, noise, fumes, glare, vibration, or electrical disturbance beyond the property line.
- e) No exterior storage of material, equipment, vehicles, and/or supplies used in conjunction with the home occupation.
- f) No storage of hazardous materials for business purposes shall be allowed on the premises.
- g) The home occupation shall not have a separate entrance.

- h) Not more than two (2) patron- or business-related vehicles shall be present at any one time, and the proprietor shall provide adequate off-street parking for such vehicles. A business-related vehicle is one with a sign relating to the home occupation displayed on the exterior of the vehicle.
- i) A maximum of one (1) commercial vehicle, capacity one (1) ton or less, may be used or parked on the property in connection with the home occupation. The commercial vehicle shall not be parked on the street.
- j) The home occupation shall not require regular or frequent deliveries by large delivery trucks or vehicles in excess of one and one-half (1½) tons. This shall not be construed to prohibit deliveries by commercial package delivery companies.
- k) The home occupation shall not display advertising signs or other visual or audio devices which call attention to the business use.
- l) Merchandise shall not be offered or displayed for sale on the premises. Sales incidental to a service shall be allowed; and orders previously made via the telephone, internet, or at a sales party may be filled on the premises.
- m) No traffic shall be generated by a home occupation in greater volumes than normally expected in a residential neighborhood, and any need for parking must be accommodated within the off-street parking provided for the residence (i.e. the driveway or garage) and along the street frontage of the lot.
- n) The home occupation shall prohibit more than one (1) non-resident employee from regularly visiting the home for purposes related to the business.
- o) The home occupation shall not offer a ready inventory of any commodity for sale.
- p) The home occupation shall not accept clients or customers before 7:00 a.m. or after 10:00 p.m. This limitation on hours of operation shall not apply to allowed child care home occupations. Hours of operation shall be limited to 8:00 a.m. to 8:00 p.m. for outdoor activities.
- q) Outdoor activities are not allowed, unless the activities are screened from neighboring property and public rights-of-way.
- r) Uses permitted as home occupations shall include the following:
 - (1) Office of an accountant, architect, attorney, engineer, realtor, minister, rabbi, clergyman, or similar profession;
 - (2) Office of a salesman or manufacturer's representative, provided that no retail or wholesale transactions or provision of services may be personally and physically made on premises;
 - (3) Author, artist, sculptor;
 - (4) Dressmaker, seamstress, tailor, milliner;
 - (5) Music/dance teacher, tutoring, or similar instruction, provided that no more than three (3) pupils may be present at any one time;
 - (6) Swimming lessons or water safety instruction provided that a maximum of six (6) pupils may be present at any one time;
 - (7) Home crafts, such as weaving, model making, etc.
 - (8) Child Care: Licensed Child Care Home and Registered Child Care Home. Homes with seven (7) or more children shall meet the Town's building and/or fire codes.
 - (9) Community home and other residential care facility that qualifies as a community home under the Community Homes for Disabled Persons Location Act, Chapter 123 of the Texas Human

Resources Code and as amended, provided such facilities meet the requirements set out within this Ordinance;

- (10) Internet based businesses; and
 - (11) Food Production Operations that produce non-potentially hazardous food. Examples of non-potentially hazardous foods include; bread, rolls, biscuits, sweet breads, muffins, cakes, pastries, cookies, fruit pies, jams, jellies, dried fruit and vegetables, pickles, and dry herbs.
- s) Uses prohibited as home occupations shall include, but are not limited to the following:
- (1) Animal hospital, commercial stable, kennel;
 - (2) Hair or Nail Salon/Barbershop;
 - (3) Boarding house or rooming house;
 - (4) Schooling or instruction with more than five (5) pupils;
 - (5) Restaurant or the sale of on premise food/beverage consumption of any kind;
 - (6) Automobile, boat, or trailer repair, small engine or motorcycle repair, large appliance repair, repair of any items with internal combustion engines, or other repairs shops;
 - (7) Cabinetry, metal work, or welding shop;
 - (8) Office for doctor, dentist, veterinarian, or other medical-related profession for the purpose of providing care to patients;
 - (9) On-premise retail or wholesale sale of any kind, except cottage food items produced entirely on premises as indicated in Paragraph r, (11) above;
 - (10) Commercial clothing laundering or cleaning;
 - (11) Mortuary or funeral home;
 - (12) Trailer, vehicle, tool, or equipment rental;
 - (13) Antique, gift, or specialty shop;
 - (14) Office or storage facility for a vehicle fleet operation; and
 - (15) Any use defined by the building code as assembly, factory/industrial, hazardous, institutional, or mercantile occupancy.
- t) Determination of a Home Occupation Use not specifically listed. The Director of Development Services, or designee, shall determine whether a proposed use not specifically listed is appropriate as a home occupation. The Director shall evaluate the proposed home occupation in terms of its impact on neighboring property, its similarity to other allowed and prohibited uses, and its conformance with the regulations herein.
- u) Appeal of the Director's Home Occupation Determination. If the applicant disagrees with the determination of the Director, the applicant may appeal to the Planning & Zoning Commission.
- v) Any home occupation that was legally in existence as of the effective date of this Ordinance and that is not in full conformity with these provisions shall be deemed a legal nonconforming use.

6. Mobile Food Vendor (Ord. 2020-##; 08-11-2020)

Mobile food vendors are subject to the following regulations:

- a) Mobile food vendors are permitted by a Specific Use Permit (SUP) in the Retail, Downtown Retail, Downtown Commercial, and Commercial zoning districts;
- b) Mobile food vendors shall be located on private property where an existing, permanent business operates in a building with a Certificate of Occupancy;
- c) Mobile food vendors shall provide the Town with a copy of written permission from the property owner on an annual basis to allow the operation of a mobile vendor and to allow the mobile vendor and their customers access to a commercially plumbed public restroom on-site;
- d) A mobile food vendor shall submit a site plan depicting the location of the mobile food vendor on the property, shall secure a health permit from the Town, and a permit from Building Inspections prior to the operation of such use;
- e) Temporary connections to potable water are prohibited. Water shall be from an internal tank, and electricity shall be from a generator or an electrical outlet via a portable cord that is in conformance with the Electrical Code as adopted by the Town, including amendments thereto;
- f) Mobile food vendors shall be located within fifty feet (50') of an entrance of a primary building that holds the Certificate of Occupancy;
- g) Mobile food vendors shall be setback a minimum of one hundred feet (100') from major thoroughfares, as designated on the Town's Thoroughfare Plan, as it exists or may be amended;
- h) Mobile food vendors may operate only during the business hours of the primary business on the property;
- i) The operator shall possess a Town tax certificate showed as paid;
- j) A drive through is not permitted in conjunction with the mobile food vendor;
- k) Mobile food vendors shall not operate in required parking spaces, driveways, fire lanes or public roads;
- l) Sales of food from a stationary vehicle excludes catering trucks; and
- m) Mobile food vendors are prohibited in a temporary building.

7. Temporary Building (*Ord. No. 17-62; 08-22-17*)

- a) Temporary buildings are permitted by right for houses of worship, public schools (kindergarten through twelfth grade only), and government agencies (see Chapter 3, Section 2.2).
- b) Temporary buildings for private enterprises are permitted by Specific Use Permit.
- c) A permit to erect a temporary building for a house of worship may be issued for an initial period of three (3) years.
- d) The application for temporary building(s) shall be submitted to the Development Services Department in the form of a Preliminary Site Plan or Site Plan application with the accompanying material and exhibits:
 - (1) Written report documenting the following:
 - i. capacity of the permanent building(s), which is located or planned to be located on the same property for which the temporary building permit is being sought, compared to the enrollment, employment, and/or number of people attending the permanent building(s) at one time;
 - ii. total enrollment, employment, and/or membership size;

- iii. documentation of growth records depicting the number of people in the congregation, school and/or office;
 - iv. whether the facility is a start-up or new facility;
 - v. indication of alternative options that were explored before a temporary building application was considered;
 - vi. acts of nature; and/or
 - vii. any other evidence which is reasonably related to the immediate need for additional space;
- (2) A Preliminary Site Plan or Site Plan depicting the following:
- i. a permanent solution to the immediate need for a new temporary building(s) showing the permanent building(s),
 - ii. the temporary building(s), and
 - iii. the required parking,
- (3) Where an approved Preliminary Site Plan or Site Plan is in effect on the property, the applicant may note the location of the proposed temporary building(s) on the approved plan in lieu of submitting a new plan.
- e) The temporary building(s) shall be removed within thirty (30) days of the date:
- 1. a Certificate of Occupancy is issued for the permanent building; or
 - 2. the permit for the temporary building expires, whichever occurs first.
- f) After the initial three-year period, a request for a one-year extension of the temporary building permit for a house of worship may be granted by the Planning & Zoning Commission provided the applicant:
- 1. has an approved and valid preliminary site plan or site plan for the permanent building(s).
 - 2. has a specific plan of how an additional year would allow the applicant to construct the permanent building(s) by providing:
 - i. evidence of numeric growth, beyond that which was specifically anticipated by the applicant;
 - ii. membership, enrollment, and/or employment growth records;
 - iii. evidence that alternative options were explored before an extension of the temporary building permit was requested; and
 - iv. any other criteria reasonably deemed appropriate by the Planning & Zoning Commission.

8. Athletic Stadium or Field, Private

Permitted by Specific Use Permit when developed in conjunction with a School, Private or Parochial.

9. Rehabilitation Care Facility

Shall maintain a minimum separation of fifteen hundred feet (1,500') measured linearly from property line to property line from any other Rehabilitation Care Facility.

10. Antenna, Non-Commercial

- a) Satellite Dishes and Wireless Broadband Antennas
 - 1. In the A, SF, DTSF, 2F, and MH districts, satellite dishes and wireless broadband antennas are permitted only on the back half of a residential structure or in the back yard of a residential lot

unless a signal cannot be received in these areas. Should a satellite dish or wireless broadband antenna be placed somewhere other than on the back half of a residential structure or in the back yard of a residential lot, it shall be limited to not more than two feet (2') in diameter. Only three (3) satellite dishes and/or wireless broadband antennas shall be permitted per lot or primary structure. One (1) of the three (3) satellite dishes and/or wireless broadband antennas on a residential structure and/or lot may be up to twelve feet (12') in diameter. The other two (2) satellite dishes and/or wireless broadband antennas shall not exceed two feet (2') in diameter.

2. In the TH and MF districts, satellite dishes and wireless broadband antennas are permitted only on the back half of a residential structure or in the back yard of a residential lot unless a signal cannot be received in these areas. Should a satellite dish or wireless broadband antenna be placed somewhere other than on the back half of a residential structure or in the back yard of a residential lot, it shall be limited to not more than two feet (2') in diameter. Only three (3) satellite dishes and/or wireless broadband antennas shall be permitted per residential unit. One (1) of the three (3) satellite dishes and/or wireless broadband antennas on a residential unit may be up to twelve feet (12') in diameter. The other two (2) satellite dishes and/or wireless broadband antennas shall not exceed two feet (2') in diameter.
- b) Non-commercial antennas shall not interfere with radio or television reception of adjoining property owners, and shall comply with all regulations of the Federal Communications Commission (FCC). In no case shall the height of such antennas exceed forty-five feet (45'), unless located on property owned or leased by the Town of Prosper, and proper guy wire securement shall be followed. In no manner shall the use of such equipment infringe upon adjoining property owners. Roof mounted satellite dishes in excess of fifty (50) pounds shall be approved by a registered architect or professional engineer by written letter to the building official, prior to installation, stating the antenna's stability and support and shall not extend more than six feet (6') above the first story.

11. Wireless Communications and Support Structures *(Ord. No. 18-12; 01-23-18)*

Permitted by Specific Use Permit in the referenced districts subject to the following standards:

- a) The distance of a wireless communications support structure from an adjacent property line shall be determined by the Specific Use Permit.
- b) The height of the support structure shall be determined by the Specific Use Permit.
- c) Additional antennas may be placed on a wireless communications support structure with an existing Specific Use Permit without approval of a separate Specific Use Permit subject to approval of a site plan as necessary for the property.
- d) Screening of the ground-mounted equipment shall be determined by the Specific Use Permit.
- e) Temporary Wireless Communications and Support Structures shall be subject to the above-noted conditions; however, wireless communications and support structures and related equipment used on a temporary basis in conjunction with a special event, emergency situation, or equipment failure are not required to obtain a Specific Use Permit nor subject to the above-noted requirements but shall be required to obtain any and all permits as required by the Town. In no event shall any temporary wireless communications and support structures related to a special event, emergency situation, or equipment failure be maintained for more than sixty (60) days except with the express written approval of the Director of Development Services or designee, for any extension of time.

12. Antenna, Stealth *(Ord. No. 18-93; 11-13-18)*

- a) Stealth antennas are permitted by right in the residential districts only as a secondary use when the primary use on the lot is a church, school, or athletic stadium or field.

- b) Stealth antennas are permitted by right in the non-residential districts.
- c) The Director of Development Services, or his /her designee, may approve a request to install a stealth antenna when the proposed stealth antenna is of a type that is specifically listed in the definition of Antenna, Stealth in Chapter 2, Section 1.2.
- d) For stealth antenna requests of a type that are not specifically listed in this definition, the Town Council may determine if a proposed commercial antenna is a stealth antenna or not when considering site plan approval for the proposal.

13. Bus Terminal

Permitted by right in the CC district. Permitted by Specific Use Permit in the C and I districts. Bus parking and storage areas will be screened with a six foot (6') ornamental metal fence, three inch (3") caliper evergreen trees on twenty (20) foot centers, and five (5) gallon evergreen shrubs on three (3) foot centers located within a fifteen foot (15') landscape edge.

14. School District Bus Yard

A School District Bus Yard shall be owned and/or operated by a public Independent School District. Unless otherwise approved by the Planning & Zoning Commission, School District Bus Yards shall be screened using one of the following methods:

Option 1

- a) A six foot (6') ornamental metal fence,
- b) Three inch (3") caliper evergreen trees on twenty foot (20') centers, and
- c) Five (5) gallon evergreen shrubs on three foot (3') centers.

Option 2

- a) A six foot (6') clay-fired brick wall, and
- b) Three inch (3") caliper evergreen trees on twenty foot (20') centers.

15. Research and Development Center

Any Research and Development Center that includes animal or biological testing will be permitted by Specific Use Permit in the designated districts; otherwise they are permitted by right.

16. Alcoholic Beverage Sales (*Ord. No. 16-60; 09-13-16*); (*Ord. No. 16-79; 12-13-16*)

Alcoholic Beverage Sales, as defined by the Prosper Zoning Ordinance, as amended, shall mean any establishment, place of business or person engaged in the selling of Alcoholic Beverages, as defined in the Texas Alcoholic Beverage Code, as amended, to the general public for off-premise personal or household consumption.

- a) Alcoholic Beverage Sales shall be subject to compliance with the Texas Alcoholic Beverage Code, as amended, and any applicable local option elections.
- b) Alcoholic Beverage Sales are permitted only in the NS, DTR, R, DTC, C, CC and I zoning districts.
- c) Beer sales are not permitted in residential zoning districts.
- d) Pursuant to the Town Charter, the sale of liquor, as defined in the Texas Alcoholic Beverage Code, as amended, shall be prohibited by a person or entity holding a package store permit, as described in the Texas Alcoholic Beverage Code, as amended, in any zoning district which allows, in whole or in part, residential development in the Town.
- e) Alcoholic Beverage Sales shall not be located within the following:

1. Three hundred feet (300') from a church, public school, private school, and/or public hospital. However, Alcoholic Beverage Sales may be located within three hundred feet (300') of a private school if minors are prohibited from entering the place of business, as required by Section 109.53, Texas Alcoholic Beverage Code, as amended; or
 2. One thousand feet (1,000) from a private school if the Town Council receives a request for this additional spacing requirement from the board of the private school, and the Town Council adopts the additional spacing requirements by resolution. But, the Town Council may not adopt this additional spacing requirement if: (i) minors are prohibited from entering the place of business engaged in Alcoholic Beverage Sales, pursuant to Section 109.53, Texas Alcoholic Beverage Code, as amended; (ii) the holder of a retail off-premise consumption permit or license if less than fifty percent (50%) of the gross receipt for the premises, excluding the sale of items subject to the motor fuels are from the sale or service of alcoholic beverages; or (iii) the holder of a license or permit issued under Chapter 27, 31 or 72, Texas Alcoholic Beverage Code, as amended, who is operating on the premises of a private school.
- f) Measurement of the distance between the place of business engaged in Alcoholic Beverage Sales and the church or public hospital shall be along the property line of the street fronts, from front door to front door, and in a direct line across intersections. Measurement for the distance between the place of business engaged in Alcoholic Beverage Sales and a public or private school shall be:
1. In a direct line from the Property Line of the public or private school to the Property Line of the place of business, and in a direct line across intersections; or
 2. If Alcoholic Beverage Sales are located on or above the fifth (5th) story of a multistory building, in a direct line from the Property Line of the public or private school to the Property Line of the place of business, in a direct line across intersections, and vertically up the building at the Property Line to the base floor on which Alcoholic Beverage Sales are located.
- g) In accordance with Section 109.33, Texas Alcoholic Beverage Code, as amended, in this Paragraph 16, "private school" means a private school, including a parochial school, that:
1. Offers a course of instruction for students in one or more grades from kindergarten through grade twelve; and
 2. Has more than one hundred (100) students enrolled and attending courses at a single location.
- h) If at any time an original Alcoholic Beverage permit or license is granted by the Texas Alcoholic Beverage Commission to an establishment, place of business, or person and the establishment, place of business or person satisfies the requirements regarding the distance requirements in this Paragraph 16, then the same shall be deemed to satisfy the distance requirements for all subject renewals of the license or permit. This shall not be the case if the Texas Alcoholic Beverage Commission revokes the license or permit.

17. Convenience Store With Gas Pumps (Ord. No. 15-74; 12-08-15)

Convenience Stores with Gas Pumps shall be subject to the following development standards:

- a) Permitted in the designated districts only within two hundred feet (200') of the right-of-way lines of intersecting major thoroughfares;
- b) Gas Pumps are permitted at a maximum of two (2) corners at an intersection of two (2) major thoroughfares;
- c) The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 shall apply.
- d) Canopies shall have pitched roofs;

- e) Canopy support columns shall be entirely masonry encased;
- f) The canopy band face shall be a color consistent with the main structure or an accent color and may not be backlit; and
- g) Use shall be removed if closed for more than six (6) months.

18. Nursery, Major

Permitted by Specific Use Permit in an Agricultural zoning district if designated as non-residential on the Future Land Use Plan.

19. Body Art Studio

Must be set back one thousand feet (1,000') from any other Body Art Studio, Residential Zoning District, church, Public, Private, or Parochial School, and day care.

20. Child Care Center, Licensed (*Ord. No. 18-39; 05-22-18*)

Notwithstanding anything to the contrary herein, a public independent school district is not required to obtain a SUP for the operation of a Licensed Child Care in a public school. A Licensed Child Care Center not operated by a public independent school district is permitted by SUP in all districts except the Industrial District.

21. Child Care Center, Home (*Ord. No. 18-39; 05-22-18*)

Permitted by right as a home occupation in the designated zoning districts and is subject to the regulations of Home Occupation.

22. Hotel, Full Service (*Ord. No. 15-74; 12-08-15*)

Full Service Hotel developments shall be subject to the following development standards:

- a) External balconies and walkways shall be set back two hundred feet (200') from any residential zoning district.
- b) Shall provide management staff on-site twenty four (24) hours a day.
- c) Shall provide at least four (4) amenities from the list below:
 - Indoor/Outdoor Pool
 - Spa/Sauna
 - Weight Room/Fitness Center
 - Playground
 - Sports Court
 - Game Room
 - Jogging Trail
- d) Shall provide a full service restaurant offering three (3) meals a day.
- e) Shall provide a minimum total of 10,000 square feet of meeting/event space.
- f) No more than five percent (5%) of the total number of guest rooms shall have cooking facilities.
- g) All room units must be accessed through an internal hallway, lobby, or courtyard.

23. Hotel, Limited Service (*Ord. No. 15-74; 12-08-15*)

Limited Service Hotel developments shall be subject to the following development standards:

- a) A Specific Use Permit is required.
- b) Access to guest rooms shall be restricted to exclusively to interior corridors.
- c) External balconies and walkways shall be set back two hundred feet (200') from any residential zoning district.
- d) Shall provide management staff on-site twenty four (24) hours a day.
- e) Shall provide at least four (4) amenities from the list below:
 - Indoor/Outdoor Pool
 - Spa/Sauna
 - Weight Room/Fitness Center
 - Playground
 - Sports Court
 - Game Room
 - Jogging Trail
 - Conference Room (one thousand (1,000) square foot minimum)
- f) Shall provide daily housekeeping.
- g) The guest rooms shall not contain any cooking facility that includes a conventional oven, convection oven, stove top burner, grill, hibachi or hotplate.

24. Hotel, Residence/Extended Stay (Ord. No. 15-74; 12-08-15)

Residence/Extended Stay Hotel developments shall be subject to the following development standards:

- a) A Specific Use Permit is required.
- b) External balconies and walkways shall be set back two hundred feet (200') from any residential zoning district.
- c) Shall provide laundry facilities on-site for guest use.
- d) Access to guest rooms shall be restricted exclusively to interior corridors.
- e) Shall provide management staff on-site twenty four (24) hours a day.
- f) Shall provide at least five (5) amenities from the list below:
 - Indoor/Outdoor Pool
 - Spa/Sauna
 - Weight Room/Fitness Center
 - Playground
 - Sports Court
 - Game Room
 - Jogging Trail
 - Conference Room (one thousand (1,000) square foot minimum)
- g) Shall be set back a minimum of one hundred feet (100') from any residential district.
- h) Shall maintain fifteen percent (15%) of the lot area as outdoor open space, exclusive of required setbacks and parking areas, but including amenities from the above list except for the indoor pool and conference room(s) shall not count toward meeting the open space requirement. The minimum fifteen percent (15%) open space may be reduced by the Town Council upon approval of a Specific Use Permit providing evidence of other amenities meeting the intent of the open space requirement.

- i) Shall provide daily housekeeping.
- j) Any guest room indoor cooking facility shall not include a grill, hibachi or hotplate.
- k) Shall provide a restaurant offering a minimum of one meal per day.
- l) Shall be permitted only with frontage along US 380, Preston Road, or the Dallas Parkway.

25. Pet Day Care

Permitted by right subject to the following standards:

- a) Hours of operation limited to 6:00 a.m. to 8:00 p.m.
- b) A Pet Day Care must be located a minimum of one hundred feet (100') from restaurants and food preparation establishments (property line to property line).
- c) Overnight boarding of animals and outdoor kennels are prohibited.
- d) Provisions must be made for the sanitary disposal of all animal waste in accordance with the Animal Control ordinance and Building Codes, as they exist or may be amended.

26. Restaurant (*Ord. No. 15-74; 12-08-15; (Ord. No. 16-79; 12-13-16); (Ord. No. 17-49; 06-27-17); (Ord. 2020-##; 08-11-2020)*)

- a) A Restaurant is permitted by Specific Use Permit in the NS Zoning District and is permitted by right in the O, DTR, R, DTC, C, and CC Zoning Districts subject.
- b) Restaurants with drive-through are only permitted in the R, C, and CC Zoning Districts upon approval of a Specific Use Permit.
- c) Restaurants are only permitted in the O Zoning District, if the subject property is located along a roadway classified as a major or minor thoroughfare as defined by the Thoroughfare Plan.
- d) The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 applies to restaurants with a drive-through.
- e) Restaurants that sell Alcoholic Beverages for on-premise consumption shall be subject to compliance with the Texas Alcoholic Beverage Code, as amended, and any applicable local option elections.
- f) A Restaurant that sells Alcoholic Beverages for on-premise consumption shall not be located within the following:
 - 1. Three hundred feet (300') from a church, public hospital, public school and/or private school. However, Alcoholic Beverage Sales may be located within three hundred feet (300') of a private school if the holder of a license or permit holds a food and beverage certificate covering a premise that is located within three hundred feet (300') of a private school; or
 - 2. One thousand feet (1000') from a private school if the Town Council receives a request for this additional spacing requirement from the board of the private school, and the Town Council adopts such additional spacing requirements by resolution. Measurement for the distance between a Restaurant or Cafeteria where Alcoholic Beverages for on-premise consumption are sold and a church or public hospital shall be along the property lines of the street fronts, from front door to front door, and in a direct line across intersections.
- g) Measurement for the distance between a Restaurant where Alcoholic Beverages for on-premise consumption are sold and a public and/or private school shall be:

1. In a direct line from the Property Line of the public and/or private school to the Property Line of the place of business, and in a direct line across intersections; or
 2. If the Restaurant that sells Alcoholic Beverages for on-premise consumption is located on or above the fifth (5th) story of a multistory building, in a direct line from the Property Line of the public and/or private school to the Property Line of the place of business, in a direct line across intersections, and vertically up the building at the Property Line to the base of the floor on which the Restaurant or Cafeteria is located.
- h) If a Restaurant receives seventy-five percent (75%) or more of its gross revenue on a quarterly basis from the sale or service of Alcoholic Beverages for on-premise consumption, the use will no longer qualify as a Restaurant and will be classified and regulated by the Town as an Alcoholic Beverage Establishment under the Zoning Ordinance.
- i) There shall be no variances considered with regard to the regulations set forth herein.

27. Car Wash (*Ord. No. 15-74; 12-08-15*)

- a) Permitted as only as an accessory use to a Convenience Store with Gas Pumps in the Commercial Corridor District.
- b) The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 shall apply.

28. Winery

A winery is permitted by right in the Agricultural District only when located on the same lot as a vineyard. The vineyard shall occupy a minimum of eighty percent (80%) of the lot, and the winery may not exceed twenty percent (20%) of the lot.

29. Private Club (*Ord. No. 17-32; 04-11-17*)

Private Clubs shall be subject to compliance with the Texas Alcoholic Beverage Code, as amended, and any applicable local option elections.

- a) A Private Club is permitted only by specific use permit in R, C and CC zoning districts. A Private Club is also permitted by specific use permit as an accessory use in any zoning district only when in conjunction with the operation of a golf course.
- b) The regulations herein applicable to a public school shall also apply to a day-care center or a child-care center as provided in Section 109.331, Texas Alcoholic Beverage Code, as amended.
- c) A Private Club shall not be located within:
 1. Eight hundred feet (800') from a church, public hospital, public school, private school, and/or residential zoning district. For this purpose, residential zoning districts shall include, but are not limited to, properties that are zoned Neighborhood Service and residential Planned Development Districts;
 2. One thousand feet (1000') from a public school if the Town Council receives a request for this additional spacing requirement from the school district, and the Town Council adopts such additional spacing requirements by resolution; or
 3. One thousand feet (1000') from a private school if the Town Council receives a request for this additional spacing requirement from the board of the private school, and the Town Council adopts the additional spacing requirements by resolution.

- d) Measurement for the distance between a Private Club and the uses listed above or the nearest residential zoning district shall be in a direct line from the Property Line of the applicable use listed above or the nearest residential zoning district to the Property Line of the Private Club, and in a direct line across intersections.
- e) There shall be no variances considered with regard to the regulations set forth herein however, a variance from the distances referenced herein may be approved by the Town Council for any property annexed by the Town after May 13, 2006, and upon which a restaurant is, or is proposed to be, located. In considering a distance variance, the following shall apply:
 - 1. An application shall be submitted to the Town on a form provided by the Department of Development Services.
 - 2. The application shall contain all required information on the form.
 - 3. The Department of Development Services shall set a date for consideration of the application by the Town Council at a public hearing.
 - 4. No less than ten (10) days before the date of consideration by the Town Council, the Director of Development Services or his or her designee shall provide notice to each owner, as indicated by the most recently approved municipal tax roll, of property within two hundred feet (200') of the property on which the distance variance is proposed. The notice may be served by its deposit in the municipality, properly addressed with postage paid, in the United States mail.
 - 5. In considering the application for a variance to any distance requirement, the Town Council shall consider if the distance requirement in the particular instance:
 - i. is not in the best interest of the public;
 - ii. constitutes waste or inefficient use of land or other resources;
 - iii. creates an undue hardship on an applicant for a private club permit;
 - iv. does not serve its intended purpose;
 - v. is not effective or necessary; or
 - vi. for any other reason that the Town Council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.
 - 6. The Town Council may impose reasonable conditions on the granting of a distance variance.
 - 7. A variance granted pursuant to this section is valid for any subsequent renewals for the state-issued alcohol permit. A distance variance granted pursuant to this section may not be transferred to another location.

30. Alcoholic Beverage Establishment

- a) Alcoholic Beverage Establishments shall be subject to compliance with the Texas Alcoholic Beverage Code, as amended, and any applicable local option elections.
- b) An Alcoholic Beverage Establishment is permitted only by specific use permit in R, C and CC zoning districts.
- c) The regulations herein applicable to a public school shall also apply to a day-care center or a child-care center as provided in Section 109.331, Texas Alcoholic Beverage Code, as amended.
- d) An Alcoholic Beverage Establishment shall not be located within:

1. Eight hundred feet (800') from a church, public hospital, public school, private school, and/or residential zoning district. For this purpose, residential zoning districts shall include, but is not limited to, properties that are zoned Neighborhood Service and residential Planned Development Districts;
 2. One thousand feet (1000') from a public school if the Town Council receives a request for this additional spacing requirement from the school district, and the Town Council adopts such additional spacing requirements by resolution; or
 3. One thousand feet (1000') from a private school if the Town Council receives a request for this additional spacing requirement from the board of the private school, and the Town Council adopts the additional spacing requirements by resolution.
- e) Measurement for the distance between an Alcoholic Beverage Establishment and the uses listed above or the nearest residential zoning district shall be in a direct line from the Property Line of the applicable use listed above or the nearest residential zoning district to the Property Line of the Alcoholic Beverage Establishment, and in a direct line across intersections.
- f) There shall be no variances considered with regard to the regulations set forth herein.

31. Outdoor Merchandise Display, Temporary (*Ord. No. 15-74; 12-08-15*)

- a) The outdoor display of merchandise shall be associated with the merchandise offered for sale on the same premise.
- b) The outdoor display of merchandise shall not exceed 72 consecutive hours with a minimum of twenty-eight (28) days between each occurrence.
- c) The outdoor display of merchandise shall not block or impede required accessibility.

32. Donation or Recycling Bin (*Ord. No. 15-74; 12-08-15*)

- a) In the Single Family Districts and the Downtown Single Family District, a donation or recycling bin shall only be permitted on a lot or tract owned and occupied by a public school or a private/parochial school.
- b) A donation or recycling bin requires approval of a Site Plan by the Planning & Zoning Commission and a permit issued by the Building Inspections Division.
- c) The permit shall contain written authorization of the property owner.
- d) A maximum of one (1) donation or recycling bin shall be permitted per lot or tract.
- e) The donation or recycling bin shall be located within 100 feet (100') of the main structure but not located within the required front, side or rear property lines.
- f) The donation or recycling bin shall not be located on any required parking space(s), nor located in a manner that blocks pedestrian access or a driver's visibility.
- g) The donation or recycling bin shall not exceed six feet, six inches (6', 6") in height, six feet (6') in width and six feet (6') in length.
- h) The donation or recycling bin shall clearly identify the name, address and telephone number of the permittee and operator, if different from the permittee.
- i) The permittee shall maintain the area surrounding the donation or recycling bin free of any junk, garbage, trash, debris or other refuse material.

- j) The permittee and operator shall be responsible for abating and removing all junk, garbage, trash, debris and other refuse material in the area surrounding the donation or recycling bin within twenty-four (24) hours of written or verbal notice from the Town.
 - k) The Town shall have the right to revoke any permit issued hereunder if permittee or operator fails to comply with the provisions of this subsection. The Town shall provide a written notification to the permittee or operator stating the specific grounds for revocation. Upon revocation, the donation or recycling bin shall be removed from the permittee's real property within thirty (30) calendar days and, if not removed within this time period, the Town may remove, store and dispose of the donation or recycling bin at the permittee's sole cost and expense.
- 33. Funeral Home** (*Ord. No. 15-74; 12-08-15*)
- On-site cremation services shall require a Specific Use Permit.
- 34. Restaurant, Drive In** (*Ord. No. 15-74; 12-08-15*)
- The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 shall apply.
- 35. Automobile Repair, Major** (*Ord. No. 15-74; 12-08-15*); (*Ord. 2020-##; 08-11-2020*)
- a) A Specific Use Permit is required in the Commercial District
 - b) The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 shall apply.
 - c) The facility shall not orient bay doors toward right-of-way or a single family district.
- 36. Automobile Repair, Minor** (*Ord. No. 15-74; 12-08-15*); (*Ord. 2020-##; 08-11-2020*)
- a) A Specific Use Permit is required in the R, DTC, C, CC, and I Districts.
 - b) The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 shall apply.
 - c) The facility shall not orient bay doors toward right-of-way or a single family district.
- 37. Automobile Sales/Leasing, New** (*Ord. 15-74; 12-08-15*)
- a) A Specific Use Permit is required in the Commercial and Commercial Corridor Districts.
 - b) The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 shall apply.
- 38. Automobile Sales/Leasing, Used** (*Ord. No. 15-74; 12-08-15*)
- a) A Specific Use Permit is required in the Commercial and Commercial Corridor Districts.
 - b) The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 shall apply.
- 39. Car Wash, Self-Serve** (*Ord. No. 15-74; 12-08-15*)
- a) A Specific Use Permit is required in the Commercial District.
 - b) The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 shall apply.

40. Motorcycle Sales/Service (*Ord. No. 15-74; 12-08-15*)

- a) A Specific Use Permit is required in the Commercial and Commercial Corridor Districts.
- b) The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 shall apply.

41. Recreational Vehicle Sales and Service, New/Used (*Ord. No. 15-74; 12-08-15*)

- a) A Specific Use Permit is required in the Commercial District.
- b) The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 shall apply.

42. Truck/Bus Repair (*Ord. No. 15-74; 12-08-15*)

The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 shall apply.

43. Truck Sales, Heavy Trucks (*Ord. No. 15-74; 12-08-15*)

- a) A Specific Use Permit is required in the Commercial District.
- b) The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 shall apply.

44. Truck Terminal (*Ord. No. 15-74; 12-08-15*)

The distance requirement from any residential zoning district as established in Section 9.11 of Chapter 4 shall apply.

45. Guest House (*Ord. No. 17-43; 06-13-17*)

A guest house shall be subject to the following development standards:

- a) The guest house, if detached, shall be located on a lot or tract containing a minimum of one (1) acre.
- b) To be classified as an attached guest house, the second living quarters shall be integral to primary dwelling and be accessed through conditioned interior corridors. A guest house that is connected to the primary dwelling by a covered or enclosed walkway shall meet all conditions of a detached guest house.
- c) The guest house shall be located on the same lot or tract as the existing primary dwelling.
- d) If detached, the guest house shall be located behind the primary structure at a point no closer than ten (10) feet from the rear wall line of the primary dwelling.
- e) If detached, the guest house shall meet all rear yard and side yard setbacks that are required of the primary dwelling.
- f) If detached, the height of the guest house shall not exceed the height of the primary dwelling.
- g) If detached, a guest house shall not be finaled/approved for occupancy prior to the final/approval for occupancy of the primary dwelling.
- h) No more than one (1) guest house per lot or tract shall be permitted.
- i) The guest house shall not be rented or leased or offered for rent or lease, independently of the primary dwelling.

- j) The guest house shall not be sold separately from the sale of the entire property, including the primary dwelling.
- k) The guest house shall be serviced by the same electric and natural gas utility meters as the primary dwelling.
- l) The exterior building materials shall be consistent with the exterior materials of the primary dwelling.
- m) The maximum total area of a detached guest house, including garages, covered patios and any enclosed storage areas shall not exceed fifty percent (50%) of the dwelling area of the primary dwelling. However, in no instance, shall the maximum total area of a detached guest house, including garages, covered patios and any enclosed storage areas exceed 2,000 square feet.
- n) In no case shall the combined area of the primary dwelling, guest house and/or other accessory buildings exceed the maximum percentage of lot coverage permitted for the zoning district in which the structures are located.

46. Residential Garage Loft (*Ord. No. 17-43; 06-13-17*)

A residential garage loft shall be subject to the following development standards:

- a) The residential garage loft shall be located on the same lot or tract as the primary dwelling unit.
- b) The residential garage loft shall be located above the garage and the total area of the unit shall not exceed 800 square feet.
- c) The height of the residential garage loft shall not exceed the height of the primary dwelling.
- d) No more than one (1) residential garage loft per lot or tract shall be permitted.
- e) The residential garage loft shall not be rented or leased or offered for rent or lease, independently of the primary dwelling.
- f) The residential garage loft shall not be sold separately from the sale of the entire property, including the primary dwelling.
- g) The residential garage loft shall be serviced by the same electric and natural gas utility meters as the primary dwelling.
- h) The exterior building materials shall be consistent with the exterior materials of the primary dwelling.

47. Community Home (*Ord. No. 18-39; 05-22-18*)

Community Homes are permitted in any residential zoning district but may not be located within one-half (1/2) mile of an existing Community Home. That distance is to be measured in a straight line. The number of motor vehicles permitted on the site or on a public right-of-way adjacent to the site shall not exceed the number of bedrooms in the home.

48. Open Storage (*Ord. 2020-##; 08-11-2020*)

Open Storage shall be subject to the following development standards:

- a) It shall only contain equipment, vehicles, commodities, materials, goods, or merchandise that is sold, rented, or distributed within the inside of a building of a primary use, unless it is demonstrated to the Director of Development Services or his/her designee that such products or materials could not be located indoors.
- b) It shall not be located within any required front, side, or rear yard setbacks.
- c) It shall be screened from all streets and adjacent properties with the following:

1. A minimum six (6) foot ornamental metal fence, not to be more than ten (10) feet in height, with a solid living screen located in a ten (10) foot landscape setback, containing a minimum of three (3) inch caliper evergreen trees on fifteen (15) foot centers with a continuous row of minimum seven (7) gallon evergreen shrubs along the exterior or interior of the fence; or
 2. A minimum six (6) foot masonry wall, not to be more than ten (10) feet in height, matching the materials of the primary building with three (3) inch caliper evergreen trees on fifteen (15) foot centers, located in a ten (10) foot landscape setback along the interior or exterior of the wall.
 3. Alternative types of screening shall be reviewed by the Planning & Zoning Commission with a recommendation forwarded to Town Council.
- d) It shall not exceed a height of one (1) foot below the top of the solid living screen or wall screening, whichever is greater, or be visible from the property line. A Nursery, Major may store plants that exceed the height of the living screen or wall.
 - e) All gates and doors shall provide an opaque screen. The total of all openings for access may not exceed twenty-four (24) feet in width.
 - f) It shall not be located within any required parking spaces, loading areas, fire lanes, vehicular maneuvering aisles, customer pick-up lanes, or on the roof of any structure.
 - g) It shall not apply to new and used sales or lease of automobiles, motorcycles, recreational vehicles, watercraft, or similar facilities as approved by the Director of Development Services or his/her designee requiring open storage.
 - h) The Planning & Zoning Commission may waive these requirements if no public purpose would be served by the construction of the required screen, or natural features (i.e. vegetation or topography) exist that sufficiently screen the open storage.

49. Food Truck Park (*Ord. 2020-##; 08-11-2020*)

Permitted by Specific Use Permit (SUP) in the referenced districts, subject to the following standards:

- a) Mobile food vendors may be located on public property other than public street travel lanes;
- b) Mobile food vendors may be located on private property with the written consent of the owner, including a site plan that identifies permitted locations;
- c) Mobile food vendors shall not operate in driveways or fire lanes;
- d) Prior to issuance of a permit, an application shall be submitted to the Development Services Department and contain any information required by staff to evaluate the impacts including but limited to location, parking and accessibility.

SECTION 2 DEFINITIONS

2.1 For the purpose of these regulations, certain terms and words are to be used and interpreted as defined hereinafter. Words used in the present tense shall include the future tense; words in the singular number include the plural and words in the plural number include the singular, except where the natural construction of the writing indicates otherwise. The word "shall" is mandatory and not discretionary.

2.2 **Abutting, Adjacent, or Adjoining** - Contiguous or sharing a common border or boundary with other property. Abutting, adjacent and adjoining shall include property immediately across an alley, but shall not include property across a street.

Accessory Building - A building that is subordinate to and functionally related to the primary building, which contributes to the comfort, convenience, or necessity of occupants of the primary building on the same platted lot. Accessory buildings shall be detached from the primary building.

Administrative, Medical, or Professional Office - A building used for the provision of executive, management, or administrative services. Typical uses include, but are not limited to, administrative offices and services including real estate, property management, investment, medical, architect, engineer, travel, secretarial services, accounting organizations and associations, and vehicle rental office without on-site storage of fleet vehicles.

Advertising Sign Or Structure - Any cloth, card, paper, metal, glass, wooden, plastic, plaster or stone sign or other sign, device or structure of any character whatsoever, including a statuary or place for outdoor advertising purposes on the ground or any tree, wall, bush, rock, post, fence, building or structure. The term "placed" shall include erecting, constructing, posting, painting, printing, tacking, mailing, gluing, sticking, carving, or otherwise fastening, affixing or making visible in any manner whatsoever. The area of an advertising structure shall be determined as the area of the largest cross-section of such structure. Directional, warning, or any other signs posted by public officials in the course of their public duties shall not be construed as advertising signs for the purpose of this Ordinance.

Airport/Heliport - A place where aircraft and/or helicopters can land and take off, usually equipped with hangars, facilities for refueling/repair and various accommodations for passengers.

Alcoholic Beverage - Means alcohol, or any beverage containing more than one-half (1/2) of one percent (1%) of alcohol by volume, which is capable of use for beverage purposes, either alone or when diluted, as defined by the Texas Alcoholic Beverage Code, as amended.

Alcoholic Beverage Establishment - Any establishment that derives seventy-five percent (75%) or more of its gross revenues on a quarterly basis from the sale or service of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code, as amended, for on-premise consumption.

Alcoholic Beverage Sales - Any establishment, place of business, or person engaged in the selling of Alcoholic Beverages, as defined in the Texas Alcoholic Beverage Code, as amended, to the general public for off-premise personal or household consumption.

Alley - A minor right-of-way, dedicated to public use, which affords a secondary means of vehicular access to the back or side of properties otherwise abutting a street, and which may be used for public utility purposes.

Antenna - An instrument or device consisting of wires, poles, rods, or reflecting discs, designed for transmitting or receiving any portion of the radio, microwave, or electromagnetic spectrum.

Antenna, Non-Commercial - An antenna and its support structure not exceeding forty-five feet (45') in height above the ground elevation at the base of the support structure, unless located on property owned or leased by the Town of Prosper, designed for transmitting or receiving any portion of the radio, microwave, or electromagnetic spectrum. This definition shall also include a satellite dish antenna not to exceed twelve feet (12') in diameter.

Antenna, Stealth - A commercial antenna and its support structure that is designed to be non-obtrusive, or virtually transparent or invisible to the surrounding neighborhood. Stealth Antennas include, but are not limited to:

- Antennas within a building's attic space;
- Antennas on the roof of a minimum three-story building and not visible from the property line of the lot on which the antenna is located; or
- Antennas located within a structure such as a flagpole, church steeple, subdivision monument, clock tower, or similar architectural feature, and Antennas located on an athletic field light pole. (Ord. 18-93; 11-13-18)

Antenna Support Structure - Any tower, mast, pole, tripod, box frame, or other structure utilized for the purpose of transmission, retransmission, and/or reception of electromagnetic, radio, television, or microwave signals.

Antique Shop and Used Furniture - A retail establishment engaged in the selling of works of art, furniture, or other artifacts of an earlier period, with all sales and storage occurring inside a building.

Apartment - A room or suite of rooms in a Multiple-Family Residence arranged, designed, or occupied as a place of residence by a single family, individual, or group of individuals.

Artisan's Workshop - An establishment used for the preparation, display, and sale of individually crafted artwork, jewelry, furniture, sculpture, pottery, leather-craft, hand-woven articles, and related items.

Assisted Care or Living Facility - A facility which provides residence and care to ten or more persons regardless of legal relationship who are elderly; disabled; orphaned, abandoned, abused, or neglected children; victims of domestic violence; convalescing from illness; terminally ill; or temporarily homeless due to fire, natural disaster, or financial setback together with supervisory personnel. This definition shall also include a facility providing health care or rehabilitative services over a long period of time to persons chronically ill, aged, or disabled due to injury or disease.

Athletic Stadium or Field, Private - A private field(s) and structure used for sporting events with associated spectator seating, either permanent or temporary.

Athletic Stadium or Field, Public - A field(s) and structure owned and operated by the Town of Prosper and/or a local independent school district used for sporting events with associated spectator seating, either permanent or temporary.

Automobile - A self-propelled mechanical vehicle designed for use on streets and highways for the conveyance of goods and people, including, but not limited to, passenger cars, trucks, buses, motor scooters, and motorcycles.

Automobile Parking Lot/Garage - An area or structure where the parking of motor vehicles serves as the primary use on the lot. This use does not include the storage of gasoline.

Automobile Paid Parking Lot/Garage - An area or structure where a fee is charged for parking motor vehicles and which serves as the primary use on the lot. This use does not include the storage of gasoline.

Automobile Repair, Major A facility which offers general repair or maintenance of vehicles, including paint and/or body repair services. Outdoor storage of vehicles overnight shall provide screening in accordance with the open storage regulations of the Zoning Ordinance. (Ord. 2020-##; 08-11-2020)

Automobile Repair, Minor A facility which offers general repair and maintenance of vehicles. Minor automobile repair uses shall not include a facility which offers paint and/or body repair services or the outdoor storage of vehicles overnight. (Ord. 2020-##; 08-11-2020)

Automobile Sales, Service, and Leasing - The sale, rental or leasing of new automobiles or light load vehicles, and includes as incidental uses (i) automobile or light load vehicle used sales and (ii) on-site

automobile repair services related to the sale, rental or leasing of new automobiles or light load vehicles. (Ord. No. 17-49; 06-27-17)

Automobile Sales/leasing, New - Sales, rental, and/or leasing of new automobiles or light load vehicles, including, as accessory uses: Automobile Sales, Used; Automobile Repair, Major; and Automobile Storage.

Automobile Sales, Used - Sales of used automobiles or light load vehicles.

Automobile Storage - The storage on a lot or tract of automobiles for the purpose of holding such vehicles for sale, lease, distribution, or storage. (Ord. 2020-##; 08-11-2020)

Auto Parts Sales, Inside - The use of any building for the display and sale of new or used parts, including tires, for automobiles, panel trucks or vans, trailers, or recreation vehicles.

Auto Parts Sales, Outside - The use of any land area for the display and sale of new or used parts, including tires, for automobiles, panel trucks or vans, trailers, or recreation vehicles.

Bank, Savings and Loan, or Credit Union - An establishment for the custody, loan, exchange or issue of money, the extension of credit, and/or facilitating the transmission of funds, including automated teller machines.

Basement (or Cellar) - A story partly or wholly underground. For purposes of height measurement, a basement shall be counted as a story when more than one-half of its height is above the average level of the adjoining ground or when subdivided and used for commercial or dwelling purposes by other than a janitor employed on the premises.

Beauty Salon/Barber Shop - Establishments primarily engaged in providing services generally involved in the care of the person or his apparel including, but not limited to, barber and beauty shops, tanning salons, ear piercing shops, cosmetic tattooing shops, and reducing salons.

Bed and Breakfast Inn - An owner (or operator) occupied residence with up to five (5) bedrooms available for overnight guests. A Bed and Breakfast Inn may provide for guest stays up to fourteen (14) consecutive days; however, it shall not offer weekly rental rates. Kitchen and dining facilities may be included to provide meals for guests only; however, no food preparation shall be permitted in guest bedrooms. A Bed and Breakfast Inn shall not include restaurants, banquet facilities, or similar services.

Big Box - Retail buildings over eighty thousand (80,000) square feet where the primary tenant occupies at least eighty percent (80%) of the building.

Block - An area enclosed by streets, or if said word is used as a term of measurement, it shall mean the distance along a side of a street between two intersecting streets; or if the street is of a dead-end type, a block shall be considered to be measured between the nearest intersecting street and the end of such dead-end street. In cases where platting is incomplete or disconnected, the Building Official shall determine the outline of the block.

Board of Adjustment - A five (5) member board with two (2) alternates appointed by the Town Council for the purpose of making special exceptions to the terms of the Town of Prosper Zoning Ordinance. See Chapter 1, Section 8.6 of this Ordinance for the specific duties and regulations of the Board of Adjustment. In the event that a Board of Adjustment is not appointed, the Town Council shall perform the duties and responsibilities assigned to the Board of Adjustment by this Ordinance.

Body Art Studio - An establishment whose services include tattooing and/or body piercing. Tattooing shall mean the placing of designs, letters, figures, symbols, or other marks upon or under the skin of any person, using ink or other substances that result in the permanent coloration of the skin by means of the use of needles or other instruments designed to contact or puncture the skin. Body piercing shall mean the creation of an opening in an individual's body to insert jewelry or another decoration.

Breezeway - A covered passage one (1) story in height and six feet (6') or more in width connecting a main structure and an accessory building. A breezeway shall be considered an accessory building.

Buildable Area - The allowable area available to construct a building or structure after complying with the Town's applicable set back and maximum lot coverage requirements.

Building - Any structure intended for shelter, occupancy, housing or enclosure for persons, animals or chattel. When separated by dividing walls without openings, each portion of such structure so separated shall be deemed a separate building.

Building Height - The vertical distance between the average of the highest and lowest points of grade of that portion of the lot covered by the building to the highest point of a structure.

Building Line - A line parallel, or approximately parallel, to any front lot line at a specific distance there from, marking the minimum distance from the front lot line that a building may be erected.

Building, Main - A building in which the principal use of the lot on which it is situated is conducted. In a residential district the primary dwelling unit shall be deemed to be a main building on the lot on which it is situated.

Building Material and Hardware Sales, Major - An establishment for the sale of materials customarily used in the construction of buildings and other structures, including outside storage or display of materials or merchandise.

Building Material and Hardware Sales, Minor - An establishment for the sale of materials customarily used in the construction of buildings and other structures, without any outside storage or display of materials or merchandise.

Building Official - The inspector or administrative official of the Town charged with responsibility for issuing permits and enforcing the Zoning Ordinance and Building Code.

Building Permit - An official document or certificate issued by the Town of Prosper authorizing erection, construction, renovation, maintenance, or any other specified activity on any building, structure or land, or on any installations or facilities therein. The term "building permit" shall include but not be limited to building permits, electrical permits, mechanical permits, and plumbing permits.

Bus Terminal - Any premises for the transient parking or storage of motor-driven buses and the loading and unloading of passengers.

Business Service - Establishments primarily engaged in providing services not elsewhere classified, to business enterprises on a fee contract basis, including, but not limited to, advertising agencies, computer programming and software services, and office equipment sales, rental, leasing, or repair.

Cabinet/Upholstery Shop - An establishment for the production, display, and sale of cabinets, furniture, and soft coverings for furniture.

Campground or Recreational Vehicle Park - Any area that is designed for occupancy by transients using tents, mobile trailers, or recreational vehicles for temporary sleeping purposes.

Candlepower - The quantity of light required to illuminate a surface one (1) foot distance from a light source to the intensity of one (1) foot-candle.

Caretaker's/Guard's Residence - A residence located on a premises with a main non-residential use and occupied only by a caretaker or guard, and his/her family, employed on the premises.

Carport - A structure, either attached to or detached from another structure, open on a minimum of two sides designed or used to shelter not more than three vehicles and not to exceed twenty-four feet (24') on its longest dimension. Also called "covered parking area."

Car Wash - A facility where a customer can have a motorcycle, automobile and light load vehicle washed in exchange for financial consideration.

Car Wash, Self-Serve - A facility, typically coin operated, used by the customer to wash motorcycles, automobiles and light load vehicles.

Catering - An establishment in which the primary use is the preparation of food and meals on the premises, and where such food and meals are picked up or delivered to another location for consumption. This definition expressly prohibits on-site dining. (Ord. 2020-##; 08-11-2020)

Cemetery or Mausoleum - Property used for the interring of the dead.

Certificate of Occupancy - An official certificate issued by the Town through the Building Official that indicates conformance with or approved conditional waiver from the zoning regulations and authorizes legal use of the premises for which it is issued; may be referred to as an Occupancy Permit.

Child Care Center, Home - A home occupation that occurs in the caregiver's home that provides care for less than twenty-four (24) hours a day to no more than six (6) children under the age of fourteen, plus six (6) additional children after school hours. The total number of children, including the caretaker's own children, is no more than twelve (12) at any time. This use is subject to registration/licensing with appropriate State agencies. (Ord. No. 18-39; 05-22-18)

Child Care Center, Incidental - An accessory use designed only for the care of children belonging to employees of the primary use. The center shall be completely contained within the primary use and shall not constitute more than fifteen percent (15%) of the main use. The operating hours of the center shall be the same as the primary use and shall not include overnight lodging, medical treatment, counseling, or rehabilitative services. This use is subject to registration/licensing with appropriate State agencies. (Ord. No. 18-39; 05-22-18)

Child Care Center, Licensed - A non-residential institution that provides care for less than twenty-four (24) hours a day for seven (7) or more children under the age of fourteen. This use is subject to registration/licensing with appropriate State agencies. (Ord. No. 18-39; 05-22-18)

Civic/Convention Center - A building or complex of buildings used for cultural, recreational, athletic, convention or entertainment purposes.

Clear-Cutting - Any indiscriminate cutting, plowing, or grubbing of Protected Tree(s) without regard to their type or size for the purpose of clearing an area of land of Trees.

College, University, Trade, or Private Boarding School - An institution established for educational purposes offering courses for study beyond the secondary education level, including trade schools and commercial schools offering training or instruction in a trade, art, or occupation. A Private Boarding School is an educational institution offering primary and secondary level courses. Dormitories for students and employees only are permitted in conjunction with these uses.

Commercial Amusement, Indoor - An enterprise providing for indoor recreational activities, services, amusements, and instruction for an admission fee. Uses may include, but are not limited to, bowling alleys, ice or roller skating rinks, bingo parlors, amusement arcades, and/or practice areas.

Commercial Amusement, Outdoor - An enterprise providing for outdoor recreational activities, services, amusements, and instruction for an admission fee, including, but not limited to, batting cages, miniature golf, go-kart tracks, and carnivals.

Community Center - A building or portion of a building owned and/or operated by a government entity or not-for-profit agency in which facilities are provided for civic, educational, political, or social purposes.

Community Home - A residence for persons with disabilities, limited to a maximum of six (6) persons with disabilities and two supervisors, no closer than one-half mile to an existing community home, permitted by right in all residential zoning districts. This use is subject to registration/licensing with appropriate State

agencies. This definition is subject to the Community Homes for Disabled Persons Act (Texas Human Resources Code, Section 123.001 et seq.) as it exists or may be amended. (*Ord. No. 18-39; 05-22-18*)

Comprehensive Plan - Graphic and textual form policies which govern the future development of the Town and which consists of various components governing specific geographic areas and functions and services of the Town.

Concrete/Asphalt Batching Plant, Permanent - A permanent manufacturing facility for the production of concrete or asphalt.

Concrete/Asphalt Batching Plant, Temporary - A temporary manufacturing facility for the on-site production of concrete or asphalt during construction of a project, and to be removed when the project is completed.

Construction Yard and Field Office, Temporary - A building, structure, or storage/assembly yard used in conjunction with a development project for housing temporary supervisory or administrative functions related to development, construction, or the sale of real estate properties within the development and subject to removal at completion of construction.

Contractor's Shop and/or Storage Yard - A building, part of a building, or land area for the construction or storage (inside or out) of materials, tools, products, and vehicle fleets.

Convenience Store with Gas Pumps - A retail establishment that sells food and other consumable and non-consumable products for off-premise use or consumption. This definition shall also include the dispensing or sales of motor vehicle fuels, lubricants, and accessories, but shall not include automobile repair or the sale of replacement parts.

Convenience Store without Gas Pumps - A retail establishment that sells food and other consumable and non-consumable products for off-premise use or consumption.

Court - An open, unobstructed space, bounded on more than two sides by the walls of a building. An inner court is entirely surrounded by the exterior walls of a building. An outer court has one side open to a street, alley, yard, or other permanent open space.

Coverage - The lot area covered by all buildings located thereon.

Cutoff - The point at which all light rays emitted by a lamp, light source or luminary are completely eliminated (cutoff) at a specific angle above the ground.

Cutoff Angle - The maximum angle formed by a line drawn in the direction of emitted light rays at the light source and a line perpendicular to the ground from the light source, beyond which no light is emitted.

Day Care Center, Adult - A facility that provides services under an Adult Day Care Program on a daily or regular basis, but not overnight, to four or more elderly or handicapped persons who are not related by blood, marriage, or adoption to the owner of the facility. Adult Day Care Centers must be licensed by the Texas Department of Human Services.

Development - Any manmade change to improved or unimproved real estate, including but not limited to, buildings and/or other structures, paving, drainage, utilities, storage, and agricultural activities.

District - Any section or sections of the Town for which the regulations governing the use of land and the use, density, bulk, height and coverage of buildings and other structures are uniform for each class or kind of building therein.

Donation or Recycling Bin - An unattended receptacle with a door, slot or other opening that is intended to accept donated or recyclable materials, excluding containers associated with recyclable materials generated by the on-premise operator and receiving regular collection services. (*Ord. 15-74; 12-08-15*)

Downtown Public Parking Lot(s) - An area, other than street or public way, provided for self-parking by employees, visitors, and/or patrons of any state or local government, any public accommodations, retail or office establishments, or any other business open to the general public.

Drip Line - A vertical line running through the outermost portion of the crown of a tree and extending to the ground.

Dry Cleaning, Major - An industrial facility where fabrics are cleaned with substantially non-aqueous organic solvents on a commercial or wholesale basis.

Dry Cleaning, Minor - A custom cleaning shop or pick-up station not exceeding six thousand (6,000) square feet of floor area, including, but not limited to, dry cleaning plants having no more than one thousand five hundred (1,500) square feet of floor area for dry cleaning equipment.

Easement - A grant of one or more of the property rights by the property owner to and/or for the use by the public, a corporation or another person or entity.

Electrical Power Generating Plant - All equipment, fixtures, and property operated or maintained in connection with the production of electricity and transmission of electricity produced.

Equipment and Machinery Sales and Rental, Major - A building or open area used for the display, sale, rental, or storage of heavy equipment and machinery.

Equipment and Machinery Sales and Rental, Minor - A building or structure used for the inside display, sale, rental, or storage of light machinery, including, but not limited to, bicycles, lawn mowers, tools, and other small machinery.

Fairgrounds/Exhibition Area - An area where outdoor fairs, circuses, or exhibitions are held.

Family - One or more persons related by blood, marriage, or adoption, or a group not to exceed four (4) persons not all related by blood or marriage, adoption or guardianship, occupying a dwelling unit and living as a single housekeeping unit.

Farmer's Market - An area containing individual vendors who offer fruits, vegetables, herbs, spices, edible seeds, nuts, live plants, flowers, and honey for sale. The following products are not permitted for sale at a Farmer's Market: any type of meat, fish, poultry, eggs, refrigerated dairy products, or home packaged items.

Farm, Ranch, Stable, Garden, or Orchard - An area which is used for the cultivation of vegetables, fruits, and grain or for the raising thereon of the usual farm poultry and farm animals such as horses, cattle, and sheep and including the necessary accessory uses for raising, treating, and storing products raised on the premises, but not including the commercial feeding of offal or garbage to swine or other animals and not including any type of agriculture or husbandry specifically prohibited by ordinance or law.

Feed Store - An establishment for the selling of corn, grain, and other foodstuffs for animals and livestock and including other implements and goods related to agricultural processes, but not including farm machinery.

Fence - Any construction or hedge of any material, the purpose of which is to provide protection from intrusion (either physical or visual) to prevent escape, mark a boundary, or provide decoration. A wall shall be considered a fence. Restraining walls for the purpose of diverting water and retaining soil are not classified as a fence.

Flea Market, Inside - A building or structure wherein space is rented to vendors on a short-term basis for the sale of merchandise. The principal sales shall include new and used household goods, personal effects, tools, art work, small household appliances, and similar merchandise, objects, or equipment in small quantities. The term flea market shall not be deemed to include wholesale sales establishments or rental services establishments, but shall be deemed to include personal services establishments, food services establishments, retail sales establishments, and auction establishments.

Flood or Spot Light - Any light fixture or lamp that incorporates a reflector or a refractor to concentrate the light output into a directed beam in a particular direction.

Flood Plain - Any property within the limits as delineated by FEMA (Federal Emergency Management Agency) of the 100-year flood plain or as amended by an engineering flood study of the ultimate developed conditions prior to any reclamation.

Floor Area - The total gross square feet of floor space within the outside dimensions of a building including each floor level, but excluding carports, residential garages, and breezeways.

Floor Area Ratio (FAR) - The floor area of a main building or buildings on a lot, excluding structured parking garages, divided by the lot area.

Food Truck Park - An establishment which provides for the congregation for one (1) or more temporary food businesses for the purpose of offering food and beverage sales to the public. (Ord. 2020-##; 08-11-2020)

Foot-Candle - A unit of illumination produced on a surface, all points of which are one (1) foot from a uniform point source of one (1) candle. When metric units are used, lux is the unit of light quantity. One (1) lux equals one (1) lumen per square meter of area. One (1) foot-candle equals 10.76 lux.

Fortune Teller/Psychic - A use involving the foretelling of the future in exchange for financial or other valuable consideration. Fortune telling shall include, but is not limited to, uses where the fortune is told through astrology, augury, card or tea reading, cartomancy, clairvoyance, clairsaudience, crystal gazing, divination, magic mediumship, necromancy, palmistry, psychometry, phrenology, prophecy, and spiritual reading. Fortune telling does not include forecasting based on historical trends or patterns or religious dogma.

Fraternal Organization, Lodge, Civic Club, Fraternity, or Sorority - An organized group having a restricted membership and specific purpose related to the welfare of the members including, but not limited to, Elks, Masons, Knights of Columbus, Rotary International, Shriners, or a labor union.

Full Cutoff-Type of Luminaries or Horizontal Limited Luminaries - Luminaries constructed or shielded to direct all light at a cutoff angle of less than ninety (90) degrees.

Funeral Home - A place for the storage of human bodies prior to their burial or cremation, or a building used for the preparation of the deceased for burial and the display of the deceased and ceremonies connected therewith before burial or cremation. On-site cremation services permitted in accordance with the Conditional Development Standards. (Ord. 15-74; 12-08-15)

Furniture, Home Furnishings and Appliance Store - Retail establishments selling goods used for furnishing the home, including, but not limited to, furniture, floor coverings, draperies, domestic stoves, refrigerators, and other household electrical and gas appliances.

Furniture Restoration - A workshop that specializes in furniture refinishing, including the use of all materials, tools, and chemicals associated with the use.

Garage, Private - An enclosed (on at least three (3) sides) accessory building, or a part of a main building, used for storage of automobiles and used solely by the occupants and their guests. Also called "enclosed parking space."

Gas Pumps - Any facility, equipment, or fixture, including a canopy, used for retail dispensing of motor vehicle fuels.

General Manufacturing/Industrial Use Complying with Performance Standards - Manufacturing of finished products and component products or parts through the processing of materials or substances, including basic industrial processing. Such operations shall be determined by Health, Fire, and Building officials not to be a hazard or nuisance to adjacent property or the community at large, due to the possible emission of excessive smoke, noise, gas, fumes, dust, odor, or vibration, or the danger of fire, explosion, or radiation.

Glare - Direct light emitted from a light source, which is sufficient to cause annoyance, discomfort, or temporary loss of visual performance and visibility.

Golf Course and/or Country Club - A land area and buildings used for golf, including fairways, greens, tee boxes, driving range, putting green, and associated maintenance and retail facilities. This definition shall also include clubhouses, dining rooms, swimming pools, tennis courts, and similar recreational or service uses available only to members and their guests.

Governmental Office - A building used for the provision of governmental executive, management, administrative, and/or postal services. Governmental offices include those facilities owned and/or operated by city, special district, county, state, and federal agencies.

Green Belt - An open space that may be of irregular form that may include trees typically found along a natural or manmade feature such as a creek, flood plain, escarpment, right-of-way, or park.

Guest House - A second, attached or detached dwelling unit located on the same lot or tract as the primary dwelling unit, which provides for living, sleeping, and cooking facilities and is used by family members, guests of the family, or a domestic worker hired by the homeowner of the primary dwelling unit. A mobile home or a HUD-Code manufactured home shall not be considered as a guest house. (*Ord 17-43; 06-13-17*)

Gymnastics/Dance Studio - A building or portion of a building used as a place of work for a gymnast, dancer, or martial artist or for instructional classes in gymnastics, dance, or martial arts.

Health/Fitness Center - A public or private facility operated to promote physical health and fitness. Activities may include exercise, physical therapy, training, and education pertaining to health and fitness. Uses or combinations of uses or facilities would typically include, but are not limited to, game courts, weight lifting and exercise equipment, aerobics, swimming pools and spas, and running or jogging tracks.

Heavy Load Vehicle - A self-propelled vehicle having a Manufacturer's Recommended Gross Vehicle Weight (GVW) of greater than eleven thousand (11,000) pounds, such as large recreational vehicles (originally manufactured as RVs, not converted), tractor-trailers, buses, vans, and other similar vehicles. The term "truck" shall be construed to mean "Heavy Load Vehicle" unless specifically stated otherwise.

Height of Luminary - The height of a luminary shall be the vertical distance from the ground directly below the centerline of the luminary to the lowest direct light emitting part of the luminary.

Helistop - A place where helicopters can land and take off only and excluding refueling, maintenance, repairs, and storage of helicopters.

Homebuilder Marketing Center - A building or structure used for the marketing and sale of lots and/or homes.

Home Occupation - An occupation, which is secondary to the primary use of a dwelling as a residence, conducted on residential premises by the occupant of the residence. Home occupations shall be subject to the conditions set forth in Chapter 3, Section 1.4(5) of this Ordinance.

Hospital - An institution providing primary health services and medical or surgical care to persons, primarily inpatients, suffering from illness, disease, injury, deformity, and other abnormal physical or mental conditions, and including, as an integral part of the institution, related facilities such as laboratories, helistops, outpatient facilities, or training facilities as licensed by the State of Texas.

Hotel, Full Service - A building or group of buildings designed for and occupied as a temporary lodging place; where financial consideration is generally calculated on a nightly basis; provides a restaurant offering three (3) meals a day; provides meeting/event space; and is not classified as a limited service hotel or a residence hotel. (*Ord. 15-74; 12-08-15*)

Hotel, Limited Service - A building or group of buildings designed for and occupied as a temporary lodging place; where financial consideration is generally calculated on a nightly basis and is not classified as a full service hotel or a residence/extended stay hotel. (*Ord. 15-74; 12-08-15*)

Hotel, Residence/Extended Stay - A building or group of buildings designed for and occupied as a temporary lodging which may include an extended stay and where financial consideration is generally calculated on a

nightly, weekly or monthly basis and is not classified as a limited service hotel or a full service hotel. (*Ord. 15-74; 12-08-15*)

Household Care Facility - A dwelling unit which provides residence and care to not more than six (6) persons, regardless of legal relationship, who are elderly; disabled; orphaned, abandoned, abused, or neglected children; victims of domestic violence; convalescing from illness; terminally ill; or rendered temporarily homeless due to fire, natural disaster or financial setbacks, living together with not more than two (2) supervisory personnel as a single housekeeping unit. This definition is subject to the Personal Care Facility Licensing Act (Texas Health and Safety Code, Section 247.001 *et seq.*) and the Community Homes for Disabled Persons Location Act (Texas Human Resources Code, Section 123.001 *et seq.*) as they presently exist or may be amended in the future. (*Ord. No. 18-39; 05-22-18*)

Household Pet - A domesticated animal kept for pleasure rather than utility, including, but not limited to, a dog, cat, or bird.

House of Worship - A building designed and used primarily for religious assembly and worship and those accessory activities which are customarily associated therewith, and the place of residence for ministers, priests, nuns, rabbis, or other religious personnel on the premises (tax exempt as defined by State law). This definition includes, but is not limited to, churches, temples, synagogues, and mosques. For the purposes of this Ordinance, bible study and other similar activities that occur in a person's primary residence shall not apply to this definition.

Illumination Level - Average lighting intensity measured at grade (in foot-candles).

Incandescent Light - Illumination produced by a filament, which is heated by an electric current, including quartz and halogen lights.

Incidental Use - Any use different from the primary use but which compliments and/or supplements the primary use, which shall not constitute more than fifteen percent (15%) of the main use.

Indoor Gun Range - Any indoor facility open to the public and occupying all or a portion of a building where firearms are discharged for testing or recreation purposes.

Industrial Park - A large tract of land that has been planned, developed, and operated as an integrated facility for a number of individual industrial uses, with special attention to circulation, parking, utility needs, aesthetics, and compatibility.

Insurance Office - A building or facility used for the sales, management, and administration of insurance services, including the estimation of automobile damages, but excluding on-site parking/storage of damaged vehicles.

Lamp - The component of a luminary that produces the actual light.

Landfill - A tract of land used for the burial of farm, residential, institutional, industrial, or commercial waste that is not hazardous, medical, or radioactive.

Landscaping - Material such as, but not limited to, grass, groundcovers, shrubs, vines, hedges, trees or palms, and non-living durable material commonly used in landscaping, such as, but not limited to, rocks, pebbles, sand, walls or fences, but excluding paving.

Laundromat - A facility where patrons wash, dry, or dry-clean clothing and other fabrics in machines operated by the patron.

Light Load Vehicles - A self-propelled vehicle having a Manufacturer's Recommended Gross Vehicle Weight (GVW) not greater than eleven thousand (11,000) pounds, and having no more than two (2) axles, such as pick-up trucks, vans, recreational vehicles (less than thirty-two feet (32') in length), campers and other similar vehicles but not including automobiles and motorcycles.

Light Pollution - The shining of light produced by luminaries above the height of the luminaries and into the sky.

Light Trespass - The shining of light produced by luminaries beyond the boundaries of the property on which it is located.

Limited Assembly and Manufacturing Use Complying with Performance Standards - The fabrication, assembly, manufacturing, and packaging of finished products or parts, predominantly from previously prepared materials, but excluding basic industrial processing. Such operations shall be determined by Health, Fire, and Building officials not to be a hazard or nuisance to adjacent property or the community at large, due to the possible emission of excessive smoke, noise, gas, fumes, dust, odor, or vibration, or the danger of fire, explosion, or radiation.

Loading Space - An off-street space or berth used for the delivery and loading or unloading of vehicles.

Locksmith/Security System Company - Establishments primarily engaged in providing, installing, repairing, and/or monitoring locks and electronic security systems.

Lot - Any plot of land occupied or intended to be occupied by one main building and the required parking, or a group of main buildings, and accessory building and uses, including such open spaces as are required by this Ordinance, and other laws or ordinances, and having its principal frontage on a public street or officially approved place.

Lot, Area - The total area, measured on a horizontal plane, included within lot lines.

Lot, Corner - A lot which has at least two adjacent sides abutting a street, provided that the interior angle at the intersection of such two sides is less than one hundred thirty-five (135) degrees.

Lot, Depth - The mean horizontal distance between the front and rear lot lines.

Lot, Double Frontage - A lot having a frontage on two (2) non-intersecting streets, as distinguished from a corner lot.

Lot, Flag or Panhandle - A lot having access to a street by means of a parcel of land having a depth greater than its frontage, and having a width less than the minimum required lot width, but not less than twenty-five feet (25'). The maximum distance of the area less than the required width from the front property line shall be one hundred ten feet (110').

Lot, Interior - A lot other than a corner lot.

Lot, Key - A corner lot that is so designed that the lots located directly behind it face the side street of the corner lot and are not separated by an alley.

Lot Frontage - That dimension of a lot or portion of a lot abutting on a street, excluding the side dimension of a corner lot.

Lot Line, Front - The narrower side of the lot abutting a street. Where two lot lines abutting streets are of equal length, the owner shall have a choice in designating which shall be the lot frontage. For a lot which has a boundary line which does not abut the front street line, is not a rear lot line and lies along the same general directional orientation as the front and rear lot lines, said line shall be considered a front lot line in establishing minimum setback lines.

Lot Line, Rear - The lot line farthest from and most parallel to the front lot line. For triangular lots, the point opposite the front lot line shall be considered the rear lot line.

Lot Line, Side - Any lot line not the front or rear lot line.

Lot Lines or Property Lines - The lines bounding a lot as defined herein.

Lot of Record - A lot which is part of a subdivision, the plat of which has been recorded in the office of the County Clerk of Collin or Denton County or a lot subdivided by metes and bounds description prior to October 1984.

Lot Width - The horizontal distance measured between side lot lines parallel to the front lot line, and measured from the point on the building line that is closest to the front lot line.

Lumen - Unit used to express the light output of a lamp or fixture.

Luminary - A complete lighting unit consisting of a light source and all necessary mechanical, electrical and decorative parts.

Luminous Tube Lighting - Gas-filled tubing which, when subjected to high voltage, becomes luminescent in a color characteristic of the particular gas used (e.g., neon or argon).

Machine Shop - A workshop where metal fabrication tools, including, but not limited to, lathes, presses, and mills, are used for making, finishing, or repairing machines or machine parts.

Major Thoroughfare - A dedicated street or highway route designated as a Thoroughfare by the Thoroughfare Plan map of the Comprehensive Plan.

Manufactured Home - A structure constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development (HUD), transportable in one or more sections, which, in the traveling mode, is eight (8) body feet or more in width or forty (40) body feet or more in length, or, when erected on site, is three hundred and twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems with the appropriate label. The term does not include a recreational vehicle. (or under the Texas Manufactured Housing Standards Act, Chapter 1201, Texas Occupations Code, as amended).

Masonry Construction - Unless otherwise provided for in this Ordinance, Masonry Construction constitutes clay fired brick, natural and manufactured stone, granite, marble, and stucco as exterior construction materials for all structures. Other permitted exterior construction materials for big box, institutional, and industrial structures are architectural concrete block, tilt wall concrete panels, sealed and painted split faced concrete block, and high impact exterior insulation and finish systems (EIFS). High impact EIFS is only permitted when installed a minimum of nine feet (9') above grade at the base of the wall on which it is installed. (Ord. 2020-##; 08-11-2020)

Massage Therapy, Licensed - Any place of business in which massage therapy is practiced by a massage therapist, as defined and licensed by State law. "Massage therapy," as a health care service, means the manipulation of soft tissue for therapeutic purposes. The term includes, but is not limited to, effleurage (stroking), petrissage (kneading), tapotement (percussion), compression, vibration, friction, nerve strokes, and Swedish gymnastics, either by hand or with mechanical or electrical apparatus for the purpose of body message. Massage therapy may include the use of oil, salt glows, heat lamps, hot and cold packs, tub, shower or cabinet baths. Equivalent terms for "massage therapy" are massage, therapeutic massage. Massage and "therapeutic" do not include diagnosis, the treatment of illness or disease, or any service or procedure for which a license to practice medicine, chiropractic, physical therapy, or podiatry is required by law.

Massage Therapy, Unlicensed - Any place of business in which massage therapy is practiced by an unlicensed massage therapist. "Massage therapy," as a health care service, means the manipulation of soft tissue for therapeutic purposes. The term includes, but is not limited to, effleurage (stroking), petrissage (kneading), tapotement (percussion), compression, vibration, friction, nerve strokes, and Swedish gymnastics, either by hand or with mechanical or electrical apparatus for the purpose of body message. Massage therapy may include the use of oil, salt glows, heat lamps, hot and cold packs, tub, shower or cabinet baths. Equivalent terms for "massage therapy" are massage, therapeutic massage. Massage and "therapeutic" do not include diagnosis, the treatment of illness or disease, or any service or procedure for which a license to practice medicine, chiropractic, physical therapy, or podiatry is required by law.

Mechanical Equipment - For the purposes of the screening regulations contained herein, mechanical equipment shall include ground or roof-mounted HVAC units or commercial kitchen equipment. (Ord. 2020-##; 08-11-2020)

Meeting/Banquet/Reception Facility - A building which is rented, leased or otherwise made available to any person or group for a private event function that is not open to the general public, whether or not a fee is charged. (Ord. 15-74; 12-08-15)

Mineral Extraction - The process of extracting sand, gravel, stone, petroleum, gas, or other minerals/natural resources from the earth. This definition does not include drilling wells for water.

Mini-Warehouse/Public Storage - A building(s) containing separate, individual self-storage units for rent or lease. The conduct of sales, business, or any activity other than storage shall be prohibited within any individual storage unit.

Miscellaneous Hazardous Industrial Use - Any industrial use not specifically defined in this section that is determined by Health, Fire, or Building officials to be a hazard or nuisance to adjacent property or the community at large, due to the possible emission of excessive smoke, noise, gas, fumes, dust, odor, or vibration, or the danger of fire, explosion, or radiation.

Mobile Food Vendor - Any person or persons who operates or sells food from a self-propelled vehicle or stationary cart for a period of 15 days or greater per year. This definition does not include Mobile Food Units. Mobile food vendors who operate for 14 days or less shall be considered temporary food establishments, as defined by the Town of Prosper Health Ordinance as it exists or may be amended. (Ord. 2020-##; 08-11-2020)

Mobile Home - A structure that was constructed before June 15, 1976, transportable in one or more section, which, in the traveling mode, is eight (8) body feet or more in width or forty (40) body feet or more in length, or, when erected on site, is three hundred and twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems. (or under the Texas Manufactured Housing Standards Act, Chapter 1201, Texas Occupations Code, as amended).

Model Home - A single-family dwelling in a developing subdivision located on a legal lot of record that is limited to temporary use as a sales office for the subdivision and to provide an example of the dwellings which have been built or which are proposed to be built in the same subdivision.

Modular Home (or Industrialized Housing) - "Modular home" means a structure or building module as defined, under the jurisdiction and control of the Texas Department of Licensing and Regulation and that is installed and used as a residence by a consumer, transportable in one or more sections on a temporary chassis or other conveyance device, and designed to be used on a permanent foundation system. The term includes the plumbing, heating, air-conditioning, and electrical systems contained in the structure. The term does not include a mobile home as defined in the Texas Manufactured Housing Standards Act (Chapter 1201, Texas Occupations Code, as amended); nor does it include building modules incorporating concrete or masonry as the primary structural component.

Motorcycle - A usually two (2) wheeled self-propelled vehicle having one (1) or two (2) saddles or seats, and which may have a sidecar attached. For purposes of this Ordinance, motorbikes, motor scooters, mopeds, and similar vehicles are classified as motorcycles.

Motorcycle Sales/Service - The display, sale, repair, and servicing of new or used motorcycles.

Motor Vehicle - Any vehicle designed to carry one or more persons, which is propelled or drawn by mechanical or electrical power, such as automobiles, trucks, motorcycles, and buses.

Multifamily Dwelling - Attached dwelling units designed to be occupied by three or more families living independently of one another, exclusive of Full Service Hotels, Limited Service Hotels, or Residence/Extended Stay Hotels. (Ord. 15-74; 12-08-15)

Municipal Uses Operated by the Town of Prosper - Any area, land, building, structure, and/or facility owned, used, leased, or operated by the Town of Prosper, Texas, including, but not limited to, administrative office, maintenance facility, fire station, library, sewage treatment plant, police station, water tower, service center, park, heliport, helistop, and golf course.

Museum/Art Gallery - A building serving as a repository for a collection of natural, scientific, artistic, or literary objects of interest, and designed to be used for viewing, with or without an admission charge, and which may include as an accessory use the sale of goods.

Net Acre - The area within the platted limits of a lot. For the purpose of calculating residential density, Net Acreage shall not include the following:

- Right-of-way dedicated for major thoroughfares.
- Required parkland dedication.
- Detention.
- Land used for non-residential purposes.

For the purpose of calculating residential density, Net Acreage may include the following:

- Non-reclaimed floodplain.
- Private open space.
- Park dedication in excess of minimum park dedication requirements.
- Detention ponds that contain a constant water level, are landscaped, or otherwise treated as an amenity for the development, as determined by the Director of Planning or his/her designee

Nonconforming Use - A building, structure, or use of land lawfully occupied at the time of the effective date of this Ordinance or amendments thereto, but which does not conform to the use regulations of the district in which it is situated.

Non-Residential Property - Property zoned or used for other than residential purposes.

Nursery, Major - An establishment for the cultivation and propagation, display, storage, and sale (retail and wholesale) of large plants, shrubs, trees, and other materials used in indoor or outdoor plantings; and the contracting for installation and/or maintenance of landscape material as an accessory use. Outdoor display and storage is permitted.

Nursery, Minor - A retail business for the display and/or sale of trees, shrubs, flowers, ornamental plants, seeds, garden and lawn supplies, and other materials used in indoor and outdoor planting, without outside storage or display.

Occupancy - The use or intended use of the land or buildings by proprietors or tenants.

Office and Storage Area for Public/Private Utility - The pole yard, maintenance yard, or administrative office of public or private utilities.

Office Center - A building or complex of buildings used primarily for conducting the affairs of a business, profession, service, industry or government, or like activity, which may include ancillary services for office workers such as a coffee shop, newspaper or candy stand.

Office/Showroom - A building that primarily consists of sales offices and sample display areas for products and/or services delivered or performed off-premises. Catalog and telephone sales facilities are appropriate. Incidental retail sales of products associated with the primary products and/or services are permitted. Warehousing facilities shall not exceed fifty percent (50%) of the total floor area. This designation does not include contractor's shop and storage yard.

Office/Warehouse/Distribution Center - A building primarily devoted to storage, warehousing, and distribution of goods, merchandise, supplies, and equipment. Accessory uses may include retail and

wholesale sales areas, sales offices, and display areas for products sold and distributed from the storage and warehousing areas.

Officially Approved Place of Access - Access, other than a dedicated street, to a property that is approved by the Town.

Off-Street - Off the right of way of a public street or place.

Open Storage - The outside storage or exhibition of goods, materials, merchandise, or equipment on a lot or tract. Open storage must meet the requirements in Chapter 4, Section 5.2(D, E).

Ordinance - The Zoning Ordinance of the Town, as it exists or may be amended. The term "ordinance," not capitalized, refers to any other ordinance of the Town.

Outdoor Lighting - The nighttime illumination of an outside area or object by any man-made device located outdoors that produces light by any means.

Outside Merchandise Display, Incidental - The unenclosed display of commodities, materials, goods, inventory or equipment readily accessible to the public for retail sales in conjunction with a primary enclosed use. (Ord. 15-74; 12-08-15)

Outdoor Merchandise Display, Temporary - The temporary display of merchandise such as a sidewalk sale subject to Conditional Development Standards. (Ord. 15-74; 12-08-15)

Outdoor Storage, Incidental - The unenclosed storage of commodities, materials, goods, or equipment in conjunction with a primary enclosed use and typically located in an area not readily accessible to the public. (Ord. 15-74; 12-08-15)

Parking Lot - An off-street, ground level area, usually surfaced and improved, for the temporary storage of motor vehicles.

Parking Space - An area designated for the parking of a vehicle.

Park or Playground - An area developed for active play and recreation that includes, but is not limited to, open space, sports courts, play equipment, and trails.

Pawn Shop - An establishment where money is loaned on the security of personal property pledged in the keeping of the owners (pawnbroker).

Permitted Use - Any use allowed in a zoning district and subject to the restrictions applicable to that zoning district.

Pet Day Care - A commercial institution or place designed for the care of no more than one (1) household pet per one hundred (100) square feet of gross floor area.

Photometric Plan - A point-by-point plan depicting the intensity and location of lighting on the property.

Planned Development District - Planned associations of uses developed as integral land use units such as industrial parks or industrial districts, offices, commercial or service centers, shopping centers, residential developments of multiple or mixed housing, including attached single-family dwellings or any appropriate combination of uses which may be planned, developed or operated or integral land use units either by a single owner or a combination of owners.

Planning & Zoning Commission - A board, appointed by the Town Council as an advisory body, authorized to recommend changes in the zoning and other planning functions as delegated by the Town Council. Also referred to as the "P&Z" or the "Commission." In the event that a Commission is not appointed, the Town Council shall perform the duties and responsibilities assigned to the Commission by this Ordinance.

Plat - A plan of a subdivision of land creating building lots or tracts and showing all essential dimensions and other information essential to comply with the subdivision standards of the Town of Prosper and subject to

approval by the Planning & Zoning Commission and filed in the plat records of either Collin or Denton County. The plat must be prepared by a Public Surveyor registered in the State of Texas.

Plot - A single unit or parcel of land or a parcel of land that can be identified and referenced to a recorded plat or map.

Portable Building Sales - An establishment that displays and sells structures which are capable of being carried and transported to another location, not including mobile homes.

Premises - Land together with any buildings or structures situated thereon.

Primary Use - The principal or predominant use of any tract, lot, or building.

Print Shop (Major) - An establishment specializing in long-run printing operations including, but not limited to, book, magazine, and newspaper publishing using engraving, die cutting, lithography, and thermography processes.

Print Shop (Minor) - An establishment specializing in short-run operations to produce newsletters, flyers, resumes, maps, construction documents and plans, and similar materials using photocopying, duplicating, and blue printing processes. This definition shall include mailing and shipping services, but exclude the on-site storage of heavy load fleet vehicles.

Private Club - An establishment holding a Private Club permit under Chapter 32 or 33 of the Texas Alcoholic Beverage Code, as amended, that derives thirty-five percent (35%) or more of its gross revenue from the sale or service of Alcoholic Beverages for on-premise consumption and that is located within a dry area as defined in Title 6 (Local Option Elections) of the Texas Alcoholic Beverage Code, as amended. Private Club does not include a fraternal or veteran's organization, as defined in the Texas Alcoholic Beverage Code, as amended, holding a Private Club permit under Chapter 32 or 33 of the Texas Alcoholic Beverage Code. A Private Club does not include the holder of a food and beverage certificate, as defined in the Texas Alcoholic Beverage Code, as amended. Unless the person owning or operating the use supplies the building official with records to prove otherwise, an establishment holding a Private Club permit under Chapter 32 or 33 of the Texas Alcoholic Beverage Code, as amended, is presumed to derive thirty-five percent (35%) or more of its gross revenue from the sale or service of Alcoholic Beverages for on-premise consumption.

Private Recreation Center - A recreational facility, including, but not limited to, clubhouse, swimming pool, playground, and open space, operated for the exclusive use of private residents or neighborhood groups and their guests, and not the general public.

Private Street Development - A development of two or more lots sharing private gated vehicular access ways that are not dedicated to the public and are not publicly maintained. Private streets and alleys may be established only under the terms of the Subdivision Ordinance. The term "Private Street" shall be inclusive of alleys.

Private Utility (other than listed) - A non-public utility requiring special facilities in residential areas or on public property such as electricity, natural gas, or telecommunications not customarily provided by the municipality or public utilities. All radiating equipment must comply with current Federal Communications Commission (FCC), Environmental Protection Agency (EPA), Occupational Health and Safety Administration (OSHA), and all other applicable State and Federal regulatory agency requirements and guidelines for human safety.

Property Line - When the property line is the initial point of establishing measurement requirements for the sale of any type of Alcoholic Beverage, "Property Line" shall mean the nearest property line of the lot where the sale of any type of Alcoholic Beverage may occur, without regard to intervening structures or objects, to the nearest property line of the lot where the church, public hospital, public school, private school and/or residential zoning district, as applicable, is located.

Protected Area - The 100-year floodplain plus the area within three hundred feet (300') of the 100-year floodplain.

Protected Residential Property - Any property within the Town that meets one of the following requirements:

- The property is zoned a residential district as defined within the Zoning Ordinance or zoned a planned development for residential uses;
- The property is designated on the Comprehensive Plan as any type of residential; or
- The property is used or subdivided for use as residential.

Railroad Track and Right-Of-Way - The right-of-way and track used by a railroad, but not including railroad stations, sidings, team tracks, loading facilities, dockyards, or maintenance areas.

Recreational Vehicle (RV) - A portable or mobile living unit used for temporary human occupancy away from the place of permanent residence of the occupants and self-propelled (motorized). *Also see Heavy Load Vehicle.*

Recreational Vehicle/Truck Parking Lot or Garage - An area or structure designed for the short or long-term parking or storage of recreational vehicles, boats, or heavy load vehicles.

Recreational Vehicle Sales and Service, New/Used - Sales and/or leasing of new and/or used recreational vehicles or boats, including, as an accessory use, repair work of recreational vehicles and boats.

Recycling Center - A facility that is not a junkyard and in which recoverable resources, such as newspapers, glassware, and metal cans are collected, stored, flattened, crushed, or bundled, essentially by hand within a completely enclosed building.

Recycling Plant - A facility that is not a junkyard and in which recoverable resources, such as newspapers, magazines, books, and other paper products; glass; metal cans; and other products, are recycled, reprocessed, and treated to return such products to a condition in which they may again be used for production.

Redevelopment - Any manmade change or alteration to a design and/or layout of an existing Development(s) including repair, expansion and/or removal and replacement of existing building and/or structure, paving drainage, utilities, storage and/or agricultural uses.

Rehabilitation Care Facility - A dwelling unit which provides residence and care to not more than nine (9) persons regardless of legal relationship who have demonstrated a tendency towards alcoholism, drug abuse, mental illness, or antisocial or criminal conduct living together with not more than two supervisory personnel as a single housekeeping unit.

Rehabilitation Care Institution - A facility which provides residence and care to ten (10) or more persons, regardless of legal relationship, who have demonstrated a tendency toward alcoholism, drug abuse, mental illness, or antisocial or criminal conduct together with supervisory personnel.

Repair Service, Indoor - The maintenance and repair of electronics, appliances and fixtures customarily used in a home or office. The term does not include any type of repair to engines or other motorized equipment or vehicles. (*Ord. 15-74; 12-08-15*)

Research and Development Center - A facility that includes laboratories and experimental equipment for medical testing, prototype design and development, and product testing. Any facility that is determined by Health, Fire, or Building officials to be a hazard or nuisance to adjacent property or the community at large, due to the possible emission of excessive smoke, noise, gas, fumes, dust, odor, or vibration, or the danger of fire, explosion, or radiation is not to be included in this category.

Residence - Any building or portion thereof, which is designed or used as living quarters for one or more families, but not including mobile homes.

Residential District - District where the primary purpose is residential use.

Residential Garage Loft - A small, accessory dwelling located above a private garage which provides for living, sleeping, and cooking facilities and is used by family members, guests of the family, or a domestic worker hired by the homeowner of the primary dwelling unit. (*Ord 17-43; 06-13-17*)

Residential Property - Any property that is either zoned for or designated on the Future Land Use Plan for residential uses.

Restaurant - An establishment where food and drink are prepared and consumed primarily on the premises. Drive-through service is permitted in accordance with the Conditional Development Standards. (*Ord. No. 17-49; 06-27-17*)

Restaurant, Drive-In - An eating establishment where primarily food or drink is served to customers in motor vehicles or where facilities are provided on the premises which encourage the serving and consumption of food in automobiles on or near the restaurant premises.

Retail/Service Incidental - Any use different from the primary use but which compliments and/or supplements the primary use. Said use shall be operated for the benefit or convenience of the employees, visitors, or customers of the primary use. Incidental shall mean a floor area that constitutes not more than fifteen percent (15%) of the main use.

Retail Stores and Shops - An establishment engaged in the selling of goods and merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods. Retail stores and shops include, but are not limited to, art and craft store, retail bakery, bookstore, boot and shoe sales, ceramics store, clothing and apparel store, computer store, department store, fabric store, florist, grocery store, food market, hobby or toy store, leather store, meat market, medical supply store, music instrument sales, novelty or gift shop, optical store, pet shop, drugstore or pharmacy, sporting goods (including the sale of firearms) store, trophy sales, television store, and used clothing store.

Retirement Housing - A building or group of buildings consisting of attached or detached dwelling units designed for the housing of age-restricted residents. In addition to housing, this type of facility may provide services to its residents such as meals in a central dining room, housekeeping, transportation and activity rooms. The facility shall not be licensed as an assisted living center or a skilled nursing home. (*Ord. 15-74; 12-08-15*)

Room - A building or portion of a building that is arranged, occupied, or intended to be occupied as living or sleeping quarters but not including toilet or cooking facilities.

Salvage Yard - Any lot upon which two or more motor vehicles of any kind, which are incapable of being operated due to condition or lack of license, have been placed for the purpose of obtaining parts for recycling or resale.

Satellite Dish Antenna - An oval or round, parabolic apparatus capable of receiving communications from a transmitter relay located in planetary orbit. Usable satellite signals shall mean satellite signals, from the major communication satellites that, when viewed on a conventional television set, are at least equal in picture quality to those received from local commercial television stations or by way of cable television.

School District Bus Yard - Any premises owned and/or operated by an independent school district, or designee, used for the parking and storage of motor-driven buses.

School, Private or Parochial - A school operated by a private or religious agency or corporation other than an independent school district, having a curriculum generally equivalent to a public elementary or secondary school.

School, Public - A school operated by an independent school district and providing elementary or secondary curriculum.

Setback - See definition for Building Line.

Servant's Quarters - An accessory dwelling in a residential district for the sole use and occupancy of a member of the immediate family or a person or persons employed on the premises by the occupant on a full time basis as domestic help, such as a maid, yard man, chauffeur, cook or gardener, but not involving the rental of such facilities or the use of separate utility connections.

Sewage Treatment Plant/Pumping Station - A facility owned and/or operated by a private entity that is designed for the collection, removal, treatment, and/or disposal of water borne sewage.

Sexually Oriented Uses - An adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, escort agency, nude model studio, sexual encounter center, or other use that distributes, displays, or manufactures sexually oriented materials. Sexually Oriented Uses are subject to the requirements of Prosper Ordinance No. 89-2 as it exists or may be amended.

Shopping Center - A group of primarily retail and service commercial establishments planned, constructed and managed as a total entity with customer and employee parking provided on-site, provision for goods delivery separated from customer access, provision of aesthetically appropriate design and protection from the elements.

Single-Family Residence, Detached - A dwelling designed and constructed for occupancy by one (1) family and having no physical connection to a building located on any other separate lot or tract.

Small Engine Repair Shop - A shop for the repair of lawnmowers, chainsaws, lawn equipment, and other small engine equipment and machinery.

Stable, Commercial - A stable used for the rental of stall space for horses and/or mules or for the sale or rental of horses and/or mules.

Standard Masonry Construction - Having at least seventy five percent (75%) of the exterior walls of a building constructed of brick, stone or other Masonry Construction.

Story - That portion of a building, other than a basement, included between the surface of any floor and the surface of the floor next above it, or, if there be no floor above it, then the space between the floor and the ceiling next above it. The average height for a story shall be defined as twelve feet (12'). Multiple stories, or portions thereof, shall be a result of the number of stories and story height of twelve feet (12'). The definition of a story does not include parapets, gables, and other normal roof structures.

Story, Half - A single room within a dwelling unit above the second floor. A half-story will occupy no less than two-thirds (2/3) of the area under the roof, and shall have non-operating opaque windows for facades that face adjacent properties. Transparent windows may face the front yard. A half story containing independent apartment, living quarters, or bedroom shall be counted as a full story.

Street - Any dedicated public thoroughfare that affords the principal means of access to abutting property.

Street, Intersection - Any street that joins another street at an angle, whether or not it crosses the other.

Structural Alterations - Any change in the supporting members of a building, such as bearing walls or partitions, columns, beams, or girders, or any substantial change in the roof or in the exterior walls.

Structure - Anything that is built or constructed, an edifice or building of any kind, or a piece of work artificially built up or composed of parts joined together in some definite manner.

Storage or Wholesale Warehouse - A building used primarily for the storage of goods and materials.

Studio Dwelling - An accessory residence that is located in the same structure as, typically above, a commercial or office use in the Downtown Office or Downtown Commercial Districts. The minimum floor area for a studio residence shall be six-hundred fifty (650) square feet. Each individual office or commercial use may have one (1) accessory studio dwelling.

Taxidermist - An establishment whose principle business is the practice of preparing, stuffing, and mounting the skins of dead animals for exhibition in a lifelike state.

Telephone Exchange - A central switching hub servicing the public at large in which telephone lines are connected to permit communication.

Temporary Building - An industrialized or modular building or structure without a permanent foundation. Membrane structures shall not be considered a temporary building. (Ord. 2020-##; 08-11-2020)

Temporary Outdoor Lighting - The specific illumination of an outside area or object by any man-made device located outdoors that produces light by any means for a period of less than four (4) days with at least one-hundred and eighty (180) days passing before being used again.

Temporary Wireless Communications and Support Structures - Wireless communications and support structures as defined in this Section intended to provide service for a limited period of time per the conditions of a the regulating Specific Use Permit or intended to provide service on a temporary basis in conjunction with a special event, emergency situation, or equipment failure. (Ord 18-12; 01-23-18)

Theater, Drive-In - An open lot devoted to the showing of motion pictures or theatrical productions on a paid admission basis to patrons seated in motor vehicles.

Theater, Neighborhood - A building or part of a building devoted to the showing of motion pictures or for dramatic, musical, or live performances, with a maximum of ten (10) screens, stages, or combination thereof or a combined seating capacity of two thousand five hundred (2,500) or less.

Theater, Regional - A building or portion of a building used primarily for showing motion pictures or for dramatic, musical, or live performance having more than ten (10) screens, stages, or combination thereof or a combined seating capacity greater than two thousand five hundred (2,500).

Town - References to the "Town" shall mean the Town of Prosper.

Town Council - The governing body of the Town of Prosper, Texas.

Townhome (Single Family Dwelling, Attached) - A structure located on a lot with fee simple ownership and containing three to eight dwelling units with each unit designed for occupancy by one family and each unit attached to another by a common wall. (Ord. 2020-##; 08-11-2020)

Tract - An area, parcel, site, piece of land, or property that is the subject of a zoning or development application.

Trailer, Hauling - A vehicle to be pulled behind a motor vehicle that is designed for hauling animals, produce, goods or commodities, including boats.

Trailer/Mobile Home Display and Sales - The offering for sale, storage, or display of trailers or mobile homes on a parcel of land but excluding the use of such facilities as dwellings either on a temporary or permanent basis.

Trailer Rental - The display and offering for rent of trailers designed to be towed by light load vehicles.

Trailer, Travel or Camping - A portable or mobile living unit designed to be towed behind another vehicle and used for temporary human occupancy. A Travel or Camping Trailer shall not serve as the principal place of residence of the occupants.

Transit Center - Any premises, including bus stations, for the loading and unloading of passengers and the temporary parking of transit vehicles between routes or during stopovers and excluding overnight parking and storage of transit vehicles.

Tree - Any self-supporting woody perennial plant which has one well defined trunk diameter of four and one-half inches (4½") or more in diameter when measured at a point four and one-half feet (4½') above the natural ground level and which normally attains a height of at least twelve feet (12') at maturity.

Tree Permit - An official document or certificate issued by the Town of Prosper authorizing the removal of a tree in accordance with Chapter 4, Section 3 of this Ordinance.

Tree, Protected - A tree that is determined to be healthy by the Director of Development Services, or his/her designee, and meets one of the following requirements:

- Any tree, regardless of species, six inches (6") or larger in diameter when measured at a point four and one-half feet (4½') above the ground level and which normally attains a height of at least twelve feet (12') at maturity, and located within a 100-year floodplain.
- Any tree, except those species listed below, six inches (6") or larger in diameter when measured at a point four and one-half feet (4½') above the ground level and which normally attains a height of at least twelve feet (12') at maturity, and located outside of the 100-year floodplain.
- Any protected tree forty inches (40") or larger in diameter when measured at a point four and one-half feet (4 ½') above ground level and which normally attains a height of least twelve feet (12') at maturity; or any tree deemed to be of historical significance.

The following trees shall not be included in the above definition of Protected Trees:

Silver Leaf Maple	<i>Acer saccharinum</i>
Hackberry, Texas Sugarberry	<i>Celtis laevigata</i>
Honey Locust	<i>Gleditsia triacanthos</i>
Bois d' Arc	<i>Maclura pomifera</i>
Mimosa	<i>Mimosa sp.</i>
Mulberry	<i>Morus rubra</i>
White Poplar	<i>Populus alba</i>
Cottonwood	<i>Populus deltoides</i>
Mesquite	<i>Prosopis glandulosa</i>
Willow	<i>Willow sp.</i>

(Ord. No. 18-23; 03-27-18)

Tree, Replacement or Transplanted - Any tree that is listed under Chapter 4, Section 3 of this Ordinance, as it exists or may be amended, and/or utilized for mitigation of Protected Trees that have been, or are required to be, removed and replaced or transplanted under the requirements of this Ordinance. A replacement tree is one that has been planted to mitigate the removal of a tree from the property. A transplanted tree is one that exists on the property and is relocated within the property. A tree must have a minimum size of three (3) inches when measured at a point twelve inches (12") above the natural ground level and will normally attain a height of at least twelve feet (12') at maturity to be considered a replacement or transplanted tree.

Trees, Stand of - A group of six (6) or more protected trees that have a combined caliper measurement of forty-eight inches (48") or greater and each tree is within twenty (20) linear feet of another tree within the group. The distance measurement shall occur at natural grade from edge of trunk to edge of trunk.

Truck - A light or heavy load vehicle (see definitions for Light and Heavy Load Vehicle).

Truck/Bus Repair - An establishment providing major and minor repair services to panel trucks, vans, trailers, recreational vehicles, or buses.

Truck Sales, Heavy Trucks - The display, storage, sale, leasing, or rental of new or used panel trucks, vans, trailers, recreational vehicles, or buses in operable condition.

Truck Terminal - An area and building where cargo is stored and where trucks, including tractors and trailer units, load and unload cargo on a regular basis, including facilities for the temporary storage of loads prior to shipment.

Two Family Residence - A detached dwelling designed with a common vertical wall between units and to be occupied by two (2) families living independently of each other.

Units per Acre - A measurement of residential density, the number of residential living units permitted to be developed on a Net Acre of land.

Usable Open Space - An area or recreational facility that is designed and intended to be used for outdoor living and/or recreation. An area of common usable open space shall have a slope not exceeding ten percent (10%); shall have no dimension of less than fifteen feet (15'); and may include recreational facilities, water features, required perimeter landscape areas, flood plain areas and decorative objects such as art work or fountains. Usable open space shall not include: required sidewalks, rooftops, accessory buildings, except those portions or any building designed specifically for recreational purposes, parking areas, landscaped parking requirements, driveways, turn-rounds or the right-of-way or easement for streets or alleys.

Utility Distribution/Transmission Facility - Facilities, including subsidiary stations, which serve to distribute, meter, transmit, transform, or reduce the pressure of gas, water, or electric current.

Variance - An adjustment in the application of the specific regulations of the Zoning Ordinance to a particular parcel of property which, because of special conditions or circumstances of hardship peculiar to the particular parcel, is necessary to prevent the property from being deprived of rights and privileges enjoyed by other parcels in the same vicinity and zoning district. Only the Board of Adjustment of the Town of Prosper can grant a variance, in accordance with the Chapter 211 of the Texas Local Government Code, as amended.

Veterinarian Clinic and/or Kennel, Indoor - An establishment, not including outside pens, where animals and pets are admitted for examination and medical treatment, or where domesticated animals are housed, groomed, bred, boarded, trained, or sold for commercial purposes.

Veterinarian Clinic and/or Kennel, Outdoor - An establishment with outdoor pens, where animals and pets are admitted for examination and medical treatment, or where domesticated animals are housed, groomed, bred, boarded, trained, or sold for commercial purposes.

Water Treatment Plant - A facility owned and/or operated by a private entity that is used to alter the physical, chemical, or biological quality of water.

Wind Energy System - A wind energy conversion system consisting of a wind turbine, a tower, and associated control or conversion electronics, which has a rated capacity of not more than 10kW and is intended to reduce on-site consumption of electricity.

Winery - A manufacturing facility designed to place wine into a bottle or other container for wholesale and limited retail distribution. A winery is subject to compliance with the Texas Alcoholic Beverage Code, as it exists or may be amended, and permitting by the Texas Alcoholic Beverage Commission.

Wireless Communications and Support Structures - An antenna and its supporting structures, and any appurtenances intended for transmitting or receiving electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals, data transmission, television signals, or other or similar forms of electronic communication. (*Ord. 18-12; 01-23-18*)

Yard - An open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except where otherwise specifically provided in this Ordinance that the building or structure may be located in a portion of a yard required for a main building. In measuring a yard for the purpose of determining the width of the side yard, the depth of a front yard or the depth of a rear yard, the shortest horizontal distance between the lot line and the main building shall be used.

Yard, Front - A yard located in front of the front elevation of a building and extending across a lot between the side yard lines and being the minimum horizontal distance between the front property line and the outside wall of the main building.

Yard, Rear - The area extending across the rear of a lot measured between the lot lines and being the minimum horizontal distance between the rear lot line and the rear of the outside wall of the main building. On both corner lots and interior lots, the rear yard shall in all cases be at the opposite end of the lot from the front yard.

Yard, Side - The area between the building and side line of the lot and extending from the front lot line to the rear lot line and being the minimum horizontal distance between a side lot line and the outside wall of the side of the main building.

Zoning District Map - The official map upon which the boundaries of the various Zoning Districts are drawn and which is an integral part of this Ordinance.

SECTION 1 SITE PLAN PROCESS

(Ord. 2020-##; 08-11-2020)

1.1 GENERAL

This Section establishes a site plan review process for land development. The process involves a series of two plans, progressing from a generalized evaluation of a site and development concept to approval of a detailed development plan.

The first plan is a Preliminary Site Plan. This plan presents detailed information on building layout, parking, drives, landscaping, screening, and other site improvements. Preliminary Site Plan approval assures the applicant that the general layout is acceptable prior to proceeding with detailed engineering and design work. Site Plan approval is the final step in the process. A Site Plan is a detailed, scaled drawing of all surface improvements, structures and utilities proposed for development. Site plan approval is required prior to a construction release and prior to the issuance of building permits. Preliminary Site Plans and Site Plans require review and approval by the Planning & Zoning Commission.

The purpose of this process is to:

- A. Ensure compliance with adopted Town development regulations and other applicable regulations for which the Town has enforcement responsibility.
- B. Promote safe, efficient and harmonious use of land through application of Town-adopted design standards and guidelines.
- C. Protect and enhance the Town's environmental and aesthetic quality.
- D. Ensure adequate public facilities to serve development.
- E. Prevent or mitigate adverse development impacts, including overcrowding and congestion.
- F. Aid evaluation and coordination of land subdivision.
- G. Promote the public health, safety and welfare.

1.2 APPLICABILITY

The site plan review process shall apply to:

- A. Nonresidential development, except for Agricultural buildings and temporary field construction offices/staging areas as permitted by the Building Official.
- B. Multifamily residential development having more than four dwelling units.
- C. Mobile home parks.
- D. Parking lot development, reconstruction or reconfiguration of more than twenty (20) spaces.

1.3 SUBMISSION OF APPLICATIONS

Applications for approval of plans required by this Section must be submitted to the Planning Division. A calendar of official submittal dates for items requiring Planning & Zoning Commission approval shall be published by the Town thirty (30) days prior to the beginning of each calendar year. All applications received on a date other than an official submittal date shall be dated received on the next official submittal date. Applications must be complete for acceptance, in accordance with Chapter 1, Section 9.

1.4 FEES, FORMS AND PROCEDURES

The Town Council shall establish a schedule of fees relating to the site plan approval process. The Director of Development Services may establish procedures, forms and standards with regard to the content, format and number of copies of information constituting an application for preliminary site plans and site plans.

1.5 PRELIMINARY SITE PLAN

A. General

A preliminary site plan is the first plan in the site plan approval process. The purpose of the plan is to:

1. Ensure compliance with applicable development regulations and previously approved, valid plans affecting development of the property.
2. Determine the placement, configuration, coverage, size and height of buildings.
3. Determine the design of public street improvements and right-of-way, the design and location of drives, aisles and parking.
4. Determine location and preliminary design of open space, landscaping, walls, screens and amenities.
5. Determine the preliminary design of drainage facilities and utilities.

B. Applicability

Except as provided in Chapter 4, Section 1.6(A), an approved, valid preliminary site plan shall be required prior to the consideration of a site plan for development property defined in Chapter 4, Section 1.2. The plan must include all contiguous property of common ownership, except that approved platted lots that are not part of the intended development may be shown for informational purposes only.

C. Application Procedure and Requirements

1. **Pre-Application** – Before preparing a preliminary site plan, the applicant shall meet with Planning Division staff to discuss the application procedure and requirements, and review the proposed development concept.
2. **General Application** – The property owner, or an authorized representative, shall submit an application for the approval of a Preliminary Site Plan. This application shall include the information listed in the Development Manual.
3. **Additional Requirements** – In addition to meeting the requirements for preliminary site plan approval, the following approvals may be necessary: (such applications and plans shall be accepted for filing, however, prior to approval of the preliminary site plan, and failure to submit such applications prior to approval of the preliminary site plan shall be grounds for denial or rejection of the preliminary site plan).
 - a. Preliminary plat, if applicable.
 - b. Preliminary utility plans, if applicable.
4. **Standards of Approval** – The Planning & Zoning Commission may approve, conditionally approve, table or deny a Preliminary Site Plan based on:
 - a. Conformance with the Comprehensive Plan and adopted design guidelines.
 - b. Compliance with the Zoning Ordinance and other applicable regulations and previously approved, valid plans for the property.
 - c. Impact on the site's natural resources.

- d. Affect on adjacent and area property and land use.
 - e. Safety and efficiency of vehicular and pedestrian circulation, traffic control and congestion mitigation.
 - f. Safety and convenience of off-street parking and loading facilities.
 - g. Access for fire fighting and emergency equipment to buildings.
 - h. Use of landscaping and screening to shield lights, noise, movement or activities from adjacent properties and to complement the design and location of buildings and parking.
 - i. The location, size and configuration of open space areas to ensure that such areas are suitable for intended recreation and conservation uses.
5. **Effect** – Approval of a preliminary site plan by the Planning & Zoning Commission shall constitute authorization by the Town for the land owner(s) to submit an application for final site plan approval for development of the entire site or a portion thereof provided that the site plan conforms to the preliminary site plan and any conditions attached to its approval. During the time the preliminary site plan remains valid, the location of buildings, landscaped areas, open space, streets, drives, fire lanes, median breaks, curb cuts and parking shall remain fixed except as to permit minor adjustments resulting from subsequent engineering of improvements or to prevent a condition affecting public health or safety which was not known at the time of approval. Except where authorized by ordinance, a preliminary site plan may not be used to approve an exception to development regulations. Where an approved plan conflicts with an adopted regulation and no variance or exception is expressly approved, the regulation shall apply.
 6. **Lapse** – The approval of a preliminary site plan shall be effective for a period of two (2) years from the date that the preliminary site plan is approved by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received approval of a site plan by the Planning & Zoning Commission. If a site plan is not approved within such two (2) year period, the preliminary site plan approval is null and void. If site plan approval is only for a portion of the property, the approval of the preliminary site plan for the remaining property shall be null and void. The applicant shall be required to submit a new preliminary site plan for review and approval subject to the then existing regulations.
 7. **Appeal** – The applicant, Director of Development Services, or a simple majority of the Town Council may appeal the decision of the Planning & Zoning Commission by submitting a written notice of appeal to the Planning Division. The applicant or Director of Development Services must submit said written notice of appeal no later than fourteen (14) days from the date of such decision. The Town Council shall consider and act on whether it will appeal the Commission's decision no later than fourteen (14) days from the date of such decision or at its first regular meeting (for which there is time to post an agenda as required by law) that occurs after the Commission meeting at which the decision was made, whichever is later. Written notice of the Town Council's vote to appeal shall be submitted to the Planning Division within seven (7) days of the Town Council's vote. The Town Council shall consider the appeal at a public meeting no later than forty-five (45) days after the date on which the notice of appeal is submitted to the Planning Division. The Town Council may affirm, modify, or reverse the decision of the Planning & Zoning Commission.

1.6 SITE PLAN

A site plan is the final plan required in the site plan approval process. The site plan is a detailed plan of the public and private improvements to be constructed. The purpose of the plan is to:

- Ensure compliance with applicable development regulations and previously approved, valid plans affecting development of the property.

- Coordinate and document the design of public and private improvements to be constructed.
- Coordinate the subdivision of land, including the granting of easements, development agreements and provision of surety.

A. Applicability

An approved and valid site plan shall be required prior to the approval of any construction plan and permit for any development defined in Chapter 4, Section 1.2 of this Ordinance. An approved, valid preliminary site plan is required prior to the consideration of a site plan except as provided below:

1. Development of a single building on one lot not exceeding three (3) net acres and where the lot is not being subdivided from a larger property.
2. Development of property proposed to occur in a single phase.
2. Development of parking or outside storage areas.
3. Development of utilities and non-occupied structures.
4. Development of outdoor recreation structures and amenities.

B. Application Procedure and Requirements

1. **Pre-application** – Before preparing a site plan, the applicant shall meet with Planning Division staff to discuss the procedures for approval and to review the general concept of the proposed development.
2. **General Application** – The property owner shall submit an application for the approval of a Site Plan. This application shall include the information listed in the Development Manual.
3. **Additional Requirements** – The following plans shall be submitted with a site plan application and approval is necessary prior to final authorization for development:
 - a. Final plat or replat.
 - b. Engineering plans.
 - c. Landscape plans.
 - d. Facade plan, if applicable.
 - e. Other approvals as required by ordinance or resolution.
4. **Standards of Approval** – Where application for site plan approval is made for development defined on an approved, valid preliminary site plan, the Planning & Zoning Commission may approve, conditionally approve or deny the application based upon the criteria listed below:
 - a. Conformance with the Comprehensive Plan and adopted design guidelines.
 - b. Compliance with the Zoning Ordinance and other applicable regulations and previously approved, valid plans for the property.
 - c. The design and location of off-street parking and loading facilities to ensure that all such spaces are usable and are safely and conveniently arranged.
 - d. The width, grade and location of streets designed to accommodate prospective traffic and to provide access for fire fighting and emergency equipment to buildings.
 - e. The use of landscaping and screening (1) to provide adequate buffers to shield lights, noise, movement or activities from adjacent properties when necessary, and (2) to complement the design and location of buildings and be integrated into the overall site design.

- f. The location, size and configuration of open space areas to ensure that such areas are suitable for intended recreation and conservation uses.
 - g. Protection and conservation of soils from erosion by wind or water or from excavation or grading.
 - h. Protection and conservation of water courses and areas subject to flooding.
 - i. The adequacy of streets, water, drainage, sewerage facilities, garbage disposal and other utilities necessary for essential services to residents and occupants.
5. **Effect** – Approval of a site plan is the Town's authorization to apply for approval of building permits and to receive approval of engineering plans. During the time the site plan remains valid the Town shall not apply any additional requirements concerning building placement, streets, drives, parking, landscaping or screening. Site plan approval is separate and distinct from other permits and approvals as may be required by the Town and other regulatory agencies. Approval of a site plan shall not affect other applicable regulations concerning development and land use. Except where authorized by ordinance, a site plan may not be used to approve a variance to development regulations. Where an approved plan conflicts with an adopted regulation and no variance or exception is expressly approved, the regulation shall apply.
 6. **Lapse** – The approval of a site plan shall be effective for a period of eighteen (18) months from the date of approval by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received approval of engineering plans and building permits. If the engineering plans and building permits are not approved, the site plan approval, together with any preliminary site plan for the property, is null and void. If engineering plans and permits have been approved only for a portion of the property and for improvements, the site plan for the remaining property and/or improvements, together with any preliminary site plan for the property, shall be null and void. The applicant shall be required to submit a new preliminary site plan and, subsequently, a new site plan consistent therewith, for review and approval by the Planning & Zoning Commission subject to the then existing regulations (see Chapter 4, Section 1.6(B)). Site plan approval shall expire upon completion of the improvements shown on the plan. Subsequent additional development, site modifications and redevelopment shall be permitted in accordance with Chapter 4, Section 1.10.
 7. **Appeal** – The applicant, Director of Development Services, or a simple majority of the Town Council may appeal the decision of the Planning & Zoning Commission by submitting a written notice of appeal to the Planning Division. The applicant or Director of Development Services must submit said written notice of appeal no later than fourteen (14) days from the date of such decision. The Town Council shall consider and act on whether it will appeal the Commission's decision no later than fourteen (14) days from the date of such decision or at its first regular meeting (for which there is time to post an agenda as required by law) that occurs after the Commission meeting at which the decision was made, whichever is later. Written notice of the Town Council's vote to appeal shall be submitted to the Planning Division within seven (7) days of the Town Council's vote. The Town Council shall consider the appeal at a public meeting no later than forty-five (45) days after the date on which the notice of appeal is submitted to the Planning Division. The Town Council may affirm, modify, or reverse the decision of the Planning & Zoning Commission.

1.7 AMENDMENTS

At any time following the approval of a preliminary site plan or site plan, and before the lapse of such approval the property owner(s) may request an amendment. Amendments shall be classified as major and minor. Minor amendments shall include corrections of distances and dimensions, adjustments of building configuration and placement, realignment of drives and aisles, layout of parking, adjustments to open space, landscaping and screening, changes to utilities and service locations which do not substantially change the

original plan. Any increase of building height or proximity to an adjacent (off-site) residential use shall not be considered a minor amendment. The Director of Development Services or his/her designee may approve or disapprove a minor amendment. Disapproval may be appealed to the Planning & Zoning Commission and Town Council (see Chapter 4, Section 1.6(B)(7) for appeal procedure). All other amendments shall be considered major amendments and will be considered by the Planning & Zoning Commission at a public meeting in accordance with the same procedures and requirements for the approval of a plan.

1.8 EXTENSION PROCEDURE

- A. A property owner, or his/her representative, may request extension of an approved preliminary site plan if such request is submitted to the Director of Development Services, or his/her designee at least thirty (30) days prior to lapse of such plan as provided in these regulations. The preliminary site plan may be extended up to twelve (12) months. Application for the extension shall be made by submitting a development application to the Town's Planning Division on or before one of the Town's official submittal dates for development requests. The application shall be accompanied by a letter detailing the reason for the extension and by the required number of copies of the plan. If the Director of Development Services or his/her designee denies the extension, the applicant may request an appeal to the Planning & Zoning Commission in writing within fourteen (14) days of such denial. If the Planning & Zoning Commission denies the extension, the applicant may request an appeal to the Town Council in writing within fourteen (14) days of such denial.

In reviewing an extension request, the Director of Development Services or his/her designee shall consider the following:

- Has a site plan been submitted for any portion of the property shown on the preliminary site plan?
- Does the preliminary site plan comply with new ordinances, those approved after the initial approval of the preliminary site plan, that impact the health, safety, and general welfare of the community?
- Are there adequate public facilities, such as parks or schools, in the area surrounding the property?

Negative answers to any of the above shall be grounds to deny the extension or approve the extension with conditions. In granting any extension, the Director of Development Services or his/her designee, the Planning & Zoning Commission, upon appeal, or the Town Council, upon appeal, may apply current development standards to the application, or make such other conditions as are needed to assure that the land will be developed in a timely fashion and that the public interest is served. A second one (1) year extension may be requested using the same process after the expiration of the initial extension.

- B. A property owner, or his/her representative, may request extension of an approved site plan if such request is submitted to the Director of Development Services, or his/her designee at least thirty (30) days prior to lapse of such plan as provided in these regulations. Site plans may be extended up to six (6) months. Application for the extension shall be made by submitting a development application to the Town's Planning Division on or before one of the Town's official submittal dates for development requests. The application shall be accompanied by a letter detailing the reason for the extension and by the required number of copies of the plan. If the Director of Development Services or his/her designee denies the extension, the applicant may request an appeal to the Planning & Zoning Commission in writing within fourteen (14) days of such denial. If the Planning & Zoning Commission denies the extension, the applicant may request an appeal to the Town Council in writing within fourteen (14) days of such denial.

In reviewing an extension request, the Director of Development Services or his/her designee shall consider the following:

- Has the preparation of civil engineering plans progressed, a grading permit been issued, or construction commenced?

A negative answer to the above shall be grounds to deny the extension. In granting an extension, the Director of Development Services or his/her designee, the Planning & Zoning Commission, upon appeal, or the Town Council, upon appeal, may apply current development standards to the application, or make such other conditions as are needed to assure that the land will be developed in a timely fashion and that the public interest is served. A second six (6) month extension may be requested using the same process after the expiration of the initial extension.

- C. In determining whether to grant such request, the Director of Development Services or his/her designee, the Planning & Zoning Commission, and/or the Town Council shall take into account the reasons for the requested extension, the ability of the property owner to comply with any conditions attached to the original approval and the extent to which newly adopted regulations shall apply to the plan. The Director of Development Services or his/her designee, the Planning & Zoning Commission, and/or the Town Council shall extend or reinstate the plan, with or without conditions, or deny the request, in which instance the property owner must submit a new application for approval.
- D. The Director of Development Services or his/her designee, the Planning & Zoning Commission, and/or the Town Council may extend or reinstate the approval subject to additional conditions based upon newly enacted regulations or such as are necessary to assure compliance with the original conditions of approval. The Director of Development Services or his/her designee, the Planning & Zoning Commission, and/or the Town Council may also specify a shorter time for lapse of the extended plan than is applicable to original approvals.

1.9 REVOCATION OF APPROVAL

The Town Council or the Planning & Zoning Commission may revoke approval of a preliminary site plan or site plan if it determines that the conditions of the approval have not been met or if the plan contains, or is based upon, incorrect information. The Town shall notify an applicant within fourteen (14) days of such revocation of approval via U.S. Postal Service.

1.10 ADDITIONAL DEVELOPMENT AND REDEVELOPMENT

Following the completion of improvements shown on an approved site plan, additional development, site modifications or redevelopment of the site shall be permitted subject to the approval of a revised site plan. Minor expansions and redevelopment may be approved by the Director of Development Services or his/her designee under the terms of Chapter 4, Section 1.7. All other expansions or redevelopment shall require submittal of a revised site plan and the approval of the Planning & Zoning Commission under the requirements and procedures then in effect.

1.11 WAIVER OF CERTAIN DEVELOPMENT REGULATIONS BY THE TOWN MANAGER

(Ord. No. 2020-43; 05-12-20)

Notwithstanding the authority granted to the Director of Development Services or his/her designee to approve or disapprove minor amendments, pursuant to Subsection 1. 7 of this Section, as amended, the Town Manager is hereby authorized to approve minor waivers or exceptions to any of the following development regulations contained in this Chapter: site plan requirements (Section 1), landscaping (Section 2), tree mitigation (Section 3), parking and loading requirements (Section 4), screening fences and walls (Section 5), outdoor lighting (Section 6), accessory buildings (Section 7), and non-residential design and development (Section 8), all as amended.

In no event shall the Town Manager approve any waiver or exception to a requirement that would (1) alter the permitted uses on the property; (2) increase the permitted density; (3) increase any permitted building

height; (4) reduce any required setbacks; or (5) alter any façade requirements. Moreover, the Town Manager is not authorized and shall not approve any waiver or exception for any development requirement contained in a duly-authorized development agreement, including any requirements relative to building products or materials, or aesthetic method in the construction, renovation, maintenance or other alteration of a building.

SECTION 2 LANDSCAPING

(Ord. 2020-##; 08-11-2020)

2.1 PURPOSE

The purpose of this Section is to provide for the orderly and aesthetic development of the Town and to promote the health, safety and general welfare of the community. It is the intent of this Section to achieve the following:

- A balance between the need for landscape treatments and the need for commercial growth in the Town.
- Promote a flexible attitude of enforcement sufficient to meet the spirit and intent of these requirements.
- To aid in stabilizing the environment's ecological balance by contributing to the processes of air purification, oxygen regeneration, ground-water recharge, storm water runoff retardation and erosion control.
- Provide for the separation and buffering of incongruous uses and intensity of activities; and provide for the visual softening of building masses.
- Reduce glare from paved surfaces, dust nuisances and the impact of noise.
- Protect and promote the value of residential and commercial properties within the Town.
- Promote a positive image for the attraction of new business enterprises within the Town.
- Encourage the protection of healthy trees and vegetation and promote the natural ecological environmental and aesthetic qualities of the Town.

Therefore, landscaping is required of new development and altered or repaired construction on all developments, and construction of the developments shall conform to the standards in this Section (the "Landscape Standards").

2.2 SCOPE

The standards and criteria contained in this Section are the minimum standards for all new development and existing developments that are expanding or redeveloping thirty (30) percent or more of that development. For the purposes of this Section, expanding or redeveloping shall be based on the impacted building area. All construction in these developments shall conform to this Section. In addition, any use requiring a Specific Use Permit (SUP) or any property having a Planned Development (PD) zoning designation must comply with these Landscape Standards or the standards set forth in the SUP or PD zoning designation, whichever is more restrictive. The provisions of this section shall be administered and enforced by the Director of Development Services, or his/her designee. For new construction, Landscape Standards shall be shown on a Landscape Plan as required in this Section.

A. Permits

No permits will be issued for building, paving, utilities or construction until a Landscape Plan is submitted and approved by the Town. A Certificate of Occupancy will not be issued until the Landscape Plan approved by the Town has been installed in accordance with that plan and approved by the Town.

If a Certificate of Occupancy is sought during a season of the year in which the Town determines that it would be impractical to plant trees, shrubs or grass, or to lay turf, the developer/owner will deposit with the Town a sum of money equal to the cost of installing all or the remaining portion of the approved Landscape Plan. In lieu of paying cash, the developer/owner may provide financial assurance of payment of the cost of installing the Landscape Plan acceptable to the Town, which will remain in effect until the Landscape Plan is installed and accepted by the Town. The Landscape Plan will be installed within six (6) months of final acceptance of the development by the Town or issuance of the first certificate of occupancy within the development. Failure to do so will be a violation of this Ordinance and subject to the penalties contained herein.

B. Enforcement

If at any time after the issuance of a Certificate of Occupancy, the landscaping that was installed does not conform to the Landscape Plan or the Landscape Standards, the Town will issue notice to the property owner, tenant and/or agent, citing the violation and describing the action required to comply with this Section. The owner, tenant or agent shall have thirty (30) days from date of said notice to comply with approved Landscape Plan. If the landscaping is not installed within the allotted time, the property owner, tenant, and agent shall be in violation of this Ordinance. In addition to any other remedy available to the Town, the Certificate of Occupancy for that property may be revoked.

2.3 LANDSCAPE PLAN

- A. A landscape plan shall be submitted in conjunction with a site plan and/or final plat for all developments. A landscape plan is not required for individual single family lots. With the exception of properties consisting of less than two (2) acres and located in DTO, DTR, or DTC district, the landscape plans shall be prepared by a Landscape Architect and shall contain the information outlined in the Development Manual.

2.4 MAINTENANCE (*Ord. No. 17-74; 09-26-17*)

- A. The owner, tenant and/or their agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping required by this Ordinance. All plant material shall be perpetually maintained in a healthy and growing condition as is appropriate for the season of the year. Plant materials that die shall be replaced by property owner, tenant or agent with plant material of similar variety and size, within thirty (30) days of notification by the Town or a date approved by the Town.
- B. All trees located on Town Property shall be cared for by the Town unless that responsibility is transferred to another entity through a Council-approved agreement. The Director of the Parks and Recreation Department shall ensure that the Town, or its contractor, monitors and cares for trees in a way that promotes a healthy and growing urban forest, is performed according to ANSI A300, "Standards for Tree Care Operations," and tree care best management practices published by the International Society of Arboriculture. It shall be unlawful to remove, prune, damage or otherwise harm trees on Town property without permission from the Director of the Parks and Recreation Department. The Parks and Recreation Department shall be responsible for developing and updating an annual work plan. This work plan shall document what maintenance activities are being performed and scheduled each year. The Parks and Recreation Board may appoint an advisory committee to focus on issues and initiatives that pertain to any Urban Forest that is located on public lands.

2.5 GENERAL STANDARDS

The following criteria and standards shall apply to landscape materials and installation:

- A. All required landscaped open areas shall be completely covered with living plant material. Mulch and other materials can be used around required shrub and tree plantings. Supplemental plantings or design elements that are beyond requirements can be submitted for Town review and approval at any time. Landscape Plans must meet the minimum requirements of this Section prior to approval by the Town.
- B. Plant materials shall conform to the standards of the approved plant lists in this Section and substitutions of plant material may be approved by the Town. The quantity of plant material required by this Section must equal or exceed the minimum number of plants required by this Section. Unless otherwise noted on the approved Landscape Plan, required plant material can be placed in groupings or utilized in appropriate planting designs that are proposed by the applicant and approved by the Town.
- C. Trees shall have an average spread of crown of greater than fifteen (15) feet at maturity. Trees having a lesser average mature crown of fifteen (15) feet may be substituted by grouping the same so as to create the equivalent of fifteen (15) feet crown of spread. Unless otherwise specified herein, trees shall be of a minimum of three (3) inches in caliper as measured twelve (12) inches above natural soil level and seven (7) feet in height at time of planting.
- D. Shrubs other than dwarf variety shall be a minimum of two (2) feet in height when measured immediately

after planting. A screening hedge, where required, shall be planted and maintained so as to form a continuous, unbroken, solid visual screen that will be three (3) feet in height within one (1) year after planting. Any parking area abutting the landscape perimeter will be screened from the adjacent street as approved by the Town. Parking areas that are beyond sixty (60) feet from the property line do not require screening unless adjacent to a residential zoning district or a residential development.

- E. Ground covers used in lieu of grass must provide complete coverage within one (1) year of planting. Ground cover planting must provide and maintain adequate coverage as approved by Town.
- F. Earthen berms shall not exceed a 3:1 slope (three (3) feet of horizontal distance for each one (1) foot of height). All berms will contain adequate drainage and preventive erosion measures as may be required by the Town. Berms shall not include construction debris. Slippage or damage to the smooth finish grade of the berm must be corrected prior to acceptance by Town.
- G. Large Trees must be planted four (4) feet or greater from curbs. Large trees shall be placed a minimum of four (4) feet from sidewalks, utility lines, screening walls and/or other structures. Ornamental trees can be placed closer than four (4) feet with approval from the Town. Any reduction in spacing requires a root barrier approved by the Town. Utility installation that includes common trench and conduit banks is exempt from the Large Tree planting distance requirements. The Town has final approval for all tree placements. The Landscape Plan will show the size and location of duct banks.
- H. Evergreen trees such as conifers intended for screening will have a minimum height of six (6) feet at the time of planting. Evergreen shrubs intended for required screening shall be a minimum of seven (7) gallons and be capable of attaining six (6) feet in height in two growing seasons.
- I. A Tree Permit, in accordance with Chapter 4, Section 3.3, and/or grading permit is required for all clear-cutting and/or mass removal of under-story or wooded areas.
- J. All driveways will maintain visibility as approved by the Town. Landscaping shall not impede visibility affecting the health, safety, and welfare of the public.
- K. All plantings intended for erosion control will be maintained by the land owner, applicant, or tenant. The Town may require re-vegetation to prevent erosion or slippage.
- L. Small trees may be substituted for Large Trees at the rate of three (3) small trees for each one (1) large tree (3:1) with approval of the Town. Unless otherwise specified herein, small trees will have a minimum size of three (3) inch caliper.
- M. New or proposed plant materials will be measured and sized according to the Texas Association of Nursery (TAN) standards.
- N. Other plant materials in excess of the quantities required in this Ordinance may be smaller than the required material. All shrubs intended for public, non-residential, or multi-families developments should be at least two (2) gallons or more.
- O. Alternate designs may be considered by the Town to conform to the intent of this Ordinance. Any alternate design requires Town approval. The alternate method of utilizing large quantities of small material may include, but are not limited to:
 - One (1) five (5) gallon shrub = Two (2) three (3) gallon or four (4) two (2) gallon
 - One (1) three (3) inch large tree = Three (3) three (3) inch ornamental trees

All substitutions are subject to Town approval and must be specified on the approved Landscape Plan.
- P. The right-of-way adjacent to required landscape areas shall be maintained by the adjacent property owner in the same manner as the required landscape area.
- Q. Existing trees on a property that are preserved may be used to meet the requirements of this Section upon

approval by the Town.

1. Existing trees approved by the Town for credit are to remain in a living and growing condition. Any existing tree for which credit was given that dies shall be replaced on the same basis as set forth in this Section.
2. Large groups of small or under-story trees are eligible for tree preservation credits with approval from the Town. Credits shall be indicated on the landscape plan.
3. Credit will be revoked where trees intended for preservation credits are damaged due to, among other things, construction, broken branches, soil compaction or soil cut/fill.

2.6 LANDSCAPE AREA REQUIREMENTS

A. Single Family, Two Family (Duplex), Town Home, and Mobile Home Landscape Area Requirements

1. Trees from the Large Tree list in Section 2.7 below shall be planted on all Single-Family Detached, Two Family (Duplex), and Town Home lots. Trees shall be planted to meet the total number of caliper inches referenced in the table below. Required trees shall not be smaller than three (3) caliper inches. A minimum of one (1) - four (4) caliper inch tree(s) shall be located in the front yard of all residential lots less than 7,000 square feet in size. A minimum of two (2) - four (4) caliper inch trees shall be located in the front yard of all residential lots 7,000 square feet in size and larger. The remaining required Large Trees may be placed in the front or rear of the residential lot. The total caliper inches of Large Trees and number of shrubs are required as shown in the table below.

<u>Size of Lot (sq. ft.)</u>	<u>Caliper Inches</u>	<u>Number of Shrubs</u>
2,500 - 6,999	4	12
7,000 - 8,999	8	15
9,000 - 19,999	11	20
20,000+	14	25

(Ord. 15-55; 09-22-15)

2. A minimum of one (1) tree from the Large Tree list in Section 2.7 below shall be planted in the side yard area adjacent to the street on a corner lot. When more than two (2) trees are required per lot, the corner lot, side yard tree may count toward the requirement. Street trees (trees located in the parkway area between the curb and the sidewalk) adjacent to the side yard of a corner lot may count toward the requirement. (Ord. 15-55; 09-22-15)
3. Ground cover shall be planted in the front, side, and rear yards of all residential lots. Ground cover includes, but is not limited to: grasses, shrubs, mulched planter beds, and hardscape.
4. Required shrubs shall be a minimum of three (3) gallon in size when planted and shall be planted in the front yard of all residential lots.
5. All landscaping required above shall be planted prior to issuance of the certificate of occupancy on the dwelling.
6. Two Family (Duplex) and Townhome Open Space. Each parcel of land developed under the 2F or TH standards shall provide usable open space totaling ten (10) percent for 2F and twenty (20) percent for TH of the area being developed. The open space shall be computed on the percentage of total platted area in the subdivision, excluding right-of-way dedicated major thoroughfares. This open space shall be owned and maintained by a homeowners' association. Areas provided as usable open space shall meet the following criteria:
 - a. All residential lots must be located within fourteen hundred (1,400) feet of a usable open space area as measured along a street. In order to preserve existing trees or should a property have

unique topography, size, or configuration, this distance may be increased by the Planning & Zoning Commission with approval of the plat.

- b. All open space areas shall be minimum of twenty thousand (20,000) square feet with no slope greater than ten (10) percent and no width less than fifty (50) feet. The Planning & Zoning Commission may give full or partial credit with approval of the plat for open areas that exceed the maximum slope or that are otherwise unusable, if it is determined that such areas are environmentally or aesthetically significant.
- c. Open space areas must be easily viewed from adjacent streets and homes. Open space areas must abut a street on a minimum of forty (40) percent of the perimeter of the open space. However, the perimeter street requirement may be reduced to thirty (30) percent with Planning & Zoning Commission approval of the preliminary plat when:
 - i. preserving existing trees;
 - ii. preserving natural geographic features; or
 - iii. physical constraints such as overall property size, configuration, or topography exist.
- d. Landscaping, sidewalks, and amenities such as tennis courts and swimming or wading pools may be located within usable open space areas. Detention ponds that contain a constant water level, are landscaped, or otherwise treated as an amenity for the development, as determined by the Director of Development Services or his/her designee, may be calculated toward the required open space.
- e. Open space shall contain one (1) minimum three (3) inch caliper large tree for every one thousand (1,000) square feet of required open space. The tree shall be maintained in a healthy and growing condition, and must be replaced with trees of similar variety and size if damaged, destroyed, or removed. A landscape plan must be approved prior to approval of the final plat.

B. Multifamily Landscape Area Requirements

These standards apply to all Multifamily zoning districts. Any area within a PD district containing landscaping standards shall comply with the standards set forth in the PD district.

1. General Requirements

- a. Landscaped areas will be of varying depths intended to separate and screen incompatible land uses from one another and to provide green areas along Major Thoroughfares.
- b. Foundation plantings of a single row of shrubs are required along the front façade of all buildings adjacent to a public street.
- c. Trees required by the open space planting requirements are encouraged to be placed along the south and west sides of the residential building(s) to increase energy efficiency.
- d. A summary of tabulations for all required plantings, preservation credits, tree mitigation, and/or other data as necessary to document the landscape requirements shall be shown on the Landscape Plan.

2. Perimeter Requirements

- a. A landscaped area at least twenty-five (25) feet wide shall be located between multifamily developments and public street(s) unless otherwise stated in another ordinance. One (1) large tree, three (3) inch caliper minimum, will be planted on thirty (30) foot centers within the required landscaped area (or quantity for size substitution can be approved by the Town). All landscaping shown on the approved landscape plan will be installed in the vicinity of the building and its adjoining parking prior to the issuance of a Certificate of Occupancy for units in said building.

Required landscape areas adjacent to public streets shall be exclusive of easements or other restrictions which could inhibit planting, growth, or permanence of landscaping.

- b. Where multifamily development is adjacent to the property line of single family zoned property or areas shown as single family on the Future Land Use Plan, a double row of three (3) inch caliper trees on fifty (50) foot offset centers shall be located adjacent to single family zoning districts with one (1) row being shade trees and the other row being evergreen trees in a twenty five (25) foot wide landscape perimeter area, unless otherwise approved by the Director of Development Services or his/her designee.
- c. Where a multifamily development is adjacent to the property line of property zoned for uses other than single family or parcels not shown as single family on the Future Land Use Plan, a fifteen (15) foot wide landscape area is required. In addition, one (1) large tree, three inch (3) inch caliper minimum, will be required for each fifty (50) linear feet that abuts the adjacent property line. Trees will be located within the fifteen (15) foot perimeter area or within the area located between the property line and the side or rear building line. Trees required under this Section that are planted in parking areas may not be credited towards meeting the number of required trees as outlined in the Interior Parking Requirements listed below.
- d. Berms ranging in height from three feet (3') to six feet (6'), and an overall minimum average of four and a half feet (4.5'), shall be required along US 380, Frontier Parkway/FM 1461/Parvin Road, Custer Road/FM 2478, Preston Road, Dallas Parkway, and FM 1385.

3. Interior Parking Requirements

- a. Twenty (20) square feet of landscaping for each parking space shall be provided within the paved boundaries of the parking lot, exclusive of the required perimeter landscape requirements stated above.
- b. One (1) large tree, three (3) inch caliper minimum, must be provided for every ten (10) parking spaces, in addition to the perimeter trees required in Chapter 4, Section 2.6(B)(2). In addition, the trees required in this Section may not be planted in the required perimeter landscaped areas to receive credit for the perimeter landscape area. Three (3) small trees, a minimum of six (6) feet in height and three (3) inches in diameter, may be substituted for one (1) required large tree for up to twenty-five (25) percent of the required large trees.
- c. Landscaped islands within the parking lot shall be a minimum of one hundred and sixty (160) square feet, not less than nine (9) foot wide, and a length equal to the abutting space.
- d. There shall be at least one (1) large tree, three (3) inch caliper minimum, within fifty (50) feet of every parking space. Only trees located in parking areas are available to meet this requirement.
- e. Landscaped islands will be located at the terminus of all parking rows, and should contain at least one (1) Large Tree, with no more than twelve (12) parking spaces permitted in a continuous row without being interrupted by a landscaped island. Areas where parking is located between the public street and the buildings, trees will be placed every five (5) parking spaces.
- f. Landscape islands in parking areas may be grouped to form one (1) large island subject to Town approval, provided however, grouping for large islands is prohibited adjacent to public street frontage.
- g. All landscaped areas will be protected by a raised six (6) inch concrete curb or wheel stop where curbs are not provided. Pavement will not be placed closer than four (4) feet from the trunk of a tree unless a Town approved root barrier is utilized.
- h. A solid living screen using evergreen trees shall be placed around any RV/trailer parking areas.

4. Irrigation Requirements

Permanent irrigation shall be provided for all required landscaping as follows:

- a. Irrigation lines shall be placed a minimum of two and one-half (2 ½) feet from a Town sidewalk. Reduction of this requirement is subject to review and approval by the Town Engineer.
- b. Trees and shrubs shall be irrigated by bubbler irrigation lines only. Other landscaping may be irrigated by spray irrigation. Separate valves shall be provided to turn off the spray irrigation line during periods of drought or water conservation.
- c. Rain, freeze, and wind detectors shall be installed on all irrigation lines.

5. Open Space

- a. Each parcel of land developed under the MF standards shall provide usable open space totaling thirty (30) percent of the area being developed. The open space shall be computed on the percentage of total platted area in the subdivision, excluding right-of-way dedicated major thoroughfares. Areas provided as usable open space shall meet the following criteria:
 - i. The open space shall have a maximum slope not exceeding ten (10) percent.
 - ii. The open space shall have a minimum dimension of not less than thirty (30) feet.
 - iii. Of the required open space, fifteen (15) percent or twenty thousand (20,000) square feet, whichever is greater, shall be arranged or located in a contiguous mass. Flood plain used for open space may receive full credit for that portion that is maintained in its natural state. Floodplain that is reclaimed and used for open space shall receive a fifty (50) percent credit toward open space.
 - iv. At the time of preliminary site plan approval, the Planning & Zoning Commission may give full or partial credit for open areas that exceed the maximum slope, that are otherwise unusable, or that are less than the fifteen (15) percent or twenty thousand (20,000) square feet required in Chapter 4, Section 9.16(B)(3). These areas must be determined to be environmentally or aesthetically significant and/or an enhancement to the development or the area.
 - v. Landscaping, sidewalks, and amenities such as tennis courts, swimming or wading pools, and clubhouses may be located within usable open space areas. Detention ponds that contain a constant water level, are landscaped, or otherwise treated as an amenity for the development, as determined by the Director of Development Services or his/her designee, may be calculated toward the required open space.
 - vi. Open space shall contain one (1) minimum three (3) inch caliper large tree for every one thousand (1,000) square feet of required open space. The tree shall be maintained in a healthy and growing condition, and must be replaced with trees of similar variety and size if damaged, destroyed, or removed. A landscape plan must be approved prior to approval of the final plat.

C. Non-Residential Landscaped Area Requirements (Ord. No 16-46; 07-26-2016)

These standards apply to all non-residential uses. Any area within a PD containing landscaping standards shall comply with the standards set forth in the PD district.

1. Perimeter Requirements:

- a. A landscaped area consisting of living trees (as specified below), turf, or other living ground cover and being at least twenty-five (25) feet in width measured from the property line interior to the property shall be provided adjacent to and outside of the right-of-way on all properties located adjacent to a major or minor thoroughfare as defined by the Town of Prosper Thoroughfare and

Circulation Designs Standards.

- i. The landscaped area may be reduced to fifteen (15) feet for the portion of a property adjacent to a collector or equivalent street as defined by the Town of Prosper Thoroughfare and Circulation Designs Standards.
 - ii. The landscaped area shall be increased to thirty (30) feet for properties adjacent to Preston Road, University Drive, and Dallas Parkway.
 - iii. One (1) large tree, three (3) inch caliper minimum per thirty (30) linear feet of roadway frontage shall be planted within the required landscape area. The trees may be planted in groups with appropriate spacing for species.
 - iv. In the DTO District, one (1) large tree, three (3) inch caliper minimum per thirty (30) linear feet of roadway frontage, excluding the width of driveways at the property line, shall be planted within the required landscape area. Where the width of the roadway frontage is greater than eighty (80) feet, excluding the width of driveways at the property line, the number of large trees may be planted at a rate of one, 3" large tree per forty (40) feet of roadway frontage, in lieu of the required one tree per thirty (30) linear feet. The trees may be planted in groups with appropriate spacing for species. In the DTO District, the substitution of three (3) small, ornamental trees for one (1) large tree shall not be permitted.
 - v. A minimum of fifteen (15) shrubs with a minimum size of five (5) gallons each will be planted in the landscaped area for each thirty (30) feet of linear frontage.
 - vi. Parking abutting the landscape area shall be screened from the adjacent roadway. The required screening may be accomplished with shrubs or earthen berms.
 - vii. Unless there is parking adjacent to the landscape area, shrubs are not required in the landscape area in the DTO District.
 - viii. Required landscape areas adjacent to public streets shall be exclusive easements or other restrictions which could inhibit planting, growth, or permanence of landscaping
 - ix. Berms ranging in height from three feet (3') to six feet (6'), and an overall minimum average of four and a half feet (4.5'), shall be required along US 380, Frontier Parkway/FM 1461/Parvin Road, Custer Road/FM 2478, Preston Road, Dallas Parkway, and FM 1385.
- b. Where a non-residential development is adjacent to the property line of residential zoned parcels or areas shown as residential on the Future Land Use Plan, one (1) large tree, three (3) inch caliper minimum, will be planted on thirty (30) foot centers in a fifteen (15) foot landscape area. Evergreen trees shall be planted on twenty (20) foot centers within areas where truck docks or loading spaces are adjacent to single family property.
- i. In the DTO District, regardless of the adjacent use, zoning or Future Land Use Designation; the width of perimeter landscape area adjacent to the property line may be reduced to a minimum of five (5) feet.
 - ii. In the DTO District, in lieu of the required large trees, one (1) small (ornamental) tree shall be planted thirty (30) foot centers along the adjacent property lines."
- c. Where a non-residential development is adjacent to the property line of parcels zoned for uses other than residential or parcels not shown as residential on the Future Land Use Plan:
- i. A five (5) foot wide landscape area is required.
 - ii. If the property line is the centerline of a fire lane or drive aisle, the five (5) foot wide landscape area will begin at the edge of the lane/aisle. If the drive aisle or fire lane only allows access to parking spaces, the landscape area may be eliminated or moved at the discretion of the

Town.

- iii. The five (5) foot wide landscape area may be eliminated for a building where the building is attached to another building and the attached buildings are shown on an approved Site Plan.
- iv. One (1) small tree and one (1) five (5) gallon shrub shall be planted every fifteen (15) linear feet. These trees and shrubs may be clustered in lieu of placing them every fifteen (15) feet.

2. Interior Parking Requirements

Any non-residential parking area that contains twenty (20) or more parking spaces shall provide interior landscaping, in addition to the required landscaped edge, as follows:

- a. Fifteen (15) square feet of landscaping for each parking space shall be provided within the paved boundaries of the parking lot area.
- b. Where an existing parking lot area is altered or expanded to increase the number of spaces to twenty (20) or more, interior landscaping shall be provided on the new portion of the lot in accordance with this Section.
- c. All landscaped areas shall be protected by a raised six (6) inch concrete curb. Pavement shall not be placed closer than four (4) feet from the trunk of a tree unless a Town approved root barrier is utilized.
- d. Landscaped islands shall be located at the terminus of all parking rows, and shall contain at least one (1) large tree, three (3) inch caliper minimum, with no more than fifteen (15) parking spaces permitted in a continuous row without being interrupted by a landscaped island. Where there is a minimum eight (8) foot wide landscaped median between two rows of head-in parking, landscaped islands are required every twenty (20) spaces.
- e. Landscaped islands shall be a minimum of one hundred and sixty (160) square feet, not less than nine (9) feet wide and a length equal to the abutting space.
- f. Subject to approval by the Town, islands may be grouped to form one large island.
- g. There shall be at least one (1) large tree, three (3) inch caliper minimum, within one hundred and fifty (150) feet of every parking space. This minimum distance may be expanded with Town approval in the event that required islands are grouped to form larger islands.
- h. Required parking lot trees may be consolidated into groups under the following conditions:
 - i. The number of required trees is one (1) per ten (10) parking spaces.
 - ii. Consolidated tree islands require one hundred and eighty (180) square feet per tree.
 - iii. The maximum run of parking spaces is increased from fifteen (15) to thirty (30).
 - iv. This consolidation does not include the tree islands at the end of a row of parking or along perimeter parking rows that face a drive aisle or street.
 - v. A consolidated tree island shall not be located closer than five (5) parking spaces from an end of row tree island.
- i. All uses containing a drive-in or drive-thru shall be subject to the following standards:
 - i. A minimum ten (10) foot wide landscape island shall be constructed around the outer edge of the drive-thru lane for a minimum distance to equal the length of stacking required for the drive-thru facility.
- j. The landscape island shall contain minimum three (3) inch caliper evergreen or deciduous trees planted fifteen (15) feet on-center with minimum five (5) gallon shrubs planted three (3) feet on

center. Ornamental trees evenly interspersed between the evergreen or deciduous trees may be substituted for the shrubs. If the landscape island is located on the perimeter of the property, perimeter landscaping requirements may be applied towards this requirement.

3. Building Landscaping

- a. Foundation plantings are required for buildings or groups of contiguous buildings that are one hundred thousand (100,000) square feet or larger. One (1) large tree, three (3) inch caliper, shall be required for every ten thousand (10,000) square feet of gross building area. These trees shall be located within thirty (30) feet of the face of the building. These plantings are intended to provide pedestrian areas while breaking up the large areas of impervious surface. Trees required by other Sections of this Ordinance will not meet this requirement. Trees may be planted within the building landscape area described above or within tree grates. Trees can be grouped or planted in singular form. These tree plantings should be placed so as not to impede sign visibility. Trees intended for foundation plantings shall meet the following criteria:
 - i. Planted within thirty (30) feet of the front building face.
 - ii. Trees planted less than four (4) feet from the back of curb shall be located in a tree grate with a minimum dimension of four (4) feet.
 - iii. Small trees may be substituted for large tree foundation plantings at the rate of five ornamentals for each requirement of a large tree (5:1) with Town approval. Small trees shall have a minimum size of three (3) inch caliper. Multi-trunk trees will be required to meet a three (3) inch requirement based on standard nursery trade specifications.
 - iv. Trees may be placed in groups with appropriate spacing for species.
 - v. The above requirements may be reduced if approved by the Town and additional pedestrian features such as plazas, seating areas, fountains, and outdoor recreation facilities are provided. These facilities must occupy an area equal to or greater than five (5) percent of the total building area.
- b. In the DTR and DTC Districts, large trees shall be planted every thirty (30) feet on center in tree grates within the sidewalk a minimum of four (4) feet behind the back of curb. The trees shall be a minimum three (3) inch caliper at the time of planting.

4. Irrigation Requirements

Permanent irrigation shall be provided for all required landscaping as follows:

- a. Irrigation lines shall be placed a minimum of two and one-half (2 ½) feet from a Town sidewalk or alley. Reduction of this requirement is subject to review and approval by the Town Engineer.
- b. Trees and shrubs shall be irrigated by bubbler irrigation lines only. Other landscaping may be irrigated by spray irrigation. Separate valves shall be provided to turn off the spray irrigation line during periods of drought or water conservation.
- c. Rain, freeze, and wind detectors shall be installed on all irrigation lines.

5. Median planting requirements.

Non-residential developments having frontage on a divided thoroughfare are required to plant or escrow funds for one (1) three (3) inch caliper large tree per seventy (70) linear feet of frontage. The purpose of this requirement is to establish trees in the medians as development of properties adjacent to divided thoroughfares occurs. The Town will be responsible for maintenance of the trees and medians following the initial installation. The Town is responsible for the installation of trees and irrigation where funds are escrowed or a bond is provided. The Town will have the sole authority to approve any alternate methods of meeting median obligations. Right-of-way median plantings shall

meet the following criteria:

- a. Median plantings within the public right-of-way are to be a minimum of sixty (60) feet from back of curb at the median nose.
 - b. Median plantings shall be a minimum of five (5) feet from back of curb.
 - c. Visibility corridors are to be shown on Landscape Plans.
 - d. Trees shall be a minimum of five (5) feet from utility lines.
 - e. Six (6) inches of topsoil shall be provided in medians.
6. Open Space requirements.
- a. A final open space plan shall be submitted with the Final Site Plan application for all non-residential uses. Open space plans will be used only to ensure minimum standards are met. Open space plans shall be reviewed and approved by the Director of Development Services or his/her designee. The applicant may appeal the decision to the Planning & Zoning Commission. For nonresidential development, seven (7) percent of the net lot area is required to be provided as open space. The open space may consist of any element that is not one of the following:
 - i. Vehicular paving.
 - ii. Required parking lot landscape islands.
 - iii. Building footprint.
 - iv. Utility yards.
 - v. Required landscape setbacks.
 - vi. Sidewalks, unless the sidewalk is designated as an outdoor dining area on the approved site plan.
 - vii. Detention ponds. Detention ponds that are located between the building and street and contain a constant water level, are landscaped, or otherwise treated as an amenity for the development, as determined by the Director of Development Services or his/her designee, may be calculated toward the required open space.

D. NONRESIDENTIAL AND MULTIFAMILY DEVELOPMENT ADJACENT TO A MAJOR CREEK

1. Major Creeks within the Town of Prosper shall be defined as:

- Button Branch
- Doe Branch
- Gentle Creek
- Rutherford Branch
- Wilson Creek

Each Major Creek begins at its headwater (as determined by the Federal Emergency Management Agency and/or the U.S. Army Corps of Engineers) as is generally depicted on Flood Insurance Rate Maps (FIRM) as provided by the Federal Emergency Management Agency.

2. All nonresidential and multifamily lots developing adjacent to the 100-year floodplain of a major creek shall comply with the requirements listed below. Multifamily-zoned property that develops as single-family is not subject to these requirements, but shall comply with Section 14 of the Subdivision Ordinance, as it exists or may be amended.
 - a. Retaining walls, where provided, shall be constructed of clay-fired brick, stone, patterned concrete, modular concrete block, or split faced concrete masonry units. This requirement does

not apply to walls constructed within the channel of the creek to control water flow.

- b. Three (3) inch caliper trees planted on thirty (30) foot centers and three (3) gallon shrubs planted on five (5) foot centers shall be provided between parking and the flood plain when parking is located directly adjacent to the flood plain. The trees and shrubs are not required to be planted in a single row; they may be planted in groups. Existing trees in healthy growing condition and of a species from the list of Recommended Plant Materials in Chapter 4, Section 2 of this Ordinance, as it exists or may be amended, may be counted toward this requirement.
 - c. Maintenance access, as required by the Town Engineer, or his/her designee, shall be provided to the flood plain, hike and bike trail, and creek.
 - d. The development shall incorporate a connection to a hike and bike trail along the major creek by way of a sidewalk, stairs, and/or ramps. The connection shall comply with ADA and TAS accessibility requirements. The Director of Development Services or his/her designee may waive this requirement if he/she determines that a connection is not needed due to the property size, configuration and constraints, or land use.
 - e. Open space areas adjacent to the floodplain that have been improved with patios, courtyards, or additional landscaping listed in Section 9.14(C)(1) and Section 9.14(C)(6) below may be used to meet minimum open space requirements.
 - f. Loading areas located adjacent to the major creek shall be screened from the flood plain by a solid living screen to reach a minimum of fourteen (14) feet tall within two (2) years. Existing trees in healthy growing condition and of an evergreen species from the list of Recommended Plant Materials in Chapter 4, Section 2 of this Ordinance, as it exists or may be amended, may be counted toward this requirement. For Industrial development, this requirement may be waived by the Planning & Zoning Commission upon site plan approval if the adjacent property on the opposite side of the creek is zoned Industrial or designated on the Future Land Use Plan as Industrial, unless zoned other than Industrial.
3. Multifamily, except those multifamily properties that are developed as single-family, and office development adjacent to a major creek shall provide four (4) of the amenities listed below. Retail and commercial development adjacent to a major creek shall provide three (3) of the amenities listed below. Industrial development adjacent to a major creek shall provide two (2) of the amenities listed below. Amenity selection is subject to approval by the Planning & Zoning Commission upon preliminary site plan or site plan approval.
 - a. A thirty (30) foot landscape edge adjacent to the floodplain of the major creek with a double row of three (3) inch caliper trees planted on thirty (30) foot centers. Existing trees in healthy growing condition and of a species from the list of Recommended Plant Materials in Chapter 4, Section 2 of this Ordinance, as it exists or may be amended, may be counted toward this requirement.
 - b. A minimum of twenty five (25) percent of the surface area of walls that face the major creek to be provided as windows.
 - c. Construction of a hike and bike trail along the creek.
 - d. A visibility corridor of at least one hundred (100) feet shall be required between and/or adjacent to buildings adjacent to the flood plain. This visibility corridor can include parking, landscape medians or areas, amenities, and drive aisles.
 - e. Trail Head Park. A trailhead park shall have minimum dimensions of fifty (50) feet and be located adjacent to the hike and bike trail. Park benches shall be provided. Trailhead parks are subject to review and approval by the Director of Parks & Recreation or his/her designee.
 - f. A common patio, balcony, courtyard, or terrace a minimum of 750 square feet located between the

building and the major creek.

- g. Building orientation such that the entire side of the building adjacent to the flood plain is not the back of the building.
 - h. Building to have the same building materials and architectural elements on all four sides.
 - i. Creek restoration (plan shall be designed and implemented according to USACOE standards and approved by Army Corps of Engineers).
 - j. Other amenities not listed may be approved by the Planning & Zoning Commission in conjunction with a preliminary site plan if they determine that the proposed amenity meets the intent of these requirements.
4. The Planning & Zoning Commission may grant variances to the requirements of this section, as it exists or may be amended, upon preliminary site plan or site plan approval only if they determine that conforming to these requirements is not possible due to the property size, configuration, topography, constraints, or land use and that no other alternative is available. The decision by the Planning & Zoning Commission may be appealed to the Town Council using the site plan appeal process described in Chapter 4, Section 1, as it exists or may be amended.

2.7 REQUIRED PLANT MATERIALS

- A. Artificial plants or turf are expressly prohibited. Drought tolerant and/or native plants from the lists below are required for compliance to this Section. Other species may be utilized with approval from the Town.

Large Trees (Shade)	Small Trees (Ornamental)	Shrubs	
Afghan Pine	Birds of Paradise	American Beautyberry	Indian Hawthorn
American Elm	Buckeye, Mexican	Argarita	Italian Jasmine
Arizona Cypress	Buckeye, Red	Aromatic Sumac	Leatherleaf Mahonia
Bald Cypress	Buckeye, Texas	Bridal Wreath Spirea	Miniature Crepe Myrtle
Bigelow Oak	Carolina Buckthorn	Burford Holly	Nellie R. Stevens Holly
Bur Oak	Crepe Myrtle (tree form)	Chinese Photinia	Oakleaf Hydrangea
Caddo Maple	Desert Willow	Cleyera	Purpleleaf Japanese
Cedar Elm	Eastern Red Cedar	Compact Nandina	Barberry
Chinquapin Oak	Eve's Necklace	Coral Berry	Red Yucca
Durrand Oak	Hawthorne	Crimson Pygmy Barberry	Rose of Sharon (Althea)
Lacebark Elm	Hollywood Juniper	Dwarf Burford Holly	Semi-Dwarf Crepe Myrtle
Lacy Oak	Japanese Black Pine	Dwarf Burning bush	Smooth Sumac
Live Oak	Juniper, Blue Point	Dwarf Chinese Holly	Spiraea
Pecan	Juniper, Wichita Blue	Dwarf Crepe Myrtle	Standard Nandina
Shumard Oak	Mesquite	Dwarf Glossy Abelia	Texas Sage
Southern Live Oak	Mexican Plum	Dwarf Pomegranate	
Southern Magnolia	Ornamental Pear*	Dwarf Spirea	
Texas Ash	Pomegranate	Dwarf Wax Myrtle	
Texas Red Oak	Possumhaw Holly	Dwarf Yaupon Holly	
Western Soapberry	Redbud	Elaeagnus	
	Roughleafed Dogwood	Flowering Quince	
	Texas Persimmon	Forsythia	
	Vitex	Foster Holly	
	Wax Myrtle	Glossy Abelia	
	Winter/Bush Honeysuckle	Harbor Dwarf Nandina	
	Yaupon Holly	Hypericum	

*Ornamental Pear does not include Bradford Pears

Groundcover	Ornamental Grass	
Asiatic Jasmine	Autumn Blush Muhly	Inland Sea-Oats
Avens, White	Big Bluestem	Lindheimer's Muhly
Frog Fruit	Black Fountain Grass	Little Bluestem
Ground Ivy	Blue Grama	Maiden Grass
Hardy Plumbago	Broomsedge	Morning Light Maiden
Horseherb	Bushy Bluestem	Ravenna Grass
Liriope or Lily Turf	Canada Wildrye	Sideoats Grama
Mondo or Monkey Grass	Dwarf Maiden Grass	Silver Bluestem
Pigeonberry	Dwarf Pampas Grass	Splitbeard Bluestem
Purpleleaf Euonymus	Eastern Gamma Grass	Standard Fountain Grass
Santolina	Feather Reed Grass	Switchgrass
Snake Herb	Hamelin's Fountain Grass	Variegated Japanese Silver Grass
Wood Violet	Indiangrass	Zebra Grass

- B. Landscaping installed that exceeds the minimum required amounts above does not have to be from the drought tolerant/native plant lists contained herein. However, Cottonwood Trees may not be planted within twenty five (25) feet of any public infrastructure.

SECTION 4 PARKING, CIRCULATION, AND ACCESS

(Ord. 2020-##; 08-11-2020)

4.1 PURPOSE

To secure safety from fire, panic, and other dangers; to lessen congestion on public streets; to facilitate the adequate provisions of transportation; to conserve the value of buildings; and to encourage the most appropriate use of land. Minimum off-street parking and loading shall be provided as set forth in the following schedules and provisions.

4.2 RESIDENTIAL PARKING PROVISIONS (Z12-0002)

- A. Required parking shall be provided on the same lot as the use it is to serve.
- B. All required parking spaces shall be constructed from paved concrete or another similar impervious surface if approved by the Town Council prior to construction.
- C. For agricultural uses in the in the A District, required parking may be constructed from washed gravel, asphalt, or similar all-weather surface.
- D. No required parking space, garage, carport, or other automobile storage space shall be used for the storage of any heavy load vehicle.
- E. In the SF, DTSF, TH and 2F Zoning Districts, there shall be a minimum of two (2) parking spaces located behind the front building line and enclosed in the main or an accessory building. In addition, there shall be two (2) paved parking spaces provided behind the front property line only for the purpose of allowing on-site stacking or maneuvering to the enclosed spaces.
- F. In the SF, DTSF, TH and 2F Zoning Districts, all required parking spaces shall be a minimum of nine (9) feet wide and twenty (20) feet long. Required enclosed parking and stacking spaces shall remain clear of any encroachments. (Ord. 12-06: 02-14-2012).
- G. Circular driveways shall be designed to accommodate any required parking behind the front building line.

4.3 NON-RESIDENTIAL & MULTIFAMILY PARKING PROVISIONS (Ord. 16-46; 07-26-2016)

- A. To prevent nuisance situations, all parking area lighting shall be designed and operated so as not to reflect or shine on adjacent properties and in accordance with the standards established in Chapter 4, Section 6 of this Ordinance.
- B. For safety and fire-fighting purposes, free access through to adjacent parking areas shall be provided between adjoining non-residential parcels or building sites.
- C. All required parking spaces shall be constructed from paved concrete or another similar impervious surface if approved by the Town Council prior to construction. Parking spaces shall be permanently and clearly identified by stripes, buttons, tiles, curbs, barriers, or other approved methods. Non-permanent type marking, such as paint, shall be regularly maintained to ensure continuous clear identification of the space.
- D. Dead-end parking aisles are not permitted. In the DTO District, where twenty (20) or fewer off-street parking spaces are provided, a dead-end parking aisle is permitted.
- E. Each head-in parking space shall be a minimum of nine (9) feet wide and twenty (20) feet long, exclusive of driveways and maneuvering aisles, and shall be of usable shape and condition (see Chapter 5, Section 2.3, Illustrations A-G). Where it is possible for a vehicle to overhang the front of a parking space above a paved, stoned, mulched, or grassed area other than a sidewalk, street right-of-way, or adjacent property, the depth of the standard space may be reduced to eighteen (18) feet. No parking space shall overhang required landscape areas. Parallel parking spaces must be a minimum of eight (8) feet wide and twenty-two (22) feet long. Parking spaces within non-residential structured parking garages shall be a minimum of

eight and one-half (8.5) feet wide and eighteen (18) feet long.

- F. All parking and loading spaces and vehicle sales areas on private property shall have a vehicle stopping device installed so as to prevent parking of motor vehicles in any required landscaped areas, and to prevent any parked vehicle from overhanging a public right-of-way line, or public sidewalk. Parking shall not be permitted to encroach upon the public right-of-way in any case. All vehicle maneuvering shall take place on-site. No public right-of-way shall be used for backing or maneuvering into a parking space.
- G. Refuse storage facilities placed in a parking lot shall not be located in a designated parking or loading space. Each refuse facility shall be located so as to facilitate pickup by refuse collection agencies and shall be screened according to Chapter 4, Section 5 of this Ordinance.
- H. Handicap parking space(s) shall be provided according to State of Texas Program for the Elimination of Architectural Barriers and shall conform to the Americans Disability Act (ADA) of 1991, as may be amended, accessibility guidelines or the Uniform Federal Accessibility Standards.
- I. Parking shall be prohibited in required landscape areas and on unimproved surfaces. Institutional uses shall be exempt from this requirement.
- L. Internal drive aisles shall be designed to incorporate ninety (90) degree intersections. A five (5) degree variance is allowable.
- M. All parking spaces for a building must be located within three hundred and fifty (350) feet of walking distance from the building's public entrance. Big Box, Industrial, Wholesale, and Institutional uses are excluded from this provision.
- N. Parking spaces that face and are adjacent to a building shall utilize curbs, wheel stops, and/or bollards.
- O. Speed bumps are not permitted within a fire lane.
- P. Drive aisles in front of buildings cannot be longer than three hundred (300) feet continuous without an offset equal to the width of the drive aisle, traffic circle, or other acceptable traffic-calming feature approved by the Director of Development Services or his/her designee.
- Q. Restaurants shall receive a fifty percent (50%) reduction to the required parking for areas designated as outdoor dining. The reduction in parking only applies to parking spaces that are required due to the square footage of the outdoor dining area.
- R. All paved areas, which includes, but is not limited to, parking areas, fire lanes, drive aisles, driveways, turn-arounds, and loading areas, shall be paved with concrete or a comparable surface (masonry pavers, stone, brick, etc.), constructed to standards approved by the Director of Development Services or his/her designee. Pervious concrete or other alternative permeable paving surfaces may be used if approved by the Town Council. The use of asphalt, gravel, and crushed rock are strictly prohibited, unless approved as a temporary paving surface by the Director of Development Services or his/her designee. (Z10-0007)
- S. Cart returns shall be constructed of ornamental metal and be permanently affixed to pavement.
- T. For Industrial, Wholesale, and Institutional uses, no more than ten (10) percent of the required parking can be located in the service/loading area of a building except for buildings located on the street.
- U. Multifamily parking is only allowed between the building and a public street when located at or beyond the required landscape setback and screened with a headlight screen of earthen berms and/or a row of shrubs. Buildings with enclosed garages, when adjacent to a public street, must face garage doors internally to the development. Garage doors may not face a public street. No detached garages may be located between residential buildings and a public street. Enclosed garage parking spaces shall be a minimum of ten by twenty (10 x 20) feet.
- V. Multifamily access to a public street in a Single-Family neighborhood will be limited access and will not function as a primary access point for the complex. Access to Single-Family alleys is prohibited. Direct or

indirect access to a median opening where located on divided thoroughfare is required.

- W. Drive aisles within multifamily developments cannot be longer than five hundred (500) feet continuous without an offset equal to the width of the drive aisle, traffic circle, or other acceptable traffic-calming feature approved by the Director of Development Services or his/her designee.

4.4 PARKING ACCESS FROM A PUBLIC STREET - ALL DISTRICTS

- A. In the approval of a development plan, consideration shall be given to providing entrance/exit drives which extend into the site to provide adequate queuing of vehicles on the site.
- B. In all Districts (except all SF and 2F Districts) building plans shall provide for entrance/exit drive(s) appropriately designed and located to minimize traffic congestion or conflict within the site and with adjoining public streets as approved by the Building Official or designated representative.
 1. Where based upon analysis by the Town, projected volumes of traffic entering or leaving the planned developments are likely to interfere with the projected peak traffic flow volumes on adjoining streets, additional right-of-way and paving in the form of a deceleration lane or turn lane may be required to be furnished by the land owner in order to reduce such interference.
 2. The determination of additional right-of-way or paving requirements shall be made at the submittal and approval of a preliminary site plan for multifamily and non-residential developments and preliminary plat for all other residential developments.
- C. Vehicular access to non-residential uses shall not be permitted from alleys serving residential.
- D. All retail/commercial driveways served by a median opening shall be divided.
 1. Driveway medians located along Major Thoroughfares shall be a minimum of six feet (6') wide, and a depth equivalent to the required throat depth, as determined by the Engineering Department. Medians are required to be comprised of natural turf and/or landscaping that does not obstruct visibility, as determined by the Parks Department.
 2. Driveway medians located along Minor Thoroughfares shall be a minimum of four feet (4') wide, and a depth equivalent to the required throat depth, as determined by the Engineering Department. Medians are required to be comprised of natural turf and/or landscaping that does not obstruct visibility, as determined by the Parks Department.
- E. All non-residential properties shall have access to a median opening either directly, or through cross access.
- F. All non-residential lots shall provide cross access drive aisles to adjacent non-residential properties.
 1. If used as a fire lane, the cross access drive aisle shall meet all the criteria for a fire lane.
 2. A shared driveway located along a common property line is encouraged and satisfies the requirement for cross access.

4.5 PARKING REQUIREMENTS BASED ON USE

In all Zoning Districts, at the time any building or structure is erected or structurally altered, parking spaces shall be provided in accordance with the following requirements:

- **Automobile Oil Change and Similar Establishments:** One (1) parking space per service bay **plus** one (1) parking space per maximum number of employees on a shift.
- **Bank, Savings and Loan, or similar institution:** One (1) space per three hundred and fifty (350) square feet of gross floor area.
- **Bed and breakfast facility:** One (1) space per guest room in addition to the requirements for a normal residential use.

- **Bowling alley:** Three (3) parking spaces for each alley or lane.
- **Business or professional office (general):** One (1) space per three hundred and fifty (350) square feet of gross floor area except as otherwise specified herein.
- **Car wash:** One (1) space per five hundred (500) square feet of gross floor area, or one (1) space per employee, whichever is greater. Stacking and/or self-service areas shall not count toward required parking.
- **Church, rectory, or other place of worship:** One (1) parking space for each three (3) seats in the main auditorium.
- **College or University:** One (1) space per each day student.
- **Community Center, Library, Museum, or Art Gallery:** Ten (10) parking spaces plus one (1) additional space for each three hundred (300) square feet of floor area in excess of two thousand (2,000) square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of one (1) space for each four (4) seats that it contains.
- **Commercial Amusement:** One (1) space per three (3) guests at maximum designed capacity.
- **Country Club or Golf Club:** One (1) parking space for each one hundred fifty (150) square feet of floor area or for every five (5) members, whichever is greater.
- **Dance Hall, Assembly or Exhibition Hall without Fixed Seats:** One (1) parking space for each two hundred (200) square feet of floor area thereof.
- **Dwellings, Single Family and Duplex:** Two (2) covered spaces, located behind the front building line, and two (2) maneuvering spaces for each unit.
- **Dwellings, Multifamily:** Two (2) spaces for one (1) and two (2) bedroom units, plus one half (0.5) additional space for each additional bedroom.
- **Flea Market:** One (1) space for each five hundred (500) square feet of site area.
- **Fraternity, Sorority, or Dormitory:** One (1) parking space for each two (2) beds on campus, and one and one-half (1½) spaces for each two beds in off campus projects.
- **Furniture or Appliance Store, Hardware Store, Wholesale Establishments, Machinery or Equipment Sales and Service, Clothing or Shoe Repair or Service:** Two (2) parking spaces plus one (1) additional parking space for each three hundred (300) square feet of floor area over one thousand (1,000).
- **Gasoline Station:** Minimum of three (3) spaces for employees. Adequate space shall be provided for waiting, stacking, and maneuvering automobiles for refueling.
- **Golf Course:** Five (5) parking spaces per hole.
- **Health Studio or Club:** One (1) parking space per two hundred (200) square feet of exercise area.
- **Hospital:** One (1) space per employee on the largest shift, plus one and one-half (1½) spaces per each bed or examination room whichever is applicable.
- **Hotel:** One (1) parking space for each sleeping room or suite plus one (1) space for each two hundred (200) square feet of commercial floor area contained therein.
- **Kindergartens, day schools, and similar child training and care establishments** shall provide one (1) paved off-street loading and unloading space for an automobile on a through "circular" drive for each ten (10) students, or one (1) space per ten (10) students, **plus** one (1) space per teacher.
- **Library or Museum:** Ten (10) spaces plus one (1) space for every three hundred (300) square feet, over one thousand (1,000) square feet.

- **Lodge or Fraternal Organization:** One (1) space per two hundred (200) square feet.
- **Manufacturing or Industrial Establishment, Research or Testing Laboratory, Creamery, Bottling Plant, Warehouse, Printing or Plumbing Shop, or Similar Establishment:** One (1) parking space for each employee on the maximum working shift plus space to accommodate all trucks and other vehicles used in connection therewith, but not less than one (1) parking space for each one thousand (1,000) square feet of floor area.
- **Medical or Dental Office:** One (1) space per two hundred and fifty (250) square feet of floor area. Facilities over twenty thousand (20,000) square feet shall use the parking standards set forth for hospitals.
- **Mini-Warehouse:** Four (4) spaces per complex plus (1) one additional space per three hundred (300) square feet of rental office.
- **Mobile Home Park:** Two (2) spaces for each mobile home plus additional spaces as required herein for accessory uses.
- **Mortuary or Funeral Home:** One (1) parking space for each fifty (50) square feet of floor space in slumber rooms, parlors or individual funeral service rooms.
- **Motel:** One (1) parking space for each sleeping room or suite plus one (1) additional space for each two hundred (200) square feet of commercial floor area contained therein.
- **Motor Vehicle Repair and Service:** Three (3) parking spaces per service bay **plus** one (1) parking space per maximum number of employees on a shift.
- **Motor-Vehicle Salesroom and Used Car Lots:** One (1) parking space for each five hundred (500) square feet of the structure. These required spaces may not be used to store or display automobiles for sale.
- **Nursing Home:** One (1) space per five (5) beds and one (1) parking space for each one thousand (1,000) square feet of lot area for outdoor uses.
- **Private Club or Restaurant with a Private Club:** One (1) parking space for each seventy five (75) square feet of gross floor area.
- **Retail Store, Except as Otherwise Specified Herein (Z13-0010):** One (1) space per two hundred and fifty (250) square feet of gross floor area. (*Ordinance 13-48; 9/10/13*).
- **Restaurant, Cafe or Similar Dining Establishment:** One (1) parking space for each seventy five (75) square feet of gross floor area for stand alone buildings without a drive-through, and one (1) parking space for each one hundred (100) square feet of gross floor area for restaurants located within a multi-tenant building and for stand alone buildings with a drive-through.
- **Rooming or Boarding House:** One (1) parking space for each sleeping room.
- **Sanitarium, Convalescent Home, Home for the Aged or Similar Institution:** One (1) parking space for each five (5) beds.
- **School, Elementary, Secondary, or Middle:** One and one half (1.5) parking spaces per classroom, or the requirements for public assembly areas contained herein, whichever is greater.
- **School, High School:** One and one half (1.5) parking spaces per classroom plus one (1) space per five (5) students the school is designed to accommodate, or the requirements for public assembly areas contained herein, whichever is greater.
- **Theater, Sports Arena, Stadium, Gymnasium or Auditorium (except school):** One (1) parking space for each four (4) seats or bench seating spaces.
- **Truck stops:** One (1) truck parking space for each ten thousand (10,000) square feet of site area, plus one (1) vehicle parking space per two hundred (200) square feet of building area.

- **Warehouse, Wholesale, Mini, Manufacturing and Other Industrial Type Uses:** One (1) space per one thousand (1,000) square feet of gross floor area, or one (1) space per maximum number of employees on a shift, whichever is less.

4.6 RULES FOR COMPUTING NUMBER OF PARKING SPACES

In computing the number of parking spaces required for each of the above uses, the following rules shall govern:

- "Floor Area" shall mean the gross floor area of the specific use.
- Where fractional spaces result, the parking spaces required shall be constructed to be the next whole number.
- The parking space requirements for a use not specifically mentioned herein shall be the same as required for a use of similar nature, as determined by the Director of Development Services or his/her designee.
- The Planning & Zoning Commission may approve alternative parking space requirements and/or ratios, subject to consideration of detailed comparable data/studies in conjunction with a Site Plan.
- Whenever a building or use constructed or established after the effective date of this Ordinance is changed or enlarged in floor area, number of employees, number of dwelling units, seating capacity or otherwise, to create a need for an increase of ten (10) percent or more in the number of existing parking spaces, such spaces shall be provided on the basis of the enlargement or change. Whenever a building or use existing prior to the effective date of this Ordinance is enlarged to the extent of fifty (50) percent or more in floor area or in the area used, said building or use shall then and thereafter comply with the parking requirements set forth herein.
- In the case of mixed uses, the parking spaces required shall equal the sum of the requirements of the various uses computed separately. Up to fifty (50) percent of the parking spaces required for a theater or other place of evening entertainment (after 6:00 P.M.), or for a church, may be provided and used jointly by banks, offices, and similar uses not normally open, used, or operated during evening hours if specifically approved by the Planning & Zoning Commission. Shared parking must be on the same site. Such approval may be rescinded by the Planning & Zoning Commission and additional parking shall be obtained by the owners in the event that the Planning & Zoning Commission determines that such joint use is resulting in a public nuisance by providing an inadequate number of parking spaces or otherwise adversely affecting the public health, safety, or welfare. A decision by the Planning & Zoning Commission to rescind a shared parking approval may be appealed to the Town Council (see appeal procedure in Chapter 4, Section 1.6(B)(7) of this Ordinance).

4.7 LOCATION OF PARKING SPACES

All parking spaces required herein shall be located on the same lot with the building or use served, except as follows:

- Where an increase in the number of spaces is required by a change or enlargement of use or where such spaces are provided collectively or used jointly by two (2) or more buildings or establishments, the required spaces may be located not to exceed three hundred (300) feet from an institutional building served and not to exceed six hundred (600) feet from any other non-residential building served.
- In any case where the required parking spaces are not located on the same lot with the building or use served, or where such spaces are collectively or jointly provided and used, a written agreement thereby assuring their retention for such purpose, shall be properly drawn and executed by the parties concerned, approved as to form by the Town Attorney and shall be filed with the application for a site plan, building permit or Certificate of Occupancy (CO); whichever occurs first.
- Required parking in the DTR, and DTC Districts may be reduced by fifty (50) percent of the current parking requirements as they exist or may be amended. If it is determined that due to existing site constraints, the requirements of this Ordinance cannot be met, the Director of Development Services may approve the use

of parallel or head-in parking located within the street right-of-way, if sufficient right-of-way exists, to satisfy parking requirements.

4.8 USE OF REQUIRED PARKING SPACES IN NON-RESIDENTIAL DISTRICTS

Required parking and loading spaces shall be used only for these respective purposes and not for the storage or permanent display of boats, trailers, campers, motor vehicles or other goods, materials, products for sale.

4.9 LOADING SPACE REQUIREMENTS

- A. A minimum of one (1) loading space shall be required for big box uses. Loading spaces for other non-residential uses may be required as determined by the Director of Development Services, if it is determined the use or configuration of the site warrants such.
- B. All non-residential uses providing loading spaces shall provide such loading spaces in accordance with the following requirements:
 1. A loading space shall consist of an area of a minimum of twelve (12) feet wide and thirty (30) feet long.
 2. All drives and approaches shall provide adequate space and clearances to allow for the maneuvering of trucks. Each site shall provide a designated maneuvering area for trucks. (See Chapter 5, Section 2.3, Illustration H)
- B. Stacking spaces provide the ability for vehicles to queue on site prior to receiving a service. A stacking space shall be a minimum of nine (9) feet wide and twenty (20) feet long and shall not be located within or interfere with any other circulation driveway, parking space, or maneuvering aisle. Stacking spaces shall be provided behind the vehicle bay door, middle of the service window, or middle of the service island, whichever is applicable. In all Zoning Districts, at the time any building or structure is erected or altered, stacking spaces shall be provided in the number and manner set forth in the following list of property uses:
 - **Automated Teller Machine (ATM):** Three (3) stacking spaces.
 - **Automobile Oil Change and Similar Establishments:** Three (3) stacking spaces per bay.
 - **Car Wash:** Three (3) stacking spaces for drive-through, or one (1) stacking space per bay. .
 - **Dry Cleaning, Pharmacy, or Other Retail Establishments with a Drive-thru:** Three (3) stacking spaces for first service window.
 - **Financial Institution:** Five (5) stacking spaces per window or service lane.
 - **Kiosk (with Food Service):** Five (5) stacking spaces for first window, order board, or other stopping point.
 - **Kiosk (without Food Service):** Two (2) stacking spaces for first window, order board, or other stopping point.
 - **Restaurant with Drive-thru:** Five (5) stacking spaces for first window, order board, or other stopping point.

A single stacking space shall be provided after the final window, order board, or stopping point to allow vehicles to pull clear of the transaction area prior to entering an intersecting on-site driveway or maneuvering aisle. Buildings and other structures shall be setback a minimum of ten (10) feet from the back of the curb of the intersecting driveway or maneuvering aisle to provide adequate visibility and to allow vehicles to safely exit drive-thru lanes and escape lanes prior to merging into intersecting driveways or maneuvering aisles.

An escape lane shall be provided in proximity to the first stopping point for any use containing a drive-thru facility.

SECTION 5 SCREENING FENCES AND WALLS

(Ord. 2020-##; 08-11-2020)

5.1 PURPOSE

Standards set forth in this Section are intended to encourage the appropriate use of land and conserve and protect the privacy and value of adjacent permitted uses. Regulations are prescribed for the location and type of various screening devices to be used when required in the various zoning districts or in this Section in accordance with the following standards.

5.2 LOCATION OF REQUIRED SCREENING *(Z07-7, Z07-8, Z07-17, Z09-5; Ord. No 16-46; 07-26-2016)*

- A. When a boundary of a multifamily, institutional, or non-residential Use sides or backs to a property that is zoned or designated on the Future Land Use Plan for residential (non-multifamily) uses, or when any institutional or non-residential Use sides or backs to a MF District, a solid screening wall or fence of not less than six (6) feet nor more than eight (8) feet in height shall be erected on the property line separating these uses. The purpose of the screening wall or fence is to provide a visual barrier between the properties.

The owner of such property of the lesser restrictive use shall be responsible for and shall build the required wall or fence on his property line dividing his property from the more restrictive zoning district. In cases where the Planning & Zoning Commission finds this requirement to be better met by an irrigated living screen, the same may be substituted for the screening wall after a landscape plan has been prepared to demonstrate equal visual screening.

A screening wall or fence required under the provisions of this section, under a Specific Use Permit, a Planned Development District, or other requirement shall be constructed of clay-fired brick masonry units or other suitable permanent materials which do not contain openings constituting more than forty (40) square inches in each one square foot of wall or fence surface, and the surface of such wall or fence shall constitute a visual barrier. All wall or fence openings shall be equipped with gates equal in height and screening characteristics to the wall or fence. Concrete masonry units, poured in place concrete, tilt-up concrete, or concrete panels may be used upon approval by the Planning & Zoning Commission.

Properties zoned for the DTC, DTR, or DTO District are only required to provide screening along property lines that are adjacent to properties shown as residential on the Future Land Use Plan. The screening shall consist of an eight foot (8') cedar board-on-board wooden fence constructed in accordance with the fence ordinance as it exists or may be amended. In the DTO District, the height of the fence may be reduced to six (6) feet.

- B. All required screening walls shall be equally finished on both sides of the wall.
- C. All loading and service areas shall be screened from view from adjacent public streets and adjacent property that is zoned or designated on the Future Land Use Plan for residential uses. Screening shall be by walls with complimentary landscaping that is compatible with the project design.
 - 1. Screening walls shall be fourteen (14) feet tall with one row of perimeter evergreen trees adjacent to the loading area.
 - 2. A screening wall is not required if a double row of perimeter evergreen trees is provided on offset fifty (50) foot centers within a fifteen (15) foot landscape edge. Fifty (50) percent of the trees shall be canopy evergreen trees.
- D. All uses providing open storage shall provide a site plan and landscape plan depicting the following:

1. The location of open storage on the property;
2. The location of parking and vehicular maneuvering aisles and/or fire lanes in relation to the open storage;
3. The location of pedestrian access and/or sidewalks adjacent to and accessing the open storage and the primary use; and
4. The location, height, and type of screening.

A new use utilizing an existing building shall submit an amended site plan depicting the location of open storage. If the open storage area exceeds twenty percent (20%) of the gross floor area of the primary use building or ten (10%) of the lot area, it must be presented on a site plan and approved by the Planning & Zoning Commission.

- E. Trash and recycling collection areas shall be located to minimize visibility. Trash and recycling receptacles shall be screened with a six (6) foot clay fired brick or stone wall of a color that is consistent with the color of the primary building. Trash compactors shall be screened with an eight (8) foot clay fired brick or stone wall of a color that is consistent with the color of the primary building. Screening enclosures shall be visually and aesthetically compatible with the overall project. Collection area enclosures shall contain permanent walls on three (3) sides with the service opening not directly facing any public right-of-way or any residentially zoned property, unless setback a minimum of two hundred and fifty feet (250') from the right-of-way or residentially zoned property. The fourth (4th) side will incorporate a metal gate of a height equal to the height of the wall to visually screen the dumpster or compactor. Enclosure sizes and specifications shall be determined by the Town's trash and recycling contractor.
- F. Where any alley intersects with a street, no fence or plant taller than two and one-half (2½) feet may be placed within a sight visibility triangle defined by measuring five (5) feet down the alley right-of-way line and measuring fifteen (15) feet down the street right-of-way line, then joining said points to form the hypotenuse of the triangle.
- G. In any residential Zoning District, or along the common boundary between any residential and non-residential district where a wall, fence, or screening separation is provided, the following standards for height, location, and design shall be observed:
 1. Any fence or wall located to the rear of the minimum required front yard line shall not exceed eight (8) feet in height above the grade of the adjacent property. Where a fence intersects a screening wall and the height of the fence exceeds the height of the screening wall, the height of the fence shall transition to the height of the screening wall over a distance of twenty (20) feet.
 2. The maximum height of a fence or wall in a required front yard of a single family or duplex shall not exceed four (4) feet. Combinations of berms and fences shall not exceed four (4) feet in height. Ornamental metal fencing that is attached to required screening walls as defined in Subdivision Ordinance No. 03-05, as it currently exists or may be amended, may be constructed up to eight (8) feet in height in the front yard of cul-de-sac lots for only the side of the lot that is adjacent to a street with a right-of-way width of sixty (60) feet or greater. The height of this fence shall not exceed the height of the adjacent required screening wall.
 3. The maximum height of a fence in a required front yard of a single family lot that is one (1) acre or larger may exceed the four (4) foot height limit established above, provided that said fence shall not exceed eight (8) feet in height and shall be constructed of wrought iron or decorative tubular steel.
- H. Screening shall be required between residential lots and adjacent right-of-ways as required by Subdivision Ordinance No. 03-05, as it currently exists or may be amended.
- I. Rooftop and ground-mounted mechanical equipment shall be screened with a parapet wall and/or masonry wall a minimum of twelve inches (12") in height taller than the mechanical equipment being

screened. Where rooftop-mounted mechanical equipment is not screened from view at a point six feet (6') above ground level at the property line, alternative forms of screening are required, and may be constructed of metal, acrylic, or a similar material, subject to approval by the Director of Development Services.

- J. A six (6) foot irrigated living screen shall be required when parking is located adjacent to residential in the DTC or DTR District. In the DTO District, the living screen may be reduced to a minimum of three (3) feet but shall be solid at the time of planting. In the DTO District, the living screen is not required where a wood fence is required in accordance with Subsection 5.2(A) above.
- K. Air conditioning units, trash/recycling containers, and pool equipment shall be entirely screened from view from adjacent public right-of-way by a living screen consisting of evergreen shrubs, a solid privacy fence, or through building orientation.

SECTION 8 NON-RESIDENTIAL & MULTIFAMILY DESIGN AND DEVELOPMENT

(Ord. 2020-##; 08-11-2020)

8.1 APPLICABILITY

The regulations provided in Sections 8.2 – 8.6 shall apply to all office, retail, restaurant, service, automobile, and commercial uses. The regulations provided in sections 8.7 – 8.10 shall apply to all industrial, wholesale, and institutional uses. Where the regulations of this Section conflict with other Sections of this Ordinance, the regulations of this Section shall apply.

The intent of these provisions is to promote high-quality architecture that relates to the street, scale of development, and surrounding land uses by utilizing three properties of good design: massing, use of materials, and attention to detail.

OFFICE, RETAIL, RESTAURANT, SERVICE, AUTOMOBILE, AND COMMERCIAL DEVELOPMENT STANDARDS

8.2 EXTERIOR APPEARANCE OF BUILDINGS AND STRUCTURES

- A. All exterior facades of an office, retail, restaurant, and commercial building or structure, excluding glass windows and doors, shall be constructed using the permitted buildings materials in Chapter 4, Section 8.2 (B. & C).
- B. All exterior facades for a main building or structure, excluding glass windows and doors, in the O, DTR, NS, R, DTC, C, and CC Districts shall be constructed of one hundred (100%) percent masonry as defined in Chapter 3, Section 2. The use of stucco and EIFS are only permitted as secondary or accent materials.
 1. The Town Council, after recommendation by the Planning & Zoning Commission, may grant an exception to the foregoing exterior façade and design requirements, based upon consideration of the criteria listed in subpart 2, below.
 2. In considering an exception to the exterior façade requirements, the Planning & Zoning Commission and Town Council may consider whether a proposed alternate material:
 - a. is a unique architectural expression;
 - b. includes unique building styles and materials;
 - c. is consistent with high quality development;
 - d. is or would be visually harmonious with existing or proposed nearby buildings;
 - e. has obvious merit based upon the quality and durability of the materials; and
 - f. represents an exterior building material that is in keeping with the intent of this chapter to balance the abovementioned objectives.
 3. Any exterior façade exception shall be considered in conjunction with a preliminary site plan or site plan application.
- C. Permitted primary exterior materials are clay fired brick, natural, precast, and manufactured stone, granite, and marble. Architectural concrete block, split face concrete masonry unit, and architecturally finished concrete tilt wall may be used for big box uses.
- D. Secondary materials used on the façade of a building are those that comprise a total of ten (10) percent or less of an elevation area. Permitted secondary materials are all primary materials, aluminum or other metal, cedar or similar quality decorative wood, stucco, and high impact exterior insulation and finish

systems (EIFS). Stucco and EIFS are only permitted a minimum of nine (9) feet above grade.

- E. No single material shall exceed eighty (80) percent of an elevation area. A minimum of twenty (20) percent of the front façade and all facades facing public right-of-way shall be natural or manufactured stone. A minimum of ten (10) percent of all other facades shall be natural or manufactured stone.
- F. All buildings with a footprint of less than ten thousand (10,000) square feet and located 100 feet or less from a residential zoning district shall incorporate a pitched, gabled, mansard, hipped, or otherwise sloped roof. All sloped roofs shall have a six (6) in twelve (12) inch minimum slope. All buildings with a footprint of less than ten thousand (10,000) square feet and located 100 feet or greater from a residential zoning district shall incorporate a pitched, gabled, mansard, hipped, or otherwise sloped roof, or a flat roof with an articulated parapet wall or cornice. Wood shingles are prohibited. Composition shingles are allowed provided they have architectural detail and a minimum 30 year life.
- G. All buildings with a footprint of ten thousand (10,000) square feet and greater shall incorporate sloped roof elements including, but not limited to pitched roofs on towers or arcades, sloped awnings, sloped parapets. Flat roofs are permitted with an articulated parapet wall or cornice in place of the required sloped roof elements. The sloped elements shall be provided along a minimum of sixty (60) percent of each wall's length. All sloped roof elements shall have a six (6) in twelve (12) inch minimum slope. Wood shingles are prohibited. Composition shingles are allowed provided they have architectural detail and a minimum 30 year life.
- H. All buildings shall be designed to incorporate a form of architectural articulation every thirty (30) feet, both horizontally along each wall's length and vertically along each wall's height. Acceptable articulation may include the following:
 - Canopies, awnings, or porticos;
 - Recesses/projections;
 - Arcades;
 - Arches;
 - Display windows, including a minimum sill height of thirty (30) inches;
 - Architectural details (such as tile work and moldings) integrated into the building facade;
 - Articulated ground floor levels or base;
 - Articulated cornice line;
 - Integrated planters or wing walls that incorporate landscape and sitting areas;
 - Offsets, reveals or projecting rib used to express architectural or structural bays; or
 - Varied roof heights;
- I. All buildings shall be designed to incorporate a form of window articulation. Acceptable articulation may include the following:
 - Detailed/patterned mullions
 - Glass depth from wall min. 8"
 - Projected awnings/sunshades
 - Water table in lieu of floor to ceiling glass
 - Articulated lintel (i.e. soldier course in brick or material change EIFS or cast stone with min. ½" projection)

- Articulated sill (i.e. soldier course in brick or material change EIFS or cast stone with min. ½" projection)
- Cast stone surrounds on entire window



- J. All buildings constructed primarily of brick shall incorporate a form of brick patterning. Acceptable patterning may include those represented below, or similar subject to approval by the Director of Development Services:



- K. All buildings shall be architecturally finished on all four (4) sides with same materials, detailing, and features except the rear if two (2) rows of trees are planted on the perimeter behind the building. In this case, the architectural finish must match the remainder of the building in color only. A double row of trees on offset fifty (50) foot centers in a fifteen (15) foot landscape edge, where fifty (50) percent of the trees are canopy evergreen trees. This is for facades that are not visible from public streets and apply to anchor buildings and attached in line spaces only. This provision does not apply to "out" buildings or pad sites.
- L. Windows shall have a maximum exterior visible reflectivity of ten (10) percent. The intent of this provision is to prevent the safety hazard of light reflecting from the windows on to adjacent roadways.
- M. All retail/commercial buildings with facades greater than two hundred (200) feet in length shall incorporate wall plane projections or recesses that are at least six (6) feet deep. Projections/recesses must be at least twenty five (25) percent of the length of the facade. No uninterrupted length of facade may exceed one hundred (100) feet in length. This requirement does not apply to building developed and occupied entirely for office uses.
- N. All buildings within a common development, as shown on a Preliminary Site Plan, shall have similar architectural styles, materials, and colors.
1. Conceptual facade plans and sample boards shall be submitted with the Preliminary Site Plan application for all non-residential uses. The purpose of the conceptual facade plan is to ensure consistency and compatibility for all buildings within a single development. Facade plans will be used only to ensure minimum standards are met.
 2. A final facade plan and sample boards shall be submitted with the Final Site Plan application for all non-residential uses. Facade plans will be used only to ensure minimum standards are met. Facade plans shall be reviewed and approved by the Director of Development Services or his/her designee. The applicant may appeal the decision to the Planning & Zoning Commission and Town Council using the appeal procedure in Chapter 4, Section 1 of this Ordinance.
- O. All primary and secondary exterior building materials (exclusive of glass) shall be of natural texture and shall be neutrals, creams, or other similar, non-reflective earth tone colors. Bright, reflective, pure tone primary or secondary colors, such as red, orange, yellow, blue, violet, or green are not permitted.

- P. Corporate identities that conflict with the building design criteria shall be reviewed on a case-by-case basis and approved by the Director of Development Services or his/her designee. The applicant may appeal the decision to the Planning & Zoning Commission and Town Council using the appeal procedure in Chapter 4, Section 1 of this Ordinance.
- Q. Exposed conduit, ladders, utility boxes, and drain spouts shall be painted to match the color of the building or an accent color. Natural metal finishes (patina) are an acceptable alternative to paint.
- R. Unclassified non-residential uses (i.e. amenity centers) which are permitted in residential districts shall develop in accordance with the office, retail, restaurant, service, automobile, and commercial development standards.
- S. The Town Council may approve materials which are equivalent to, or exceed, the standards set forth in Chapter 4, Section 9.8 (A & C), above.
- T. Downtown Development Standards are as follows:
 - 1. In the DTR and DTC Districts, an articulated parapet wall or cornice may be used in place of the sloped roof as required in Section 8.2(E) and (F) above.
 - 2. In the DTR and DTC Districts, all windows shall include a minimum sill height of eighteen inches (18").
 - 3. In the DTO District, cementitious fiber board may be used on up to ninety (90) percent of a structure.
 - 4. Roof pitches of a main building or structure in the DTO District shall meet the following:
 - a. A minimum of sixty-five percent (65%) of the surface area of composition roofs shall maintain a minimum roof pitch of 8:12.
 - b. A minimum of seventy-five percent (75%) of the surface area of clay tile, cement tile, slate or slate products, or metal roofs shall maintain a minimum roof pitch of 3:12.
 - c. Wood roof shingles are prohibited.

INDUSTRIAL, WHOLESALE, AND INSTITUTIONAL DEVELOPMENT STANDARDS

8.3 EXTERIOR APPEARANCE OF BUILDINGS AND STRUCTURES

- A. All exterior facades of an industrial, wholesale, or institutional building or structure, excluding glass windows and doors, shall be constructed using the permitted buildings materials in Chapter 4, Section 8.2 (B. & C).
- B. All exterior facades for a main building or structure, excluding glass windows and doors, in the I District shall be constructed of one hundred (100%) percent masonry as defined in Chapter 3, Section 2. The use of stucco and EIFS are only permitted as secondary or accent materials.
 - 1. The Town Council, after recommendation by the Planning & Zoning Commission, may grant an exception to the foregoing exterior façade and design requirements, based upon consideration of the criteria listed in subpart 2, below.
 - 2. In considering an exception to the exterior façade requirements, the Planning & Zoning Commission and Town Council may consider whether a proposed alternate material:
 - a. is a unique architectural expression;
 - b. includes unique building styles and materials;
 - c. is consistent with high quality development;
 - d. is or would be visually harmonious with existing or proposed nearby buildings;

- e. has obvious merit based upon the quality and durability of the materials; and
 - f. represents an exterior building material that is in keeping with the intent of this chapter to balance the abovementioned objectives.
- 3. Any exterior façade exception shall be considered in conjunction with a preliminary site plan or site plan application.
- C. Permitted primary exterior materials are clay fired brick, natural, precast, and manufactured stone, granite, marble, architectural concrete block, split face concrete masonry unit, and architecturally finished concrete tilt wall.
- D. Secondary materials used on the façade of a building are those that comprise a total of ten (10) percent or less of an elevation area. Permitted secondary materials are all primary materials, aluminum or other metal, cedar or similar quality decorative wood, stucco, and high impact exterior insulation and finish systems (EIFS). Stucco and EIFS are only permitted a minimum of nine (9) feet above grade.
- E. No single material shall exceed eighty (80) percent of an elevation area. A minimum of twenty (20) percent of the front façade and all facades facing public right-of-way shall be clay fired brick or natural, precast, or manufactured stone. The clay fired brick or natural, precast, or manufactured stone shall be located at the main entry points of the building.
- F. The front façade, all facades facing public right-of-way, and all facades facing property that is zoned or designated on the Future Land Use Plan for residential uses shall be architecturally finished with same materials, detailing, and features. The architectural finish of all other facades must match the remainder of the building in color only.
- G. All buildings with a front façade or a facade facing public right-of-way which are greater than two hundred (200) feet in length shall incorporate projections or recesses that are at least six (6) feet deep. Projections/recesses must be at least twenty (20) percent of the length of the façade.
- H. Windows shall have a maximum exterior visible reflectivity of ten (10) percent. The intent of this provision is to prevent the safety hazard of light reflecting from the windows on to adjacent roadways.
- I. All buildings within a common development, as shown on a Preliminary Site Plan, shall have similar architectural styles, materials, and colors.
 - 1. Conceptual facade plans and sample boards shall be submitted with the Preliminary Site Plan application for all non-residential uses. The purpose of the conceptual facade plan is to ensure consistency and compatibility for all buildings within a single development. Facade plans will be used only to ensure minimum standards are met.
 - 2. A final facade plan and sample boards shall be submitted with the Final Site Plan application for all non-residential uses. Facade plans will be used only to ensure minimum standards are met. Façade plans shall be reviewed and approved by the Director of Development Services or his/her designee. The applicant may appeal the decision to the Planning & Zoning Commission and Town Council using the appeal procedure in Chapter 4, Section 1 of this Ordinance.
- J. All primary and secondary exterior building materials (exclusive of glass) shall be of natural texture and shall be neutrals, creams, or other similar, non-reflective earth tone colors. Bright, reflective, pure tone primary or secondary colors, such as red, orange, yellow, blue, violet, or green are not permitted.
- K. Corporate identities that conflict with the building design criteria shall be reviewed on a case-by-case basis and approved by the Director of Development Services or his/her designee. The applicant may appeal the decision to the Planning & Zoning Commission and Town Council using the appeal procedure in Chapter 4, Section 1 of this Ordinance.
- L. Exposed conduit, ladders, utility boxes, and drain spouts shall be painted to match the color of the building

or an accent color. Natural metal finishes (patina) are an acceptable alternative to paint.

- M. Exterior construction of maintenance buildings for golf courses, public or parochial schools, churches, of the Town of Prosper may be metal upon issuance of a Specific Use Permit. Exterior construction of buildings used for agricultural purposes in conjunction with a school may be metal upon issuance of a Specific Use Permit.

If an expansion or an addition to an existing metal building is not greater than ten (10) percent or seven thousand (7,000) square feet, whichever is greater, the masonry requirement shall not apply to the expansion or addition to the existing metal building.

- N. The Town Council may approve materials which are equivalent to, or exceed, the standards set forth herein.

MULTIFAMILY DEVELOPMENT STANDARDS

8.4 MULTIFAMILY DEVELOPMENT STANDARDS

- A. All exterior facades for a main building or structure, excluding glass windows and doors, in the MF District shall be constructed of one hundred (100%) percent masonry as defined in Chapter 3, Section 2. The use of stucco and EIFS are only permitted as secondary or accent materials.
 - 1. The Town Council, after recommendation by the Planning & Zoning Commission, may grant an exception to the foregoing exterior façade and design requirements, based upon consideration of the criteria listed in subpart 2, below.
 - 2. In considering an exception to the exterior façade requirements, the Planning & Zoning Commission and Town Council may consider whether a proposed alternate material:
 - a. is a unique architectural expression;
 - b. includes unique building styles and materials;
 - c. is consistent with high quality development;
 - d. is or would be visually harmonious with existing or proposed nearby buildings;
 - e. has obvious merit based upon the quality and durability of the materials; and
 - f. represents an exterior building material that is in keeping with the intent of this chapter to balance the abovementioned objectives.
 - 3. Any exterior façade exception shall be considered in conjunction with a preliminary site plan or site plan application.
- B. The Town Council may approve materials which are equivalent to, or exceed, the standards set forth in herein.
- C. Structure Separation – Multifamily structures on the same parcel shall have the following minimum distance between structures:
 - 1. From main structure to main structure with walls that have openings for doors or windows on facades facing each other.
 - a. Face to Face: fifty (50) feet
 - b. Face to End: thirty (30) feet
 - c. Corner to Face or End: thirty (30) feet
 - d. End to End: thirty (30) feet

2. From main structure to main structure with walls that do not have openings, the minimum distance between structures is twenty (20) feet for one- and two-story buildings and thirty (30) feet for three-story buildings.
 3. From main structure to accessory buildings or pools, the minimum distance between structures is twenty (20) feet.
 4. From main structure to free standing garage building, the minimum distance between structures is thirty (30) feet.
- D. All multifamily buildings shall be designed to incorporate a form of architectural articulation every thirty (30) feet, both horizontally along each wall's length and vertically along each wall's height. Acceptable articulation may include the following:
- Canopies, awnings, or porticos;
 - Recesses/projections;
 - Arcades;
 - Arches;
 - Architectural details (such as tile work and moldings) integrated into the building facade;
 - Articulated ground floor levels or base;
 - Articulated cornice line;
 - Integrated planters or wing walls that incorporate landscape and sitting areas;
 - Offsets, reveals or projecting rib used to express architectural or structural bays;
 - Accent materials (minimum 15% of exterior facade);
 - Varied roof heights;
 - Or other architectural features approved by the Director of Development Services or his/her designee
- E. All buildings shall be designed to incorporate a form of window articulation. Acceptable articulation may include the following:
- Detailed/patterned mullions
 - Glass depth from wall minimum eight inches (8")
 - Projected awnings/sunshades
 - Water table in lieu of floor to ceiling glass
 - Articulated lintel (i.e. soldier course in brick or material change EIFS or cast stone with minimum one half inch (½") projection)
 - Articulated sill (i.e. soldier course in brick or material change EIFS or cast stone with minimum one half inch (½") projection)
 - Cast stone surrounds on entire window



- F. All buildings constructed primarily of brick shall incorporate a form of brick pattering. Acceptable pattering may include those represented below, or similar subject to approval by the Director of Development Services:



- G. All multifamily buildings shall incorporate a pitched, gabled, mansard, hipped, or otherwise sloped roof. All sloped roofs shall have a three (3) in twelve (12) inch minimum slope. Wood shingles are prohibited.

SECTION 9
ADDITIONAL AND SUPPLEMENTAL

(Ord. 2020-##; 08-11-2020)

9.1

LOT REGULATIONS:

- A. The minimum lot area for the various Zoning Districts shall be in accordance with the individual Districts except that a lot having less area than herein required which was an official "lot of record" prior to the adoption of this Ordinance, may be used for a single-family dwelling and no lot existing at the time of passage of this Ordinance shall be reduced in area below the minimum requirements set forth in the respective District.
- B. Location of Dwellings and Buildings - Only one main building for single family and two-family use, with permitted accessory buildings, may be located upon a lot or unplatted tract.
- C. Every means of access shall have a minimum lot width of twenty-five (25) feet at the property line.
- D. Whenever two or more main buildings, or portions thereof, are placed upon a single lot or tract and such buildings do not face upon a public street, the same may be permitted when the site plan for such development is approved by the Planning & Zoning Commission so as to comply with the Town Subdivision Regulations' requirements for platting.
- E. No parking area, storage area, or required open space for one building shall be computed as being the open space, yard, or area requirements for any other dwelling or other use.
- F. Residential Density Calculations:

The maximum permitted residential densities for the TH and MF Districts shall be calculated using the net acreage of the site to be developed. Net acreage shall not include the following:

- Right-of-way dedicated for major thoroughfares.
- Required parkland dedication.
- Detention.
- Land used for non-residential purposes.

Net acreage may include the following:

- Non-reclaimed floodplain.
- Private open space.
- Park dedication in excess of minimum park dedication requirements.
- Detention ponds that contain a constant water level, are landscaped, or otherwise treated as an amenity for the development, as determined by the Director of Development Services or his/her designee.

9.2

MINIMUM DWELLING UNIT AREA:

The minimum dwelling unit area of a residential unit shall be as specified in each residential Zoning District in Chapter 2 of this Ordinance. Dwelling unit area is defined as that area devoted to the living area in a residence or dwelling unit and is exclusive of porches, enclosed or open breezeways, storage area or closets, garages, or other non-living space. The minimum dwelling unit area will generally be that space which is air-conditioned.

9.3

FRONT YARD:

- A. On corner lots, the front yard setback shall be observed along the frontage of both intersecting streets, unless shown specifically otherwise on a final plat.
- B. Where the frontage on one (1) side of a street between two (2) intersecting streets is divided by two (2) or more Zoning Districts, the front yard shall comply with the requirements of the most restrictive Zoning District for the entire frontage.

- C. Where a building line has been established by a plat approved by the Town of Prosper or by ordinance prior to the adoption of this Ordinance, and such line required is a greater or lesser front yard setback than prescribed by this Ordinance for the Zoning District in which the building line is located, the required front yard shall comply with the building line so established by such Ordinance or plat provided no such building line shall be set back less than twenty (20) feet.
- D. The front yard shall be measured from the property line to the front face of the building, covered porch, covered terrace or attached accessory building. Eaves and roof extensions or a porch without posts or columns may project into the required front yard for a distance not to exceed three (3) feet, and subsurface structures, platforms or slabs may not project into the front yard to a height greater than thirty (30) inches above the average grade of the ground under the structure (See Chapter 5, Section 2.3, Illustration I).
- E. Where a lot fronts and backs to two (2) different streets, a required front yard shall be provided on both streets unless a building line for accessory buildings has been established along one frontage on the plat or by ordinance, in which event only one required front yard need be observed (See Chapter 5, Section 2.3, Illustration J).
- F. In all Single Family and 2F Districts, the minimum front yard setbacks for all lots fronting onto the same street along a block shall be staggered such that one third (1/3) of the lots have a front yard setback that is reduced by five (5) feet, one third (1/3) of the lots have a front yard setback as defined in Chapter 2, and one third (1/3) of the lots have a front yard setback that is increased by five (5) feet. Not more than two lots in a row may incorporate the same front yard setback. The average setback along the block shall equal the required setback for the particular Zoning District. The lots with an increased front building line may also decrease the rear building line by five (5) feet to maintain the necessary building pad depth. The purpose of this requirement is to produce a variety of front yard setbacks along a street, creating a more pleasing street presence and appearance of houses in the subdivision. In no case shall the front yard setback be less than twenty (20) feet. The front setbacks for each lot shall be designated on the final plat. (See Chapter 5, Section 2.3, Illustration K)
- G. Visual clearance shall be provided in all Zoning Districts so that no fence, wall, architectural screen, earth mounding or landscaping thirty (30) inches or higher above the street center line obstructs the vision of a motor vehicle driver approaching any street, alley, or driveway intersection.
 - 1. At a street intersection where one or both of the streets is a major thoroughfare, clear vision must be maintained for a minimum of twenty-five (25) feet across any lot measured from the corner of the property line in both directions. (See Chapter 5, Section 2.3, Illustration L)
 - 2. At an intersection of two neighborhood streets, this clearance must be maintained for ten (10) feet. (See Chapter 5, Section 2.3, Illustration M)
 - 3. At an intersection of a neighborhood street and an alley, this clearance must be maintained for five (5) feet down the alley and fifteen (15) feet down the street. (See Chapter 5, Section 2.3, Illustration N)
 - 4. Fences, walls, and thirty (30) inches in height, as measured from the centerline of the street, or less may be located in the visual clearance areas of all Districts.
- H. Gasoline, or other hydrocarbon fuel, service station pump islands including their associated unenclosed canopies shall meet the front yard setback requirements established in Chapter 2 of this Ordinance when located adjacent to a public street.
- I. Where a future right-of-way line has been established for future widening or opening of a street or thoroughfare, upon which a lot abuts, then the front or side yard shall be measured from the future right-of-way line.
- J. The minimum front yard in single-family and two-family Zoning Districts may be reduced by ten (10) feet in the following circumstances. In no case shall the reduction cause the minimum front yard to be less than fifteen (15) feet.

1. For an outside swing-in garage provided the wall of the garage that faces the street contains a glass pane window with a minimum size of three (3) feet by five (5) feet and the height of the garage does not exceed one (1) story; or
2. For a non-enclosed porch, stoop, or balcony, or an architectural feature, such as bay window without floor area or chimney; or
3. For a non-enclosed porch and the main structure provided:
 - a. the height of the main structure does not exceed one (1) story;
 - b. the porch has a minimum dimension of seven (7) feet in depth measured from stud to the front edge of the porch floor and a minimum width of twenty (20) feet; and
 - c. the minimum front yard for a front entry garage is increased one (1) foot for every one (1) foot the minimum front yard for the main structure is reduced.

9.4 SIDE AND REAR YARDS:

- A. On a Key Lot used for one or two-family dwellings, both street exposures shall be treated as front yards (See Chapter 5, Section 2.3 Illustration O) on all key lots except where one street exposure is designated as a side yard and separated from the adjacent lot by an alley (See Chapter 5, Section 2.3 Illustration P). In such case, a building line shall be designated on the plat approved by the Town of Prosper containing a side yard of fifteen (15) feet or more. On lots that were official lots of record prior to the effective date of this Ordinance, the minimum side yard adjacent to a side street shall comply with the minimum required side yard for the Zoning District.
- B. Every part of a required side yard shall be open and unobstructed from the ground upward except for accessory buildings as permitted herein and the ordinary projections of window sills, belt courses, cornices, and other architectural features not to exceed twelve (12) inches into the required side yard, and roof eaves projecting not to exceed thirty-six (36) inches into the required side yard. Air conditioning compressors and similar appurtenances are permitted in the side yard.
- C. Side yard setbacks in the R, C, and CC Districts may be waived for a building when attached to an adjacent building and is shown on a site plan approved by the Planning & Zoning Commission. (Z07-8)
- D. The face (meaning garage door) of a garage that faces a side yard (a swing-in garage) must be setback twenty-four feet (24') from the side property line. (Z10-0013)
- E. Non-residential uses that are permitted within a single family Zoning District (such as a day care, school, or church) shall maintain a forty (40) foot side and rear building setback when adjacent to a property that is zoned or designated on the Future Land Use Plan for residential uses.

9.5 SPECIAL HEIGHT REGULATIONS

Water stand pipes and tanks (excluding Town owned and/or operated water tanks), church steeples, domes, spires, school buildings, and institutional buildings may be erected to exceed three (3) stories in height, provided that one (1) additional foot shall be added to the width and depth of front, side, and rear yards for each foot that such structures exceed three (3) stories.

Ornamental features in all non-residential Zoning Districts may exceed the maximum building height provided that the ornamental feature does not contain floor area and provided the required setbacks for the ornamental feature are increased by two (2) feet for every one (1) foot that the ornamental feature exceeds the maximum height. Ornamental features include, but are not limited to towers, spires, steeples, and cupolas.

9.6 MEASUREMENTS:

All measurements of setback requirements shall be made according to Chapter 5, Section 2.3, Illustrations Q-U.

9.7 MODULAR HOMES:

A Modular Home may be permitted in the A, SF, DTSF, 2F, TH, MH, or MF Districts providing that the following requirements are met:

- A. The dwelling shall meet or exceed all building code requirements that apply to other dwelling units concerning on-site construction.
- B. Conforms to all applicable zoning standards for the respective Zoning District.
- C. Is affixed to an approved permanent foundation system.
- D. The building official is so notified in writing for the purpose of establishing procedures for the inspection, issuing of building permits, and compliance with the Texas Manufactured Housing Standards Act (Article 1221f V.T.C.S.).
- E. The Modular Home is placed on an approved platted lot of the Town.

9.8 EXTERIOR CONSTRUCTION OF RESIDENTIAL BUILDINGS (*Ord. 15-55; 09-22-15; Ord. 16-29; 04-26-16*)

- A. The exterior facades of a main building or structure, excluding glass windows and doors, in the A, SF, DTSF, 2F, and TH Districts shall comply with the following requirements:
 - 1. The exterior facades shall be constructed of one hundred (100) percent masonry, unless otherwise specified in this Ordinance.
 - 2. Cementitious fiber board is considered masonry, but may only constitute fifty (50) percent of stories other than the first story.
 - 3. Cementitious fiber board may not be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story.
 - 4. Unless an alternate material is approved by the Town Council, any portion of an upper story, excluding windows, that faces a street, public or private open space, public or private parks, or hike and bike trails, shall be 100% masonry and shall not be comprised of cementitious fiber board.
 - 5. Unless an alternate material is approved by the Town Council, the exterior cladding of chimneys shall be brick, natural or manufactured stone, or stucco.
 - 6. In the DTSF District, cementitious fiber board may be used on up to ninety (90) percent of a structure.
 - 7. Cementitious fiber board may be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, or other architectural features approved by the Building Official.
- B. The roof pitches of a main building or structure, including garages, in the A, SF, DTSF, 2F, and TH Districts shall meet the following roof pitch standards:
 - 1. A minimum of sixty-five percent (65%) of the surface area of composition roofs shall maintain a minimum roof pitch of 8:12.
 - 2. A minimum of seventy-five percent (75%) of the surface area of clay tile, cement tile, slate or slate products, or metal roofs shall maintain a minimum roof pitch of 3:12.
 - 3. Wood roof shingles are prohibited.

9.9 HANDICAP ACCESSIBILITY

If applicable all nonresidential buildings and parking areas shall conform to the Americans with Disabilities Act (ADA) of 1991, as may be amended, accessibility guidelines, the Uniform Federal Accessibility Standards, and Texas Accessibility Standards (TAS).

9.10 SELF-STORAGE AND MINI-WAREHOUSE FACILITIES

The side building lines of a self-storage or mini-warehouse facility may be reduced by approval of the Planning & Zoning Commission at the time of the preliminary site plan approval. The configuration of the storage units shall be with the doors facing into the site with the rear walls of the units serving as the outer boundary.

Self-storage or mini-warehouse facilities must comply with Chapter 4, Section 9.8 of this Ordinance, and its amendments, relating to the construction material used for exterior buildings. Notwithstanding any other provisions to the contrary, a self-storage or mini-warehouse facility constructed adjacent to a residential area, whether separated by a dedicated street or not, shall exclusively use clay fired brick or stone as the exterior construction material.

9.11 ADJACENCY OF CERTAIN USES TO RESIDENTIAL ZONING

- A. All buildings, gasoline pump islands, vacuums, outdoor speakers, gasoline or fuel storage tanks, air and water dispensers, and other structures in conjunction with any automotive use shall be located a minimum of two hundred (200) feet from any residential Zoning District. No service bay shall face a residential Zoning District. An automotive use shall be defined as the sales, leasing, renting, servicing, repair, or washing of automobiles, boats, motorcycles, trucks, or any other motor vehicle.
- B. All buildings, structures, and outdoor speakers used in conjunction with any drive-thru or drive-in restaurant shall be located a minimum of two hundred (200) feet from any residential Zoning District. Buildings and outdoor speakers may be located closer than two hundred (200) feet from a residential Zoning District provided that the building is located between the speaker box and adjacent residentially zoned property.
- C. Any lot containing a drive-thru restaurant, drive-in restaurant, and/or an automotive use as defined in Chapter 4, Section 9.11(A) and that is adjacent to a residential Zoning District shall comply with the following requirements:
 - 1. One (1) large tree, three (3) inch caliper minimum shall be planted on twenty (20) foot centers within the fifteen (15) foot landscape area, required by Chapter 4, Section 2.6(C). Of the trees required within the fifteen (15) foot landscape area, a minimum of fifty (50) percent of the trees shall be of an evergreen variety that will reach a minimum of fifteen (15) feet in height.
 - 2. The screening wall, required by Chapter 4, Section 5.2, shall be eight (8) feet in height.
 - 3. All screening materials, both wall and landscape materials, shall be maintained in a manner to provide the intended screening.
- D. The requirements listed in Chapter 4, Section 9.11(A) and 9.11(B) shall not apply to a drive-thru restaurant, drive-in restaurant, and/or an automotive use within two hundred (200) feet of a residential Zoning District that is separated from the residential area by an existing or future major thoroughfare identified on the Town's Thoroughfare Plan.

9.12 DAY CARE CENTERS, PRIVATE SCHOOLS, AND SIMILAR FACILITIES

- A. All day care centers shall provide outdoor play space at a rate of sixty-five (65) square feet per child. This requirement shall be based on the maximum licensed capacity of the facility. The outdoor play space shall have no dimension of less than thirty (30) feet. If the facility provides care to all children for less than four hours per day, this requirement may be waived by the Town Council.
- B. Outdoor play space is defined as the area used for outside recreational purposes for children. The outdoor play area must be enclosed by a fence of at least four (4) feet in height with at least two emergency exits. One exit may be an entrance to the building. The adequacy of the emergency exits shall be determined by the Fire Chief or his/her designee.

9.13 RESIDENTIAL DEVELOPMENT ADJACENT TO RAILWAYS

- A. Minimum Building Setback, Screening, and Landscaping Requirements.

When a boundary of a residential subdivision is adjacent to a railroad right-of-way, one of the two following screening options shall be installed within three (3) months from the date of Town acceptance of public improvements:

1. Option One

- a. A minimum building setback of fifty (50) feet shall be required from the railroad right-of-way; and
- b. A one hundred (100) percent clay fired brick or stone wall with a minimum height of six (6) feet shall be constructed on the railroad right-of-way line; and
- c. One (1) three (3) inch caliper large tree shall be planted a minimum of thirty (30) linear feet on center adjacent to the residential side of the wall. A minimum of fifty (50) percent of the trees shall be of the evergreen variety. The landscaped area shall be mechanically irrigated. The lot owner shall be responsible for the replacement of required plant materials.

2. Option Two

- a. A minimum building setback of eighty (80) feet shall be provided from the railroad right-of-way; and
- b. A six (6) foot high earthen berm with a maximum slope of 3:1 shall be constructed adjacent to the railroad right-of-way line.
- c. One (1) three (3) inch caliper large tree shall be planted a minimum of thirty (20) linear feet on center along the top or on the residential side of the berm. A minimum of fifty (50%) percent of the trees shall be of the evergreen variety. The landscaped area shall be mechanically irrigated. The lot owner shall be responsible for the replacement of required plant materials.

B. Platting Requirements:

- 1. The setback area shall be designated on the plat as follows: "This setback area is reserved for screening purposes. The placement of structures on this land or the removal of healthy screening plant materials is prohibited."
- 2. Should the setback area be part of a single-family lot, the setback area shall also be recorded on the plat as a building line.

C. This section shall not apply to any residential development with an approved Concept Plan, Preliminary Plat, and/or Final Plat prior to adoption of this Ordinance.

9.14 **ALTERNATING SINGLE FAMILY PLAN ELEVATIONS** (Ord. 15-55; 09-22-15)

- A. In the SF Districts, a minimum of four (4) distinctly different home elevations shall be built on the same side of the street. Similar elevations shall not face each other. The same elevation shall not be within three homes of each other on the same side of the street.
- B. Different exterior elevations can be met by meeting at least two of the following criteria:
 - 1. Different roof forms/profiles
 - 2. Different facades consisting of different window and door style and placement
 - 3. Different entry treatment such as porches and columns
 - 4. Different number of stories

9.15 **RESIDENTIAL GARAGE STANDARDS** (Ord. 15-55; 09-22-15)

- A. In the SF and DTSF Districts, garages shall meet the following requirements:
 - 1. In no instance shall a garage door directly facing a street be less than 25 feet from the property line.

2. Garage doors directly facing a street shall not occupy more than fifty percent (50%) of the width of the front façade of the house.
3. Where a home has three (3) or more garage/enclosed parking spaces, no more than two (2) single garage doors or one (1) double garage door shall face the street, unless the garage door(s) are located behind the main structure.

Category	Subject	Existing Standards	Proposed Standards
Use of Land and Buildings	Accessory structures	Permitted in non-residential districts	Remove from non-residential districts. Accessory structures are intended for residential uses. All structures in non-residential districts should meet non-residential design standards.
	Big Box	Permitted by right in retail districts along US 380, Preston Road, and Dallas Parkway	Require a Specific Use Permit in retail districts. (A Big Box is currently defined as 80,000 square feet and larger and single tenant occupies greater than 80% of the building area.)
	Catering	Undefined use	Permit by right in DTO, NS, DTR, R, DTC, and C Districts
	Food Truck Parks	Undefined use	Proposing by Specific Use Permit in DTR, R, DTC, and C Districts, subject to Conditional Development Standards
	Licensed Massage	Not permitted in DTO	Permit in DTO
	Major Auto Repair	Permitted by SUP in a Commercial District and by right in an Industrial District, subject to Condition Development Standards	Redefine Major Auto Repair for any use that offers paint or body service, or outdoor storage
	Minor Auto Repair	Permitted by right in R, DTC, C, CC, and I Districts, subject to Condition Development Standards	Redefine as any auto repair, excluding paint or body service, allow by Specific Use Permit in noted districts
	Mobile Food Vendor	Permitted by right in R, DTR, DTC, and C Districts, subject to Conditional Development Standards	Allow by Specific Use Permit and Conditional Development Standards
	Restaurant	Permitted by right in Office and DTO	Prohibit in DTO and allow in Office Districts if located along a roadway designated as a major or minor thoroughfare
Conditional Development Standards	Auto Repair	Conditional Development Standards do not include provisions for bay door orientation or outdoor storage	Prohibit bay doors from being oriented toward right-of-way or single family districts and prohibit outdoor storage for minor auto repair
	Open Storage	Permitted by right in DTC, C, CC, and I Districts, subject to Conditional Development Standards, including screening consisting of a masonry wall with landscaping on the interior of the wall	Revise Conditional Development Standards to allow landscaping on the outside of a screening wall
Definitions	Auto Repair	Redefined as noted above	
	Catering	Undefined use	Proposing definition, including the prohibition of on-site dining
	Masonry	Defined as, "clay fired brick, natural and manufactured stone, granite, marble, stucco, and architectural concrete block as exterior construction materials for all structures. Other exterior construction materials for non-residential structures are tilt wall concrete panels, sealed and painted split faced concrete block, and high impact exterior insulation and finish systems (EIFS). High impact EIFS is only permitted when installed a minimum of nine feet (9') above grade at the base of the wall on which it is installed."	Redefining to allow concrete for big box, institutional, and industrial uses. (While the Town cannot currently regulate building materials, the amendment will serve as a guide for Prosper's preferred materials and future development agreements.)
	Mechanical Equipment	Undefined term	For the purposes of the requirement to screen mechanical equipment, defining as HVAC units and commercial kitchen equipment
	Mobile Food Vendor	Defined as stationary cart or trailers mounted on a chassis	Redefining to include self-propelled vehicles
	Temporary Building	Includes development standards within definition	Removing development standards from definition
	Townhome	Defined as, "a structure containing three to eight dwelling units with each unit designed for occupancy by one family and each unit attached to another by a common wall."	Redefining to require townhome units to be located on individually platted, fee-simple lots
	Auto Storage	Defined as, "the storage on a lot or tract of operable automobiles for the purpose of holding such vehicles for sale, lease, distribution, or storage."	Redefining to remove the term "operable" from the definition
	Food Truck Park	Undefined term	Providing definition
Landscaping	Berms	Not required	Require berms along US 380, FM 1385, Parvin Road/Frontier Parkway/FM 1461, Custer Road/FM 2478, Preston Road, and Dallas Parkway, ranging from 3' to 6' and an overall average of not less than 4.5'
	Buffalo Grass	Irrigation is not required for Buffalo Grass	Removal of irrigation waiver. If Buffalo grass does not survive and needs to be replaced, new vegetation cannot be established without irrigation.
	Landscaping requirement	The Town's landscape standards are applicable to existing development that is "expanding or redeveloping 30% or more of that development"	For the purpose of clarification, proposing to define expansion or redevelopment, based on an increase of building area
	Perimeter landscaping along roadways	The size of the required landscape area is based on the adjacent roadway classification, and easements are not prohibited within the landscape area	Providing clarification regarding undefined roadway classifications and prohibiting easements within the required landscape area to prevent unexpected removal of required landscaping by easement holders
	RLA Seal	A Registered Landscape Architect is required to seal landscape plans	Waive requirement for redevelopment of properties zoned DTO, DTR, and DTC and less than 2 acres
Parking and Loading <i>Proposing to rename: "Parking, Access, and Circulation"</i>	Car wash	Includes 4 types of car wash stacking	Consolidating and clarifying car wash stacking requirements
	Downtown parking reduction	Allows up to a 50% parking reduction in downtown districts	Removing DTO from reduction area. (Provision is intended for areas with extensive on-street parking, which DTO does not provide.)
	Drive-Through Escape Lanes	Required without details	Providing intent and details regarding requirement
	Dead-end parking	DTO allows a maximum of 10 parking spaces on a dead-end drive aisle	Increase the maximum to 20 parking spaces
	Landscape areas	Parking not prohibited within required landscape area	Prohibit parking in required landscape areas
	Loading	Loading spaced are required	Removing requirement for loading spaces. (In practice, loading does not typically take place within designated loading area.)
	Ornamental metal cart returns	Not required	Require when provided
	Undefined ratio	Does not provide staff authority to analyze parking ratios for new, unlisted, or unique uses or for alternative ratios	Allow staff determination for required parking ratios for new, unlisted, or unique uses, and P&Z consideration of alternative ratios with adequate supplementary comparable data/studies
	Unimproved surfaces	Not prohibited for non-residential property	Prohibit for non-residential property, excluding institutional uses
	Divided driveways	Required for driveways with direct access to accessing median opening; however, details not defined.	Define driveway medians, including min. 4' wide along minor thoroughfare, 6' wide along major thoroughfare, a depth equivalent to the required throat depth as determined by the Engineering Department, and with landscaping that does not impair visibility as determined by the Parks Department
Screening	Dumpster enclosures	Does not allow enclosures to directly face right-of-way or residential districts	Proposing to allow any orientation provided enclosure is setback from right-of-way a minimum of 250', if opening is oriented directly toward right-of-way
	Mechanical equipment	Rooftop mounted equipment is required to be screened from all property lines with masonry, regardless of topography	Proposing to allow alternative materials to screen mechanical equipment provided the screening is a minimum of 12" taller than the mechanical equipment.
	Residential trash containers	Screening not required	Require with landscaping, fencing, or walls
Non-Residential Design and Development	Statement of intent	Not included	Providing to inform and guide designers on Prosper's architectural vision
	Window detailing	Not required	Requirement for window detailing
	Brick patterning	Not required	Requirement for brick patterning
	Façade Exception	Allows exception to materials	Including exceptions to design
	Non-residential uses in residential districts (i.e. amenity centers and churches)	Requirement for applicability of non-residential design standards not provided	Clarifying non-residential uses in residential districts should reference non-residential design standards
	Masonry	Primary building materials for non-residential uses (including commercial, institutional, and industrial): -Clay fired brick -Stone (natural, precast, and manufactured) -Granite and marble -Architectural concrete block -Split face concrete masonry unit -Architecturally finished concrete tilt wall	Primary building materials for big box, institutional, and industrial: -Clay fired brick -Stone (natural, precast, and manufactured) -Granite and marble -Architectural concrete block -Split face concrete masonry unit -Architecturally finished concrete tilt wall Primary building materials for commercial uses (including retail, restaurant, etc.): -Clay fired brick -Stone (natural, precast, and manufactured)
Additional & Supplemental	Mailboxes	Requires decorative metal or masonry	Removing requirement. USPS has mandated requirement for cluster mailboxes (CBUs).
	Metal buildings	Permitted in Industrial Districts with approval by P&Z and Council	Removing allowance for metal buildings, may be requested with Façade Exception
	Traffic Impact Analysis	Requirement provided in Zoning Ordinance	Removing and referencing Engineering Design Manuals
Administrative	Preliminary Site Plans	Not required for property under 5 acres	Adding provision Preliminary Site Plans not required for single-phased development
	Reference manuals	Multiple sections include checklists of technical data required on plans	Remove checklists of technical data required on plans and reference appropriate manuals
	Relocation of subsections	Provisions related various standards (i.e. parking, landscaping, etc.) are located throughout various sections of the ordinance	Relocating and consolidating like provisions
	Site Plans	Requires townhome development to be site planned	Removing requirement for townhome developments to be site planned
	Staff titles	Includes references to outdated staff titles	Updating references to staff titles

PLANNING



To: Mayor and Town Council

From: Alex Glushko, AICP, Planning Manager

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

Re: Town Council Meeting – August 11, 2020

Agenda Item:

Conduct a Public Hearing, and consider and act upon a request to modify the development standards of Planned Development-40 (PD-40), for Windsong Ranch, generally to modify the residential development standards, including, but not limited to building material, roofing, window, and building encroachment regulations. (Z20-0015).

Description of Agenda Item:

The purpose of the request is to amend Planned Development-40 (PD-40) for Windsong Ranch generally to modify the residential development standards, including, but not limited to building material, roofing, window, and building encroachment regulations. The developer is currently working with Shaddock-Caldwell Custom Homes which intends to develop several Type C, D, and F lots within Windsong Ranch. For reference, PD-40 includes the following lot types:

	Type A	Type B	Type C	Type D	Type E	Type F
Min. Lot Size	8,000 sf	9,000 sf	10,500 sf	12,500 sf	6,000 sf	20,000 sf
Min. Lot Width	60'	70'	80'	90'	50'	120'

The prospective builder has indicated certain development standards, intended for production builders, will inhibit development of their custom homes. As such, the applicant is proposing to modify the following development standards:

- *Exterior Building Material* – PD-40 does not permit decorative wood as a primary exterior building material, and only permits cementitious fiber board (e.g. Hardie Board) for 50% of upper stories of a home or for architectural features that are not part of the exterior wall. The applicant is proposing to allow 30% of Type C, D, and F lots to permit decorative wood or cementitious fiber board as primary exterior building materials.
- *Roof Pitch* – PD-40 currently requires a minimum 8:12 roof pitch (3:12 for tile roofs) for Type C, D, and F lots. The applicant is proposing the following:

	Proposed Roof Pitch Regulation
Type C (10,500 sf)	Between 3:12 – 8:12 for 25% of lots / minimum 8:12 for 75% of lots
Type D (12,500 sf)	Between 3:12 – 8:12 for 50% of lots / minimum 8:12 for 50% of lots
Type F (20,000 sf)	Between 3:12 – 8:12 for 75% of lots / minimum 8:12 for 25% of lots

- *Roofing Material and Color* – PD-40 currently requires composition, slate, clay tile or cement/concrete tile roofing materials with the composition shingle being of a ‘weathered wood’ color. The applicant is proposing to allow slate and metal roofs as a permitted material and to remove the roof color restriction for Type C, D, and F lots.
- *Side Yard Encroachment* – PD-40 currently requires a minimum side yard setback on a corner lot to be 15 feet for Type C and D lots, and to be 25 feet on Type F lots. The applicant is proposing to allow for a 5-foot encroachment for Type C and D lots, and a 10-foot encroachment on Type F lots. Permitted encroachments include architectural features and porches.
- *Window Frames* – PD-40 currently requires window frames for Type C, D, and F lots to be bronzed, cream, sand, or white. The applicant is proposing to remove the requirement for window frame color.
- *Address Plaques* – PD-40 currently requires cast stone address plaques for all lots. The applicant is proposing to allow pin-mounted addresses for all lot types.

Please refer to the attached Shaddock Caldwell presentation which graphically depicts the requested changes.

It is important to note that while the requested amendments are intended to accommodate Shaddock Caldwell’s plans, any builder, including production builders, will be able to utilize the amendments if approved. Staff understands the concerns of allowing non-masonry materials; however, the Tellus Group has internal processes in place to review the submittals by homebuilders. When a builder in Windsong Ranch goes under contract for lots in a given phase, they are required to submit “master” floor/elevation plans to the Tellus Group for approval and offering for sale to the public. The plans are also reviewed and approved by a third-party service and then forwarded back to David Blom and his team for review and final Windsong ARC approval.

With the number of Type C, D, and F lots utilizing non-masonry materials capped at 30% and understanding the Tellus Group’s internal architectural review processes, staff is comfortable with the allowance of the non-masonry materials.

In addition, staff is proposing an administrative amendment to the PD regarding Type E lots, to clarify cement/concrete tile roofing is a permitted tile roofing material.

Should this request be approved, the developer has indicated an intent to modify the existing development agreement with the Town regarding masonry construction and architectural design accordingly.

Legal Obligations and Review:

Notification was provided as required by the Zoning Ordinance and state law. To date, staff has not received any responses to this request.

Attached Documents:

1. Aerial and Zoning Maps

2. Exhibits A, B, C, D, E, and F
3. Applicant Provided Exhibits
4. Shaddock/Caldwell Presentation

Planning & Zoning Commission Recommendation:

At their July 21, 2020 meeting, the Planning and Zoning Commission recommended the Town Council approve the request, by a vote of 4-2.

Commissioners generally voiced support for the request; however, concerns were noted regarding the use of decorative wood as a primary building material, as well as the potential inconsistency of architectural styles and materials with the proposed custom homes situated amongst production homes.

Town Staff Recommendation:

Town staff recommends the Town Council approve the request to modify the development standards of Planned Development-40 (PD-40), for Windsong Ranch, generally to modify the residential development standards, including, but not limited to building material, roofing, window, and building encroachment regulations, subject to:

1. Town Council approval of an amended Development Agreement related to exterior building materials and architectural design.

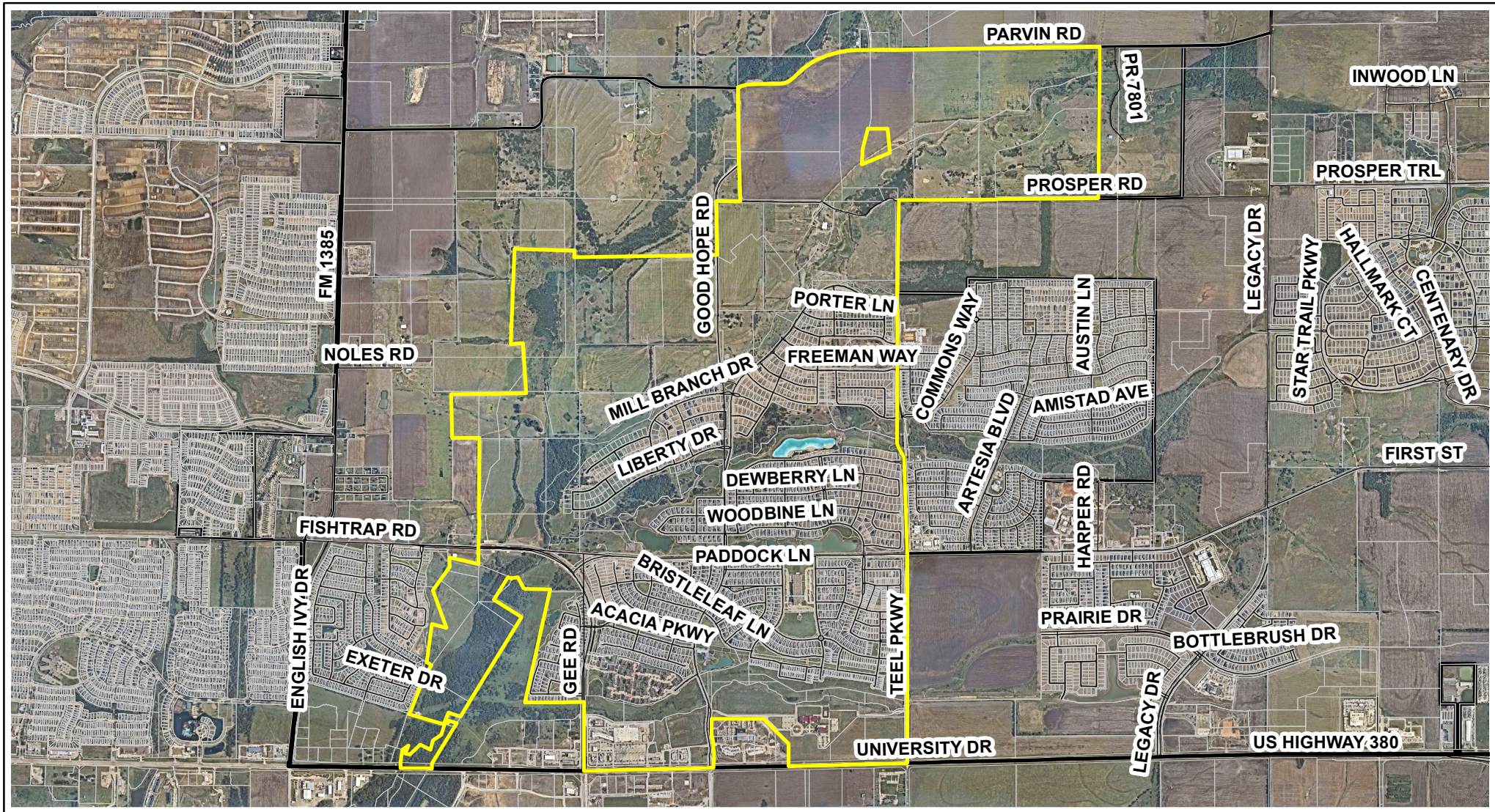
Proposed Motion:

I move to approve the request to modify the development standards of Planned Development-40 (PD-40), for Windsong Ranch, generally to modify the residential development standards, including, but not limited to building material, roofing, window, and building encroachment regulations, subject to:

1. Approval of an amended Development Agreement related to exterior building materials and architectural design.

Z20-0015 Windsong Ranch

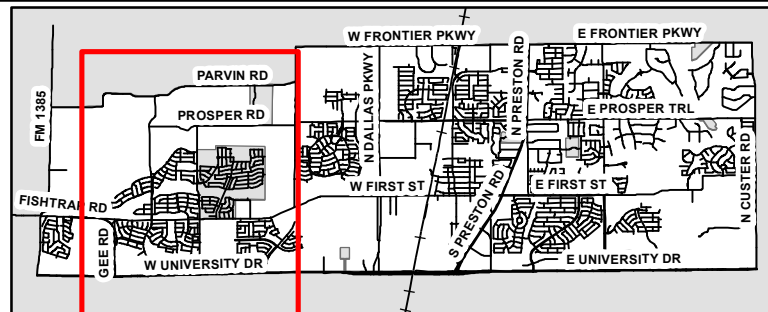
Item 13.



This map is for illustration purposes only.



0 0.5 1 Mile



Item 13.

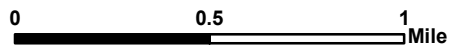


EXHIBIT "A"**Legal Descriptions for Windsong Ranch, Town of Prosper, Texas****EXHIBIT "A-1"****Legal Description of the Windsong Property**

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

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

THENCE with said north right-of-way line, the following courses and distances to wit:
 South 88°35'51" West, a distance of 3483.13 feet to a TXDOT monument found;
 North 46°16'16" West, a distance of 83.68 feet to a fence post in the east line of Good Hope Road (no dedication recordation found);

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

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

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

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

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

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

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

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

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

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

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

THENCE with said north right-of-way line, the following courses and distances to wit:
 South 44°02'02" West, a distance of 114.60 feet to a TXDOT monument found;
 South 88°35'51" West, a distance of 2062.12 feet to a 5/8" iron rod set for corner;

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

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

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

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

THENCE the following courses and distances to wit:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

North 89°17'21" East, a distance of 1389.64 feet to a 5/8" iron rod set for corner;
 North 03°32'47" West, a distance of 929.90 feet to a 5/8" iron rod set for corner;
 South 85°47'35" West, a distance of 228.77 feet to a 1/2" iron rod found for corner;
 North 02°06'10" East, a distance of 1767.38 feet to a 3/8" iron rod found for corner;
 South 88°23'11" East, a distance of 1111.78 feet to a 5/8" iron rod set for in the west line of a 319.00 acre tract of land described in deed to Sammy Carey recorded in Volume 2336, Page 5411 of the Real Property Records of Denton County, Texas;

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

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

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

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

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

North 01°47'00" West, a distance of 935.34 feet to a 5/8" iron rod set for corner;
 North 00°15'22" West, a distance of 1726.79 feet to a 5/8" iron rod set for an ell corner in the south line of a 100 acre tract of land described in deed to Bruce Jackson recorded in Volume 4910, Page 2975 of the Real Property Records of Denton County, Texas;

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

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

North 70°58'34" East, a distance of 76.26 feet to a 5/8" iron rod set for corner;
 North 74°05'38" East, a distance of 206.69 feet to a 5/8" iron rod set for corner;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SAVE AND EXCEPT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TRACT TWO

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

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

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

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

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

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

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

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

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

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

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

TRACT THREE

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

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

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

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

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

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

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

TRACT FOUR

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

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

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

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

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

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

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

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

SAVE AND EXCEPT

BEING a tract of land situated in the A. Roberts Survey, Abstract No. 1115, being a portion of a tract conveyed to VP Windsong Investments, LLC, according to the deed recorded in Document No. 2018-142926 of the Official Public Records, Denton County, Texas (OPRDCT), with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with a plastic cap stamped "SPIARSENG" found for the southerly southwest corner of a tract conveyed to Prosper I.S.D., recorded in Document No. 2017-34540 OPRDCT;

THENCE S 64°00'25" W, 449.32 feet to a point;

THENCE S 82°46'38" W, 60.00 feet to a point;

THENCE around a non-tangent curve to the right having a central angle of 20°56'35", a radius of 950.00 feet, a chord of N 03°14'56" E - 345.32 feet, an arc length of 347.25 feet;

THENCE N 13°43'13" E, 299.02 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" found for the northerly southwest corner of said Prosper I.S.D. tract;

THENCE East, along the south line thereof, 372.90 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSENG" found for the inset southwest corner of said Prosper I.S.D. tract;

THENCE South, along the west line thereof, 430.80 feet, to the POINT OF BEGINNING with the subject tract containing 235,625 square feet or 5.409 acres of land.

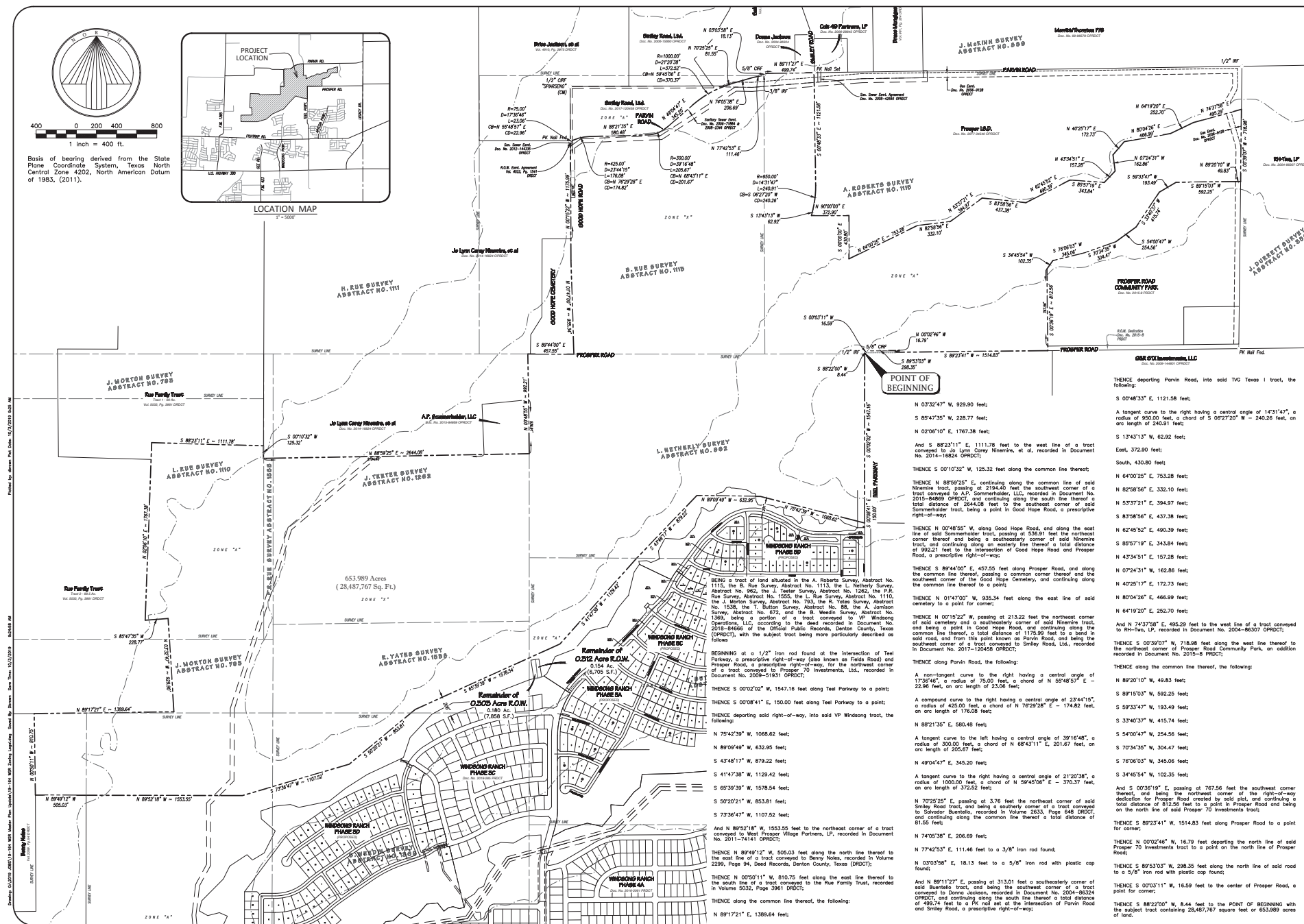


EXHIBIT "B"**Statement of Intent and Purpose for Windsong Ranch, Town of Prosper,
Texas**

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

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

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

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

EXHIBIT “C”

Development Standards for Windsong Ranch, Town of Prosper, Texas

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

1. Amenity Program

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

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

b. Primary Community Entries

- a. Major points of entry into Windsong Ranch (minimum two locations, including at least one entry along U.S. 380) will be defined with a combination of monument signage, landscape and lighting to create a sense of arrival commensurate in scale and character with a 2,120.54 acre master planned community (see representative examples below). These entries will include:
- Community name / logo incorporated into monument signage element, to be constructed of masonry or similar material;
 - Enhanced landscape, including seasonal color, shrubs, groundcover, perennials and unique combinations of both canopy and ornamental trees;
 - Enhanced lighting on the monument / signage and the unique aspects of the landscape;
 - Water will be considered as an accent feature if land and topography permit, and if compatible with the overall physical design theme for the community.

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



c. **Secondary Community Entries**

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

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



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

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

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

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

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

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

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

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

f. **Community Amenity Center**

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



c. **Floodplain / Greenway Parks**

- A. Windsong Ranch includes over 550 acres of flood plain corridors through the property. Significant portions of these corridors are rich in native flora and fauna, and are intended to be preserved in a natural condition, with only minimal impact to allow hike / bike trail linkages. Other areas are more open and less valuable as a native resource, and these areas may be developed to include a golf course or ponds and fountains that contribute to the overall storm drainage system and provide enhanced value to the community. All of these corridors shall be interconnected with a series of paths and trails, with an overall hike / bike trail system throughout. Following are the key components of this system of open space through the community:
- Master hike / bike trail – minimum 8' in width – concrete or other material approved by the Town – linking all neighborhoods, schools and amenities;
 - Secondary paths and trails – minimum 8' in width – concrete or 'soft' surface (decomposed granite, crushed fines) is permitted for HOA maintained trails– providing secondary linkages and 'spur' connections to the hike / bike trail system;
 - Native preservation areas in locations of most desirable existing vegetation, including wetland, upland and forested environments;
 - Trailhead locations at community amenity sites and at schools, to include trail maps, bike racks, and site furnishings (trash, seating);
 - Ponds and water features in open areas where impacts to existing vegetation will not be an issue and storm drainage requirements can be enhanced – ponds to include predominantly native, soft edges, safety shelves, water circulation / aeration to ensure water quality.



d. **Neighborhood Parks**

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



- e. **Pocket Parks** Additional components of the Windsong Ranch amenities program are smaller pocket parks within individual neighborhoods. These parks will be an HOA maintained component of the open space system, and allow for:

- Providing valuable open space in adjacency to smaller homes;
- integration of existing tree rows and other natural features that warrant preservation;
- ensuring one-quarter mile resident walks to a component of the open space system;
- additional passive and moderately active recreational opportunities, including:
 - ✓ open play areas;
 - ✓ natural interpretive areas;
 - ✓ neighborhood playgrounds;
 - ✓ children's water play area;
 - ✓ small neighborhood gathering spaces.

2. **Single-Family Residential Tract**

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

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

C. **Minimum Yard Setbacks.**

i. **Minimum Front yard Setback:** The minimum Front yard setback for Type A Lots shall be twenty-five (25) feet. The minimum front yard and rear yard requirements for staggering the front yards, as set forth in Section 9.3.F of the Town's Zoning Ordinance, as amended shall apply to Type A Lots.

ii. **Minimum Side yard Setback:**

(a) The minimum Side yard setback for Type A Lots shall be eight (8) feet.

(b) For courtyard homes, as defined herein, the minimum side yard setback shall be either fourteen (14) feet for one side and two (2) feet for the other side yard or thirteen (13) feet for one side and three (3) feet for the other side yard. Windows on the 2' or 3' side of the courtyard home will not be allowed unless they are opaque or consist of glass block.

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

iii. **Minimum Rear yard Setback:**

(a) The minimum Rear yard setback shall be twenty-five (25) feet.

(b) For Courtyard Homes, as defined herein, the minimum Rear yard setback is ten (10) feet for a maximum number of lots not to exceed one hundred and forty (140) Type A lots.

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

D. **Minimum Floor Space.** Each dwelling constructed on a Type A Lot shall contain a minimum of one thousand, nine hundred (1,900) square feet of floor space. Floor space shall include air-

conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling.

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

v. **Stucco.** Stucco on structures on Type A Lots shall be traditional 3-coat process cement plaster stucco.

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

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

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

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

J. **Roofing.**

i. Structures constructed on the Type A Lots shall have a composition, slate, clay tile or cement/concrete tile roof.

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

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

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

K. **Garages.**

i. Homes shall have a minimum of two (2) car garages but no more than three (3). No carports shall be permitted.

ii. Homes with three (3) garages shall not have more than two (2) garage doors facing the street.

iii. Garage doors shall be constructed of either metal or wood.

- L. **Plate Height.** Each structure on a Type A Lot shall have a minimum principal plate height of 9' on the first floor.
- M. **Fencing.** No fence, wall or hedge on a Type A Lot shall exceed eight (8) feet in height or be less than four (4) feet in height unless otherwise specifically required by the Town of Prosper.
- i. All Type A Lots backing or siding to Open Space shall have a decorative metal fence abutting to said open space.
 - ii. All other fencing shall be constructed of cedar, board on board with a top rail, and shall be supported with galvanized steel posts. A common fence stain color as well as fence detail shall be established for the community by the developer.
 - iii. No fencing shall extend beyond a point ten feet (10') behind the front wall plane of the structure into the front yard.
- N. **Landscaping.**
- i. A minimum of six (6) caliper inches of trees shall be planted on all Type A Lots.
 - ii. A minimum of one (1) tree shall be located in the front yard.
 - iii. Corner lots adjacent to a street shall plant (1) additional tree in the side yard.
 - iv. Trees shall be a minimum of three caliper inches (3") as measured at 1 foot above grade.
 - v. The front, side and rear yard must be irrigated by a programmable irrigation system and sodded with grass.
- O. **Mailboxes.** Mailboxes on a Type A Lot shall be consistent with the theme for the street and with the materials of the home on the respective lot, unless otherwise required by USPS (United States Postal Service).
- P. **Satellite Dishes.** Satellite dishes, limited to eighteen inches (18") in diameter or smaller, mounted below the ridgeline on the roof, and not in public view from the front of the home are permitted on Type A Lots.

- Q. **Air Conditioners.** No window or wall air conditioning units will be permitted on structures on Type A Lots. Outside condensing units (compressors) which are not located within a privacy fenced area shall be screened by shrubbery save and except access and service space to the condensing units which may not be visible from the street.
- R. **Plan Elevations.** On Type A Lots, plan elevations shall alternate every four (4) homes on the same side of a street and every three (3) homes on opposite sides of the street. Illustrative examples of the elevations and floor plans for Type A Lots are attached hereto as Exhibit "F-1".
- S. **Accessory Structures.** Accessory structures used as a garage, a garage apartment, or guest house, will be allowed.
- i. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.
 - ii. Accessory structures shall be separate from the main dwelling by a minimum of ten (10) feet, have a minimum Rear yard setback of ten (10) feet, and a minimum Side yard setback of eight (8) feet.
- b. **Type B Lots:** The area and building standards for Type B Lots are as follows and as set forth in Table 1:
- A. **Minimum Lot Size.** The minimum lot size for Type B Lots shall be nine thousand (9,000) square feet. A typical lot will be 70' x 128', but may vary as long as requirements in Table 1 are accommodated.
- B. **Minimum Lot Width.** The minimum lot width for Type B Lots shall be seventy (70) feet.
- C. **Minimum Yard Setbacks.**
- i. **Minimum Front yard Setback:** The minimum Front yard setback for Type B Lots shall be twenty-five (25) feet. The minimum front yard and rear yard requirements for staggering the front yards, as set forth in Section 9.3.F of the Town's Zoning Ordinance, as amended shall apply to Type B Lots.
 - ii. **Minimum Side yard Setback:**
 - (a) The minimum Side yard setback for Type B Lots shall be eight (8) feet.

- (b) For courtyard homes, as defined herein, the minimum side yard setback shall be either fourteen (14) feet for one side and two (2) feet for the other side yard or thirteen (13) feet for one side and three (3) feet for the other side yard. Windows on the 2' or 3' side of the courtyard home will not be allowed unless they are opaque or consist of glassblock.
- (c) For corner lots, the minimum Side yard setback shall be fifteen (15) feet.

iii. **Minimum Rear yard Setback:**

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

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

- D. **Minimum Floor Space.** Each dwelling constructed on a Type B Lot shall contain a minimum of two thousand, one hundred (2,100) square feet of floor space. Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling
- E. **Height.** The maximum height for structures on Type B Lots shall be forty (40) feet.
- F. **Courtyard Home Option.** Courtyard Homes, which are defined as homes having an open-air courtyard surrounded on three sides by the home, are permitted.
- G. **Driveways.** Driveways fronting on a street on Type B Lots shall be constructed of the following materials: concrete, brick pavers, stone, interlocking pavers, stamped concrete, or concrete with stone or brick border.

H. **Exterior Surfaces.**

- i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred (100) percent masonry. Cementitious fiber board is considered masonry, but may only constitute fifty (50) percent of the area for stories other than the first story. However, cementitious fiber board may not be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Director of Development Services.
- ii. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.
- iii. **Address Plaque.** ~~A cast stone~~An address plaque or numbers made of cast stone, metal or other materials used on the exterior of the home of a size that meets Town fire code is required for each Type B Lot. ~~The style of the cast stone address plaque shall be uniform throughout each section of development.~~
- iv. **Chimneys.** On Type B Lots, all exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be 100% brick or stone.
- v. **Stucco.** Stucco on structures on Type B Lots shall be traditional 3-coat process cement plaster stucco.
- vi. **EIFS.** EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type B Lots.

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

- i. Window shutters may be used on structures on Type B Lots. Window shutters shall be painted, stained wood, or fiberglass.
- ii. No reflective window coverings or treatments shall be permitted.

J. **Roofing.**

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

K. **Garages.**

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

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

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

- i. All Type B Lots backing or siding to Open Space shall have a decorative metal fence abutting to said open space.

- ii. All other fencing shall be constructed of cedar, board on board with a top rail, and shall be supported with galvanized steel posts. A common fence stain color as well as fence detail shall be established for the community by the developer.
- iii. No fencing shall extend beyond a point ten feet (10') behind the front wall plane of the structure into the front yard.

N. **Landscaping.**

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

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

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

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

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

- S. **Accessory Structures.** Accessory structures used as a garage, a garage apartment, or guest house, will be allowed.
- i. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.
 - ii. Accessory structures shall be separate from the main dwelling by a minimum of ten (10) feet, have a minimum Rear yard setback of ten (10) feet, and a minimum Side yard setback of eight (8) feet.
- c. **Type C Lots:** The area and building standards for Type C Lots are as follows and as set forth in Table 1:
- A. **Minimum Lot Size.** The minimum lot size for Type C Lots shall be ten thousand, five hundred (10,500) square feet. A typical lot will be 80' x 131', but may vary as long as the requirements of Table 1 are accommodated.
 - B. **Minimum Lot Width.** The minimum lot width for Type C Lots shall be eighty (80) feet.
 - C. **Minimum Yard Setbacks.**
 - i. **Minimum Front yard Setback:** The minimum Front yard setback for Type C Lots shall be twenty-five (25) feet. The minimum front yard and rear yard requirements for staggering the front yards, as set forth in Section 9.3.F of the Town's Zoning Ordinance, as amended shall apply to Type C Lots.
 - ii. **Minimum Side yard Setback:**
 - (a) The minimum Side yard setback for Type C Lots shall be eight (8) feet.
 - (b) For courtyard homes, as defined herein, the minimum side yard setback shall be either fourteen (14) feet for one side and two (2) feet for the other side yard or thirteen (13) feet for one side and three (3) feet for the other side yard. Windows on the 2' or 3' side of the courtyard home will not be allowed unless they are opaque or consist of glass block.
 - (c) For corner lots, the minimum Side yard setback shall be fifteen (15) feet.

iii. **Minimum Rear yard Setback:**

- (a) The minimum Rear yard setback shall be twenty-five (25) feet.
- (b) For Courtyard Homes, as defined herein, the minimum Rear yard setback is ten (10) feet for a maximum number of lots not to exceed forty five (45) Type C lots.

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

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

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

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

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

H. **Exterior Surfaces.**

- i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred (100) percent masonry or properly stained and sealed decorative wood products. Such decorative wood products would include cedar shake shingles, Douglas Fir siding, Cedar siding and

lpe wood siding. Cementitious fiber board is considered masonry, ~~but may only constitute fifty (50) percent of the area for stories other than the first story.~~ However, cementitious fiber board or decorative wood products may ~~not only~~ be used as ~~a the primary exterior~~ façade cladding material ~~for portions of upper stories that are in the same vertical plane in a limited number of homes as the first story.~~ Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Director of Development Services, specified in Table 1.

- ii. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.

- iii. **Address Plaque.** ~~A cast stone~~An address plaque or numbers made of cast stone, metal or other materials used on the exterior of the home of a size that meets Town fire code is required for each Type C Lot. ~~The style of the cast stone address plaque shall be uniform throughout each section of development.~~

- iv. **Chimneys.** On Type C Lots, all exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be 100% brick or stone.

- v. **Stucco.** Stucco on structures on Type C Lots shall be traditional 3-coat process cement plaster stucco.

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

- I. **Windows.** All window framing on structures on Type C Lots shall be bronzed, cream, sand ~~or white,~~ white or other commercially available colors in anodized aluminum, vinyl or wood.

- i. Window shutters may be used on structures on Type C Lots. Window shutters shall be painted, stained wood, or fiberglass.
- ii. No reflective window coverings or treatments shall be permitted.

J. **Roofing.**

- i. Structures constructed on the Type C Lots shall have a composition, slate, synthetic slate, standing seam metal, clay tile or cement/concrete tile roof.
- ii. ~~The color of the composition roof must appear to be weathered wood shingles, black or slate, unless such other color is approved by the Director of Development Services.~~
- iii. Composition roof shingles must be laminated and have a minimum warranty of 30 years.
- iv. The main roof pitch of any structure shall have a minimum slope of 8" in 12" for at least 75% of all Type C Lots. Up to 25% of Type C Lots may have roof pitches anywhere in the range between 8" in 12". Clay tile and cement/concrete tile roofs shall have a minimum slope of 3" in 12". 3" in 12" for 25% of Type C lots, 4" in 12" for 25% of Type C Lots, 5" in 12" for 25% of Type C Lots, and 6 and 8" in 12" for 25% of Type C lots. Pitch ends shall be 100% guttered.

K. **Garages.**

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

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

- M. **Fencing.** No fence, wall or hedge on a Type C Lot shall exceed eight (8) feet in height or be less than four (4) feet in height unless otherwise specifically required by the Town of Prosper.
- i. All Type C Lots backing or siding to Open Space shall have a decorative metal fence abutting to said open space.
 - ii. All other fencing shall be constructed of cedar, board on board with a top rail, and shall be supported with galvanized steel posts. A common fence stain color as well as fence detail shall be established for the community by the developer.
 - iii. No fencing shall extend beyond a point ten feet (10') behind the front wall plane of the structure into the front yard.
- N. **Landscaping.**
- i. A minimum of nine (9) caliper inches of trees shall be planted on all Type C Lots.
 - ii. A minimum of two (2) three inch (3") caliper trees shall be located in the front yard.
 - iii. Corner lots adjacent to a street shall plant (1) additional tree in the side yard.
 - iv. Trees shall be a minimum of three caliper inches (3") as measured at 1 foot above grade.
 - v. The front, side and rear yard must be irrigated by a programmable irrigation system and sodded with grass.
- O. **Mailboxes.** Mailboxes on a Type C Lot shall be consistent with the theme for the street and with the materials of the home on the respective lot, unless otherwise required by USPS (United States Postal Service).
- P. **Satellite Dishes.** Satellite dishes, limited to eighteen inches (18") in diameter or smaller, mounted below the ridgeline on the roof, and not in public view from the front of the home are permitted on Type C Lots.
- Q. **Air Conditioners.** No window or wall air conditioning units will be permitted on structures on Type C Lots. Outside condensing units (compressors) which are not located within a privacy fenced area shall be screened by shrubbery save and except

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

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

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

- i. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.
- ii. Accessory structures shall be separate from the main dwelling by a minimum of ten (10) feet, have a minimum Rear yard setback of ten (10) feet, and a minimum Side yard setback of eight (8) feet.

- d. **Type D Lots:** The area and building standards for Type D Lots are as follows and as set forth in Table 1:

- A. **Minimum Lot Size.** The minimum lot size for Type D Lots shall be twelve thousand, five hundred (12,500) square feet. A typical lot will be 90' x 138', but may vary as long as requirements Table 1 are accommodated.

- B. **Minimum Lot Width.** The minimum lot width for Type D Lots shall be ninety (90) feet.

- C. **Minimum Yard Setbacks.**

- i. **Minimum Front yard Setback:** The minimum Front yard setback for Type D Lots shall be twenty-five (25) feet. The minimum front yard and rear yard requirements for staggering the front yards, as set forth in Section 9.3.F of the Town's Zoning Ordinance, as amended shall apply to Type D Lots.

- ii. **Minimum Side yard Setback:**

- (a) The minimum Side yard setback for Type D Lots shall be eight (8) feet.
- (b) For corner lots, the minimum Side yard setback shall be fifteen (15) feet.

- iii. **Minimum Rear yard Setback:** The minimum Rear yard setback shall be twenty-five (25) feet.
- iv. **Permitted Encroachment.** Architectural features and porches may encroach into required front and rear yards up to five (5) feet. On corner lots, architectural features and porches may encroach into required side yards up to five (5) feet on the road side. Swing-in garages may encroach into required front yards up to ten (10) feet. Front facing garages are permitted to extend to the front façade of the main structure, but may not encroach into the required front yard.
- D. **Minimum Floor Space.** Each dwelling constructed on a Type D Lot shall contain a minimum of two thousand, six hundred (2,600) square feet of floor space. Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling
- E. **Height.** The maximum height for structures on Type D Lots shall be forty-five (45) feet.
- F. **Driveways.** Driveways fronting on a street on Type D Lots shall be constructed of the following materials: concrete, brick pavers, stone, interlocking pavers, stamped concrete, or concrete with stone or brick border.
- G. **Exterior Surfaces.**
 - i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred (100) percent masonry or properly stained and sealed decorative wood products. Such decorative wood products would include cedar shake shingles, Douglas Fir siding, Cedar siding and lpe wood siding. Cementitious fiber board is considered masonry but may only constitute fifty (50) percent of the area for stories other than the first story. However, cementitious fiber board or decorative wood products may not only be used as a the primary exterior façade cladding material for portions of upper stories that are in the same vertical plane in a limited number of homes as the first story. Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall,

~~or other architectural features approved by the Building Official specified in Table 1.~~

- ii. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.
- iii. **Address Plaque.** ~~A cast stone~~An address plaque ~~or numbers made of cast stone, metal or other materials used on the exterior of the home of a size that meets Town fire code~~ is required for each Type D Lot. ~~The style of the cast stone address plaque shall be uniform throughout each section of development.~~
- iv. **Chimneys.** On Type D Lots, all exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be 100% brick or stone.
- v. **Stucco.** Stucco on structures on Type D Lots shall be traditional 3-coat process cement plaster stucco.
- vi. **EIFS.** EIFS (Exterior Insulating and Finish Process) is not allowed on structures on Type D Lots.

H. **Windows.** All window framing on structures on Type D Lots shall be bronzed, cream, sand ~~or~~, white or other commercially available colors in anodized aluminum, vinyl or wood.

- i. Window shutters may be used on structures on Type D Lots. Window shutters shall be painted, stained wood, or fiberglass.
- ii. No reflective window coverings or treatments shall be permitted.

I. **Roofing.**

- i. Structures constructed on the Type D Lots shall have a composition, slate, synthetic slate, standing seam metal, clay tile or cement/concrete tile roof.
- ~~ii. The color of the composition roof must appear to be weathered wood shingles, black or slate,~~

~~unless such other color is approved by the Director of Development Services.~~

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

~~iv.~~ iii. The main roof pitch of any structure shall have a minimum slope of 8" in 12" for at least 50% of all Type D Lots. Up to 50% of Type D Lots may have roof pitches anywhere in the range between 3" in 12" and 8" in 12". ~~8" in 12". Clay tile and cement/concrete tile roofs shall have a minimum slope of 3" in 12". 3" in 12" for 25% of Type D lots, 4" in 12" for 25% of Type D Lots, 5" in 12" for 25% of Type D Lots, and 6" in 12" for 25% of Type D lots.~~ Pitch ends shall be 100% guttered.

J. **Garages.**

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

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

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

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

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

M. **Landscaping.**

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

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

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

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

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

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

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

- ii. Accessory structures shall be separate from the main dwelling by a minimum of ten (10) feet, have a minimum Rear yard setback of ten (10) feet, and a minimum Side yard setback of eight (8) feet.
- e. **Type E Lots:** The area and building standards for Type E Lots are as follows and as set forth in Table 1:
 - A. **Minimum Lot Size.** The minimum lot size for Type E Lots shall be 6,000 square feet. A typical lot will be 50' x 130', but may vary as long as requirements in Table 1 are accommodated.
 - B. **Minimum Lot Width.** The minimum lot width for Type E Lots shall be fifty feet (50').
 - C. **Minimum Yard Setbacks.**
 - i. **Minimum Front yard Setback:** The minimum Front yard setback for Type E Lots shall be twenty-five feet (25'). The minimum front yard and rear yard requirements for staggering the front yards, as set forth in Section 9.3.F of the Town's Zoning Ordinance, as it currently exists, shall apply to Type E Lots.
 - ii. **Minimum Side yard Setback:**
 - (a) The minimum Side yard setback for Type E Lots shall be five feet (5').
 - (b) For corner lots, the minimum Side yard setback shall be fifteen feet (15').
 - iii. **Minimum Rear yard Setback:**
 - (a) The minimum Rear yard setback shall be twenty-five feet (25'), with a twenty-foot (20') Rear yard setback allowed on lots that have a thirty foot (30') Front yard setback.
 - iv. **Permitted Encroachment.** Architectural features and porches may encroach into required front and rear yards up to ten feet (10'). Swing-in garages may encroach into required front yards up to ten feet (10'). Front facing garages are permitted to extend to the front façade of the main structure, but may not encroach into the required front yard.

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

v. **Stucco.** Stucco on structures on Type E Lots shall be traditional 3-coat process cement plaster stucco.

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

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

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

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

J. **Roofing.**

i. Structures constructed on the Type E Lots shall have a composition, slate ~~or clay~~ tile or cement/concrete tile roof.

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

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

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

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

K. **Garages.**

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

- ii. Homes with two (2) single car width garage doors facing the street shall have such garage doors separated by a masonry column of no less than twelve inches (12') in width.
- iii. Garage doors shall have a minimum Front yard setback of twenty-five feet (25').
- iv. A minimum of fifty percent (50%) shall have two (2) single garage doors split by a masonry column.
- v. A maximum two (2) garage spaces shall face the street.
- vi. Garage doors shall be constructed of wood, or a material that gives the appearance of a real wood door. Materials may consist of paint or stain grade wood (Cedar, Ash, Hemlock, etc.) or other material, including fiberglass or steel, that when stained or painted gives the appearance of a real wood door.
- vii. Two of the following garage door upgrades shall be incorporated:
 - (a) Carriage style door designs giving the appearance of a classic swing-open design with the flexibility of an overhead door operation
 - (b) Doors incorporating decorative hardware
 - (c) Doors with windows

L. **Plate Height.** Each structure on a Type E Lot shall have a minimum principal plate height of nine feet (9') on the first floor.

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

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

shall be established for the community by the developer.

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

N. **Landscaping.**

- i. A minimum of six caliper inches (6") of trees shall be planted on all Type E Lots (inclusive of street trees).
- ii. Corner lots adjacent to a street shall plant (1) additional tree in the side yard.
- iii. Trees shall be a minimum of three caliper inches (3") as measured at 1 foot above grade.
- iv. The front, side and rear yard must be irrigated by a programmable irrigation system and sodded with grass.
- v. A minimum of one (1) tree shall be located in the front yard.

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

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

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

- R. **Plan Elevations.** On Type E Lots, plan elevations shall alternate every fourth (4th) homes on the same side of a street and every third (3rd) homes on opposite sides of the street. Illustrative examples of the elevations and floor plans for Type G Lots are attached hereto as Exhibit "F-5".

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

- i. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.
 - ii. Accessory structures shall be separate from the main dwelling by a minimum of ten feet (10'), have a minimum Rear yard setback of ten feet (10'), and a minimum Side yard setback of eight feet (8').
- T. **Porches.** A minimum of twenty-five percent (25%) of Type E Lots shall have a front porch, subject to the following regulations.
 - i. A minimum of fifteen percent (15%) of homes along a block face shall have a porch.
 - ii. The minimum porch depth shall be seven feet (7').
 - iii. The minimum porch width for a house with a split garage door shall be seven feet (7').
 - iv. The minimum porch width for a house without a split garage door shall be ten feet (10').
- U. **House Pad Width.** Type E lots shall have a minimum pad width of thirty-nine feet, six inches (39' 6").
- f. **Type F Lots:** The area and building standards for Type F Lots are as follows and as set forth in Table 1:
 - A. **Minimum Lot Size.** The minimum lot size for Type F Lots shall be 20,000 square feet. A typical lot will be 120' x 170', but may vary as long as requirements in Table 1 are accommodated.
 - B. **Minimum Lot Width.** The minimum lot width for Type F Lots shall be one hundred twenty feet (120').
 - C. **Minimum Yard Setbacks.**
 - i. **Minimum Front yard Setback:** The minimum Front yard setback for Type F Lots shall be thirty feet (30'). The minimum front yard and rear yard requirements for staggering the front yards, as set forth in Section 9.3.F of the Town's Zoning Ordinance, as amended shall apply to Type F Lots.
 - ii. **Minimum Side yard Setback:**

- (a) The minimum Side yard setback for Type F Lots shall be twenty feet (20').
- (b) For courtyard homes, as defined herein, the minimum Side yard setback shall be twenty-six feet (26') for one side and fourteen feet (14') for the other side yard. Windows on the 14' side of the courtyard home will not be allowed unless they are opaque or consist of glass block.
- (c) For corner lots, the minimum Side yard setback shall be twenty-five feet (25').

iii. **Minimum Rear yard Setback:**

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

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

- D. **Minimum Floor Space.** Each dwelling constructed on a Type F Lot shall contain a minimum of three thousand (3,000) square feet of floor space if constructed as a single story structure and three thousand five hundred (3,500) if constructed as a two story structure. Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling
- E. **Height.** The maximum height for structures on Type F Lots shall be forty-five feet (45').
- F. **Courtyard Home Option.** Courtyard Homes, which are defined as homes having an open-air courtyard surrounded on three sides by the home, are permitted.

- G. **Driveways.** Driveways fronting on a street on Type F Lots shall be constructed of the following materials: concrete, brick pavers, stone, interlocking pavers, stamped concrete, or concrete with stone or brick border.
- H. **Exterior Surfaces.**
- i. The exterior facades of a main building or structure, excluding glass windows and doors, shall be constructed of one hundred (100) percent ~~(100%) masonry, or properly stained and sealed decorative wood products.~~ Such decorative wood products would include cedar shake shingles, Douglas Fir siding, Cedar siding and Ipe wood siding. Cementitious fiber board is considered masonry, ~~but may only constitute fifty percent (50%) of the area for stories other than the first story.~~ However, cementitious fiber board or decorative wood products may ~~not only~~ be used as ~~a the primary exterior~~ façade cladding material for portions of upper stories that are in the same vertical plane in a limited number of homes as the first story. ~~Cementitious fiber board may also be used for architectural features, including window box-outs, bay windows, roof dormers, garage door headers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Director of Development Services specified in Table 1.~~
 - ii. The surface area of windows surrounded completely by brick may be included within the computation of the exterior brick, brick veneer, stone, or stone veneer wall area of a residence.
 - iii. **Address Plaque.** ~~A cast stone~~An address plaque or numbers made of cast stone, metal or other materials used on the exterior of the home of a size that meets Town fire code is required for each Type F Lot. ~~The style of the cast stone address plaque shall be uniform throughout each section of development.~~
 - iv. **Chimneys.** On Type F Lots, all exposed portions of the fire breast, flu and chimney shall be clad in cementitious lap siding, brick, stone or stucco. Chimneys located on an exterior wall must be one hundred percent (100%) brick or stone.

v. **Stucco.** Stucco on structures on Type F Lots shall be traditional 3-coat process cement plaster stucco.

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

I. **Windows.** All window framing on structures on Type F Lots shall be bronzed, cream, sand ~~or white, white or other commercially available colors in~~ anodized aluminum, vinyl or wood.

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

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

J. **Roofing.**

i. Structures constructed on the Type F Lots shall have a composition, metal, slate, synthetic slate, standing seam metal, or tile roof.

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

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

~~iv.iii.~~ The main roof pitch of any structure shall have a minimum slope of 8" in 12" for at least 25% of all Type F Lots. Up to 75% of Type F Lots may have roof pitches anywhere in the range between 3" in 12" and 8" in 12". 8" in 12". Clay tile roofs shall have a minimum slope of 3" in 12". for 25% of Type F lots, 4" in 12" for 25% of Type F Lots, 5" in 12" for 25% of Type F Lots, and 6" in 12" for 25% of Type F lots. Pitch ends shall be 100% guttered.

K. **Garages.**

i. Homes shall have a minimum of two (2) car garages but no more than five (5). Rear located carports shall be permitted.

- ii. The maximum width of garage doors allowed to face the street shall be limited to three (3) car widths.
 - iii. Garage doors shall be constructed of either metal or wood.
- L. **Plate Height.** Each structure on a Type F Lot shall have a minimum principal plate height of ten feet (10') on the first floor.
- M. **Fencing.** No fence, wall or hedge on a Type F Lot shall exceed eight feet (8') in height or be less than four feet (4') in height unless otherwise specifically required by the Town of Prosper.
 - i. All Type F Lots backing or siding to Open Space shall have a decorative metal fence abutting to said open space.
 - ii. All other fencing shall be constructed of cedar, board on board with a top rail, and shall be supported with galvanized steel posts. A common fence stain color as well as fence detail shall be established for the community by the developer.
 - iii. No fencing shall extend beyond a point ten feet (10') behind the front wall plane of the structure into the front yard.
- N. **Landscaping.**
 - i. A minimum of twelve caliper inches (12") of trees shall be planted on all Type F Lots (inclusive of street trees).
 - ii. A minimum of one (1) tree shall be located in the front yard.
 - iii. Corner lots adjacent to a street shall plant (1) additional tree in the side yard.
 - iv. Trees shall be a minimum of three caliper inches (3") as measured at 1 foot above grade.
 - v. The front, side and rear yard must be irrigated by a programmable irrigation system and sodded with grass.
- O. **Mailboxes.** Mailboxes on a Type F Lot shall be consistent with the theme for the street and with the materials of the home on

the respective lot, unless otherwise required by USPS (United States Postal Service).

- P. **Satellite Dishes.** Satellite dishes, limited to eighteen inches (18") in diameter or smaller, mounted below the ridgeline on the roof, and not in public view from the front of the home are permitted on Type F Lots.
- Q. **Air Conditioners.** No window or wall air conditioning units will be permitted on structures on Type F Lots. Outside condensing units (compressors) which are not located within a privacy fenced area shall be screened by shrubbery save and except access and service space to the condensing units which may not be visible from the street.
- R. **Plan Elevations.** On Type F Lots, specific plan elevations shall not be repeated within a given platted phase.
- S. **Accessory Structures.** Accessory structures used as a garage, a garage apartment, or guest house, will be allowed.
 - i. Accessory structures shall be subject to the same exterior construction and architectural standards as the main dwelling.
 - ii. Accessory structures shall be separate from the main dwelling by a minimum of ten feet (10'), have a minimum Rear yard setback of ten feet (10'), and a minimum Side yard setback of eight feet (8').

TABLE 1

	Lot Type A	Lot Type B	Lot Type C	Lot Type D	Lot Type E	Lot Type F
Min. permitted lot sizes	8,000 sq. ft	9,000 sq. ft.	10,500 sq. ft	12,500 sq. ft.	6,000 sq.ft	20,000 sq.ft.
Max. permitted number of lots ¹	950 (maximum of 361 lot permitted in Phases 6 through 9 as indicated on Exhibit A-1)	1,074 (maximum of 511 lots permitted in Phases 6 through 9 as indicated on Exhibit A-1)	600 (maximum of 344 lots permitted in Phases 6 through 9 as indicated on Exhibit A-1)	160 (maximum of 2 lots permitted in Phases 6 through 9 as indicated on Exhibit A-1)	500 (shall be permitted in Phases 6 through 9 as indicated on Exhibit A-1)	40 ²
<u>Max. percentage of lots with 100% Cementitious Fiber Board or Decorative Wood Exterior</u>	<u>0%</u>	<u>0%</u>	<u>30%</u>	<u>30%</u>	<u>0%</u>	<u>30%</u>
¹ Max. permitted number of lots are transferrable from smaller Lot Type classifications to larger Lot Type classifications						
² 40 lots is also the <u>minimum number</u> of Type F lots required						
Min. Front Yard	25 ft.	25 ft.	25 ft.	25 ft.	25 ft.	30 ft.
Min. Side Yard	8 ft. (14'/2' or 13'/3' on courtyard option)	8 ft. (14'/2' or 13'/3' on courtyard option)	8 ft. (14'/2' or 13'/3' on courtyard option)	8 ft.	5 ft.	20 ft. (26'/14' on courtyard option)
Corner Lot	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	25 ft.
Min. Rear Yard	25 ft. (10' on courtyard option for no more than 140 Type A lots)	25 ft. (10' on courtyard option for no more than 110 Type B lots)	25 ft. (10' on courtyard option for no more than 45 Type C lots)	25 ft.	25 ft. (Thirty-foot (30') front setback, where a twenty-foot (20') rear setback is allowed)	30 ft.
Max. Building Height	40 ft.	40 ft.	45 ft.	45 ft.	40 ft.	45 ft.
Max. Lot Coverage	55%	50%	45% 60%	45% 55%	60%	40% 50%
Min. Lot Width	60 ft.	70 ft.	80 ft.	90 ft.	50 ft.	120 ft.
Min. Lot Depth	100 ft.	100 ft.	110 ft.	125 ft.	100 ft.	150 ft.
Min. Dwelling Area	1,900 sq. ft.	2,100 sq. ft.	2,300 sq. ft.	2,600 sq. ft.	1,700 sq. ft.	3,000 sq. ft. (Single Story) 3,500 sq. ft. (Two Story)
Min. Pad Width	N/A	N/A	N/A	N/A	39 ft., 6 in.	N/A

3. **Mixed-Use Tract**

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

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

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

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

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

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

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

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

¹ Multifamily setbacks include:

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

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

e. **Non-residential uses**

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

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

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

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

f. **Architectural.**

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

g. **Parking Areas**

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

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

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

i. **Fencing**

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

j. **Site Landscaping**

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

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

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

a. Size of Yards:

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

b. Size of Lots:

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

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

d. Lot Coverage: Fifty (50) percent.

e. Floor Area Ratio: Maximum 0.5:1.

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

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

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

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

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

4. **Parkland**

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

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

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

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

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

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

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

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

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

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

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

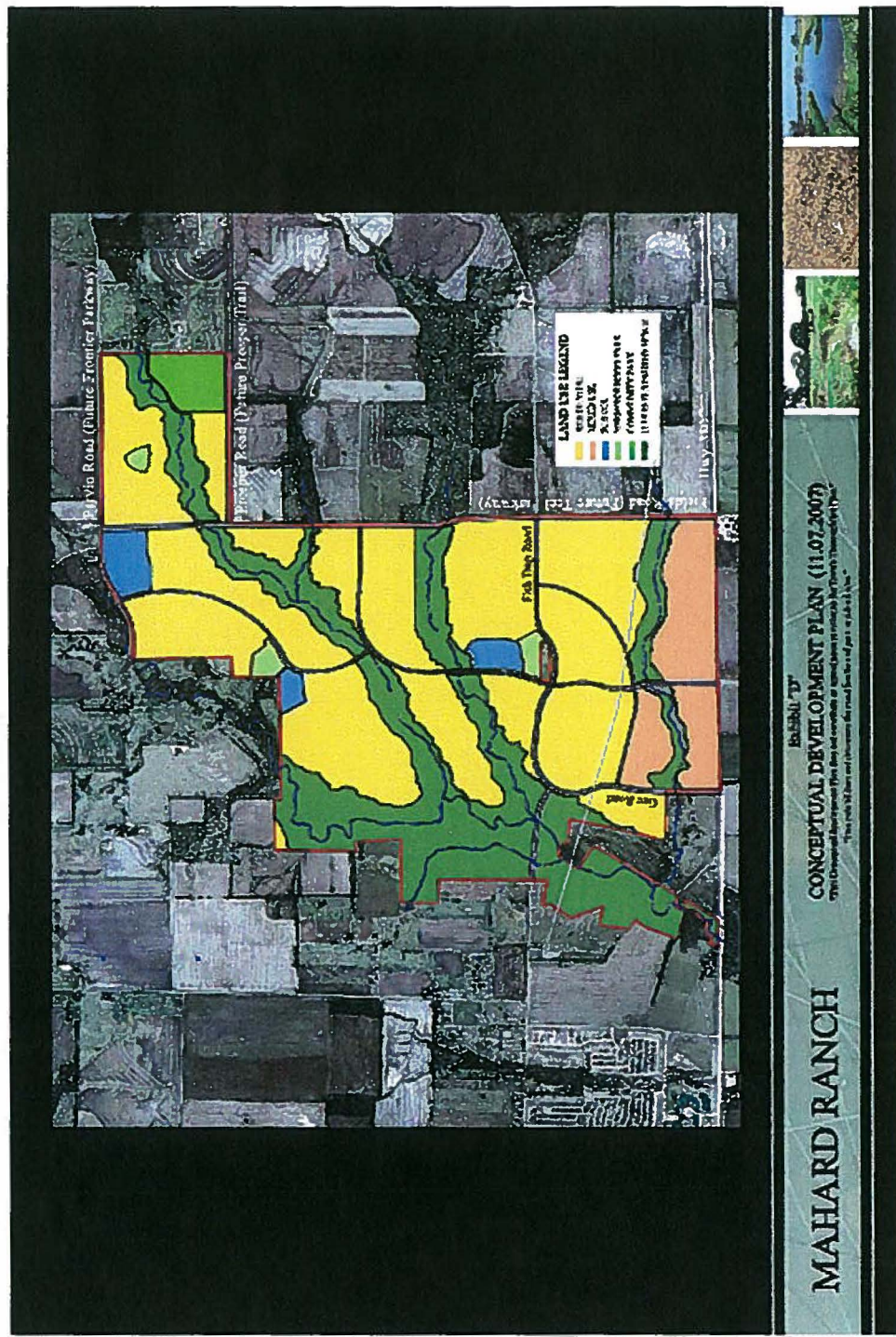


EXHIBIT "E"
Development Schedule for Windsong Ranch, Town of Prosper, Texas

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

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

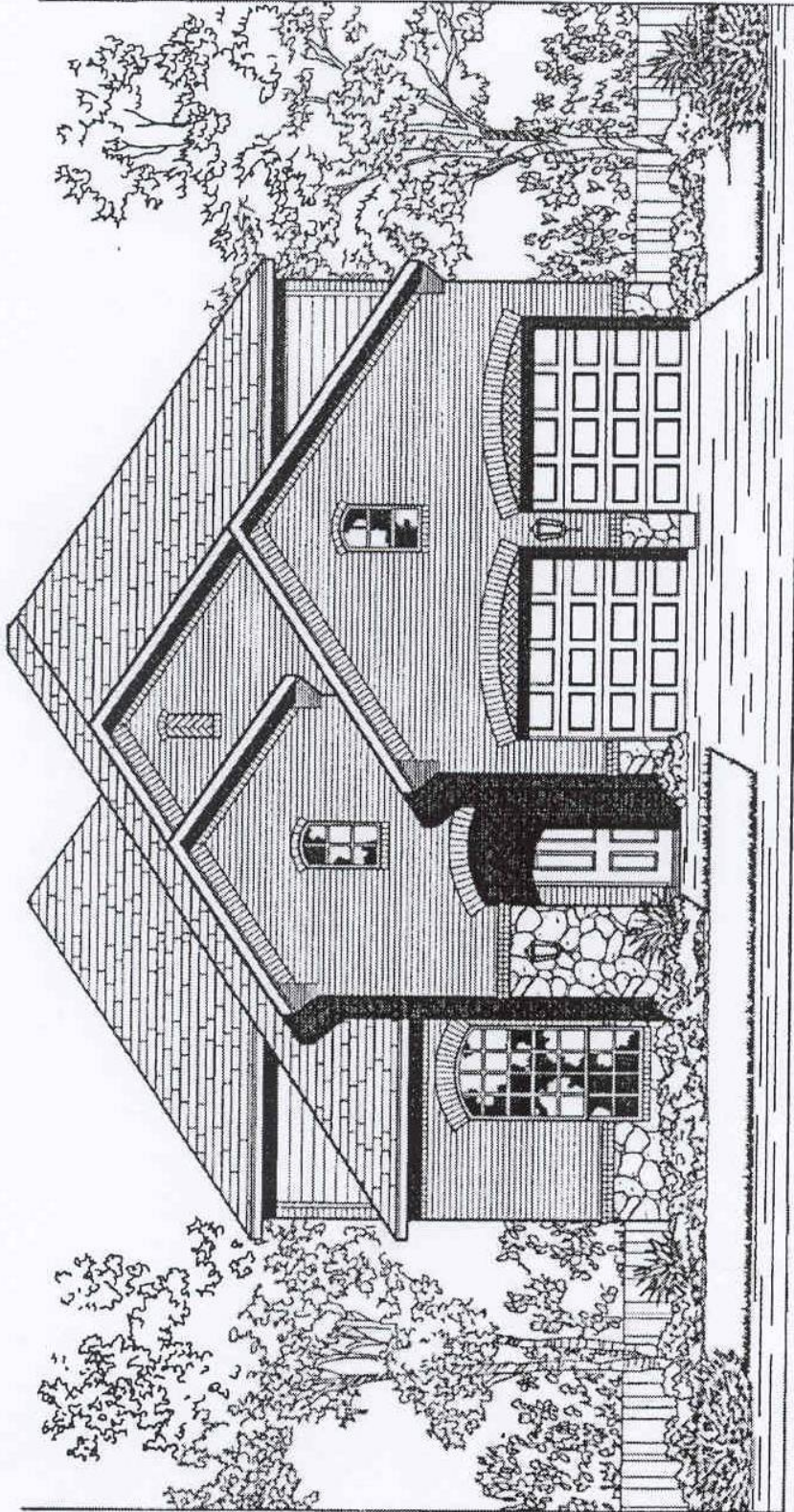
EXHIBIT “F”

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

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

EXHIBIT “F-1”

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





SCALE: 1" = 20'

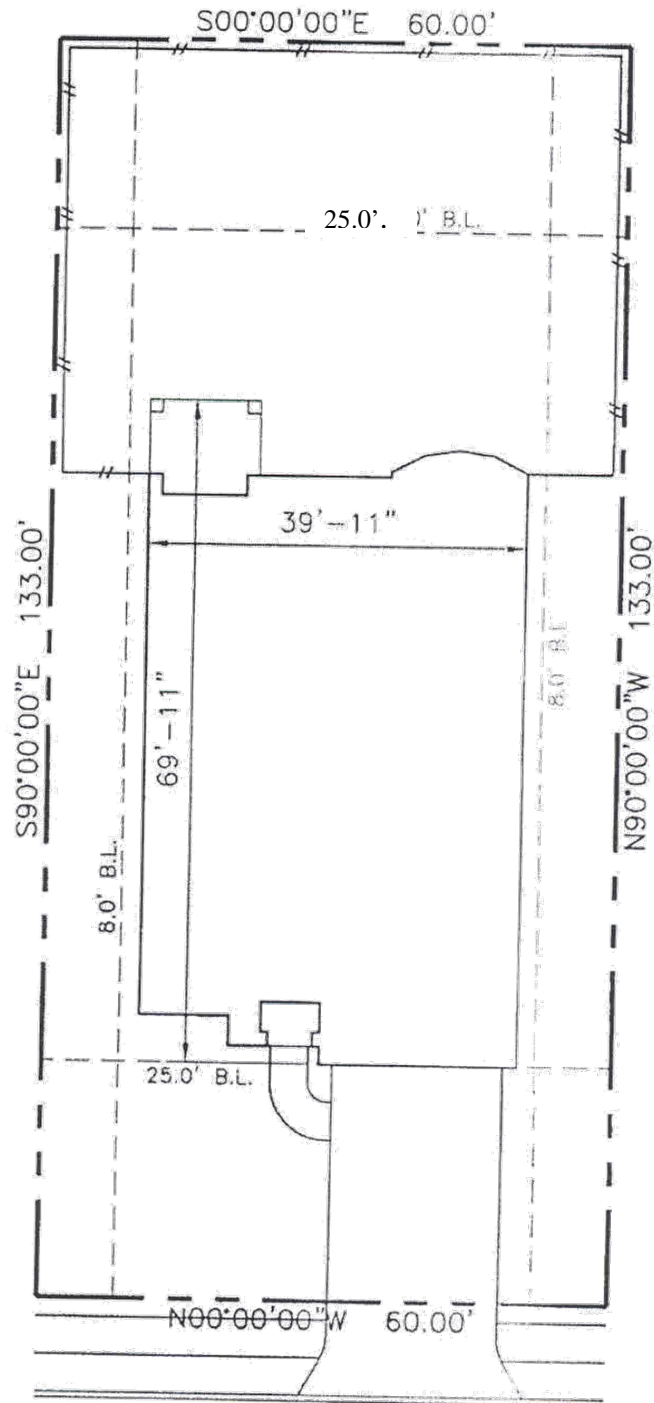
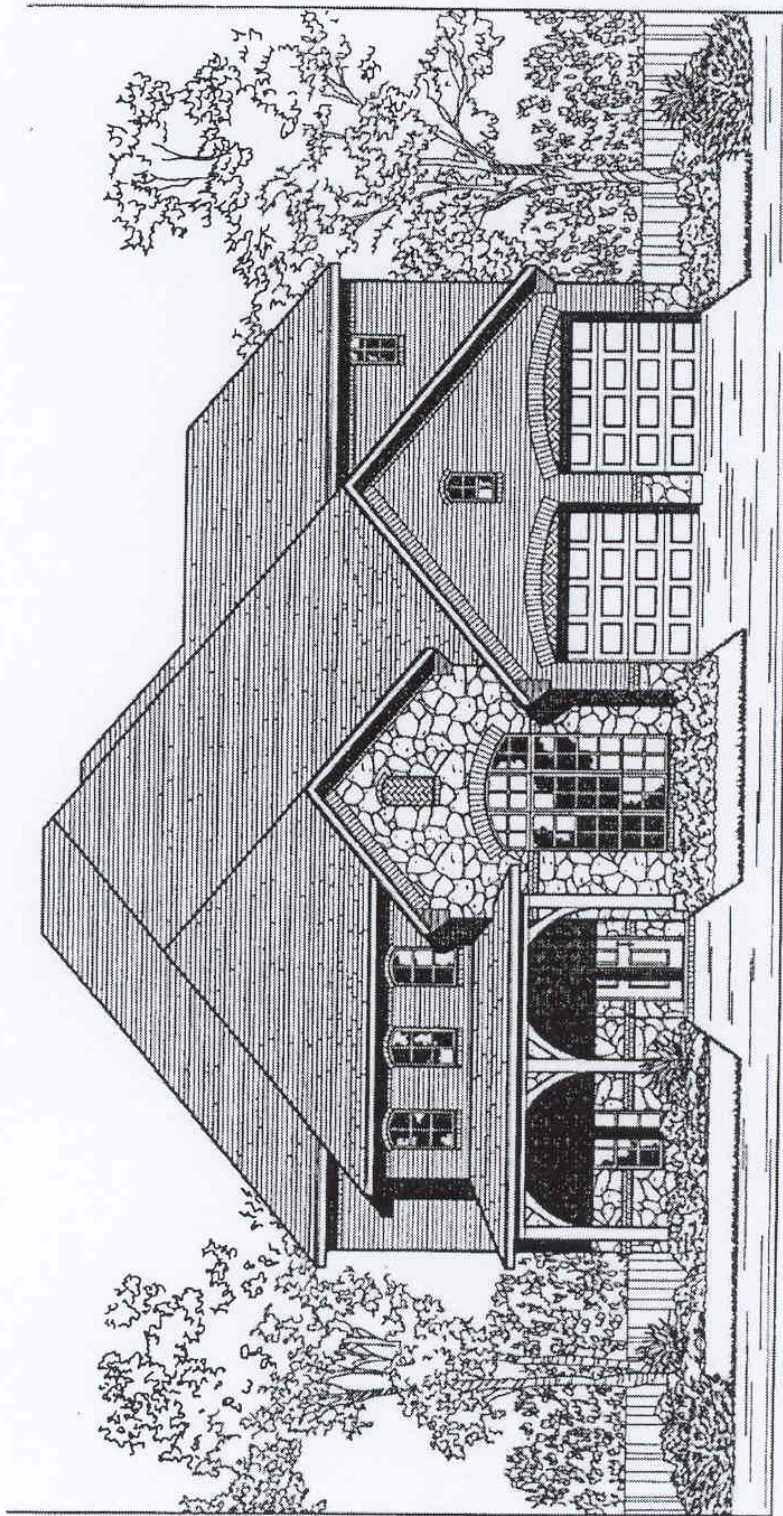


EXHIBIT “F-2”

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



22

SCALE: 1 = 20'

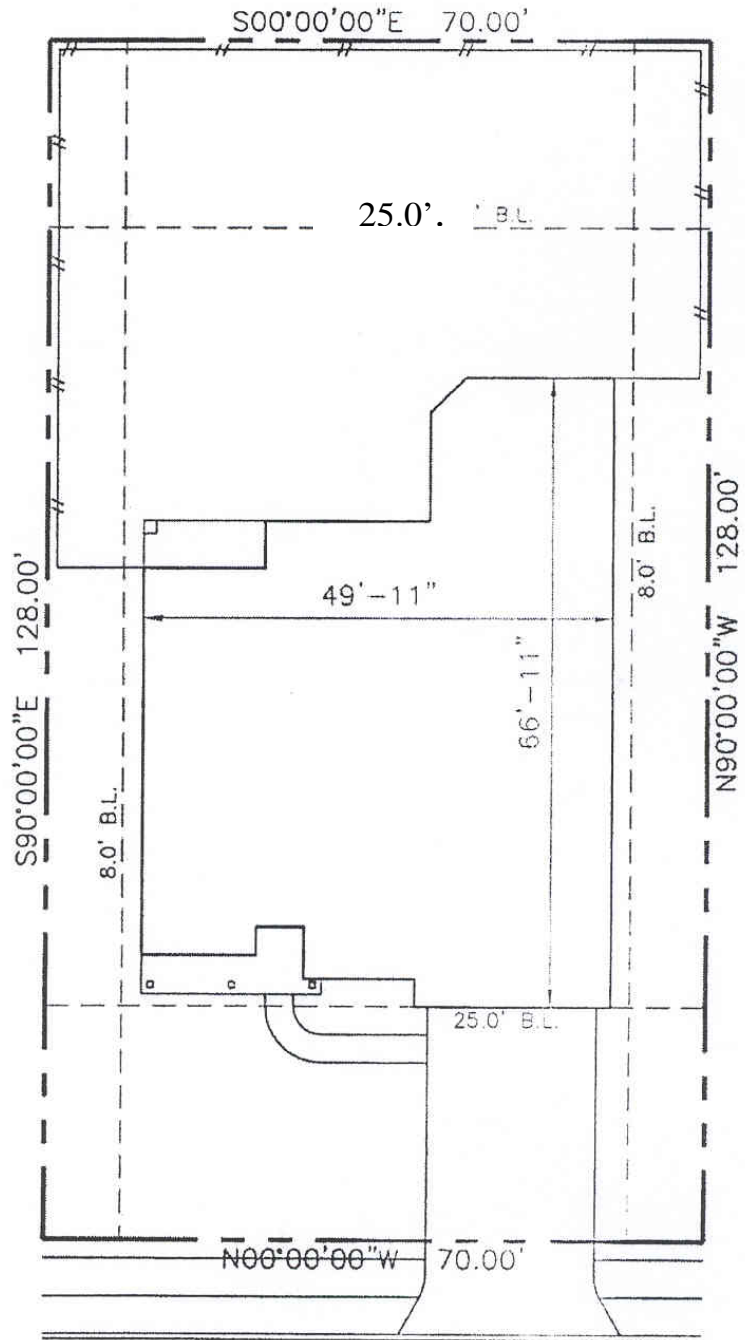
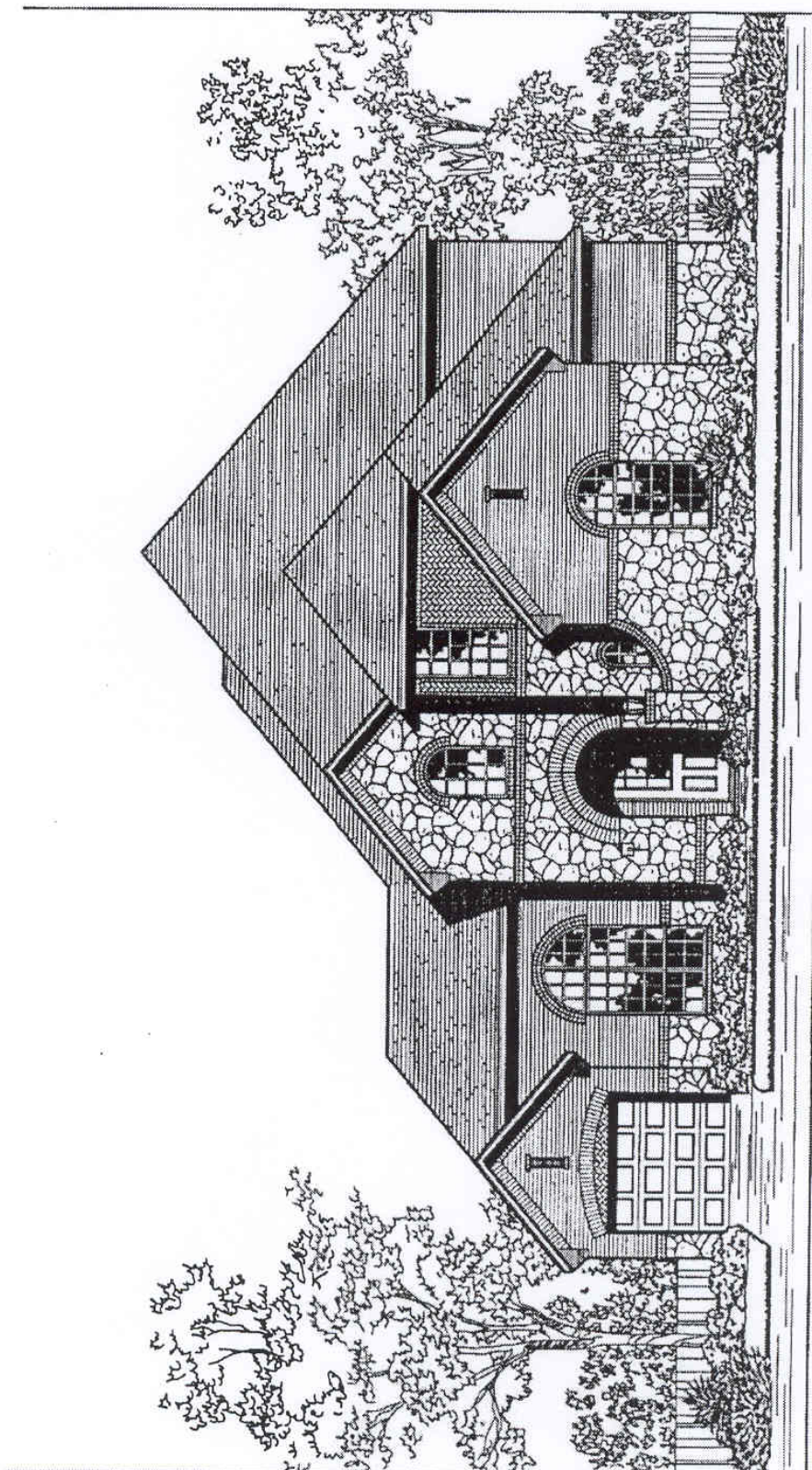
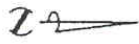


Exhibit “F-3”

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





SCALE: 1 = 20'

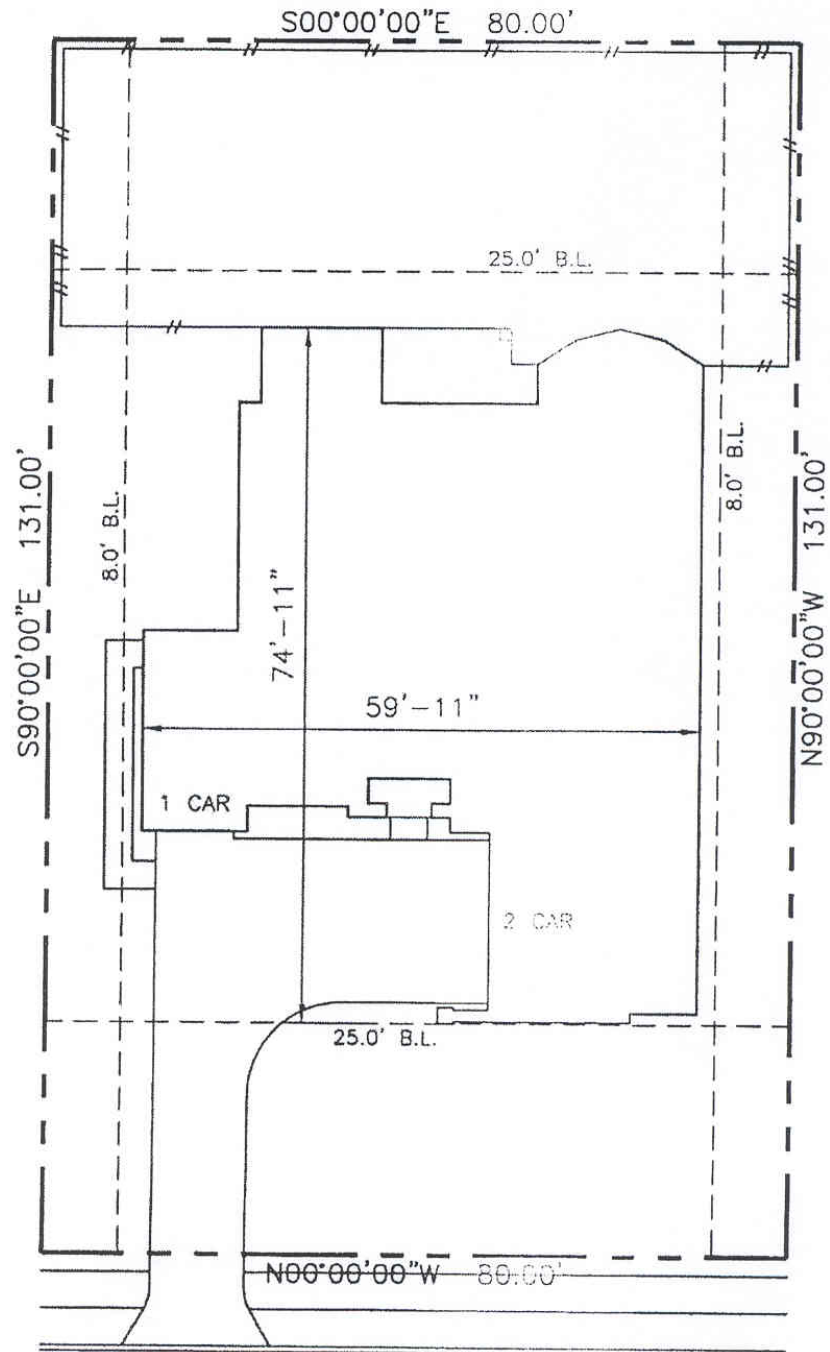
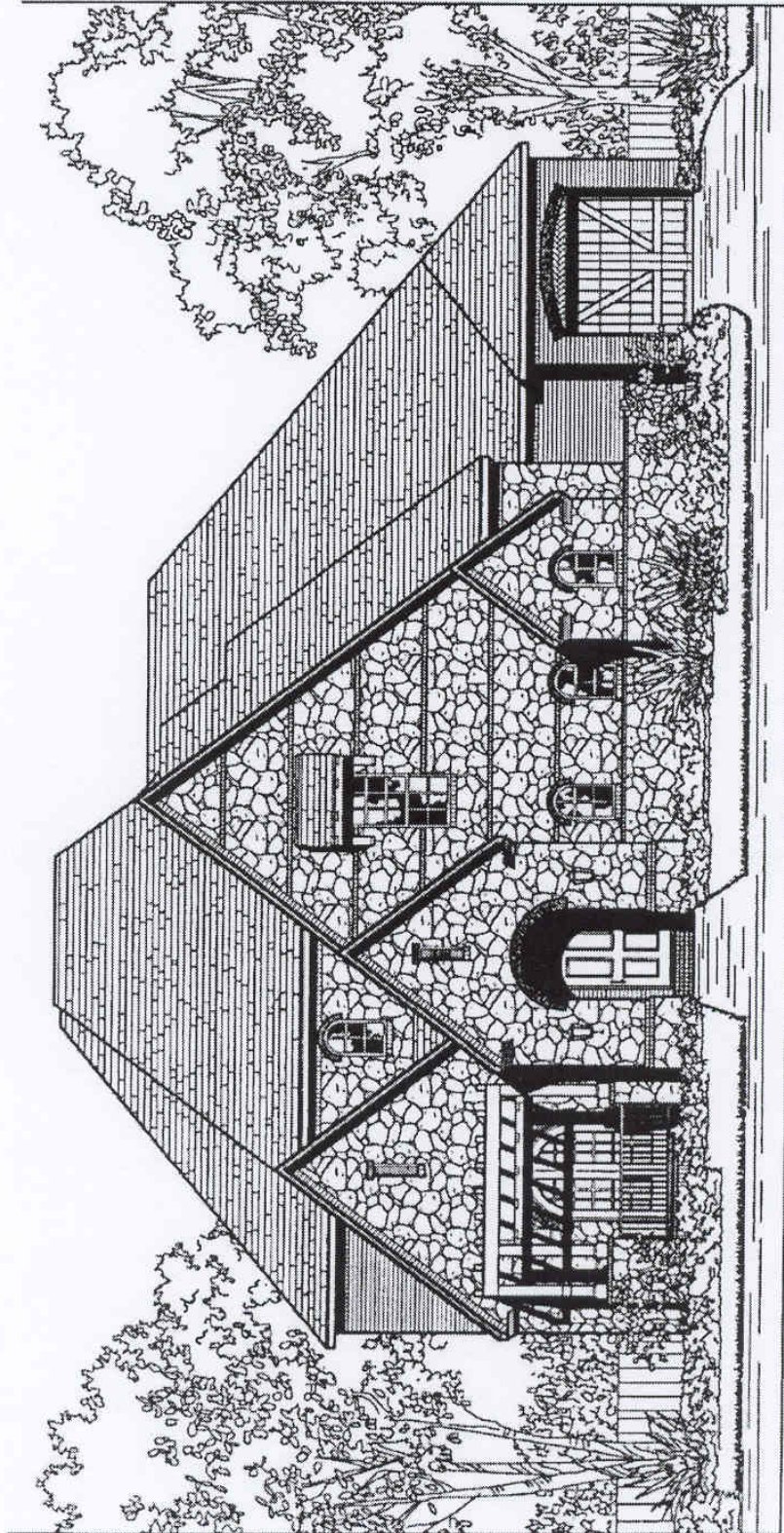


Exhibit “F-4”

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





SCALE: 1" = 20'

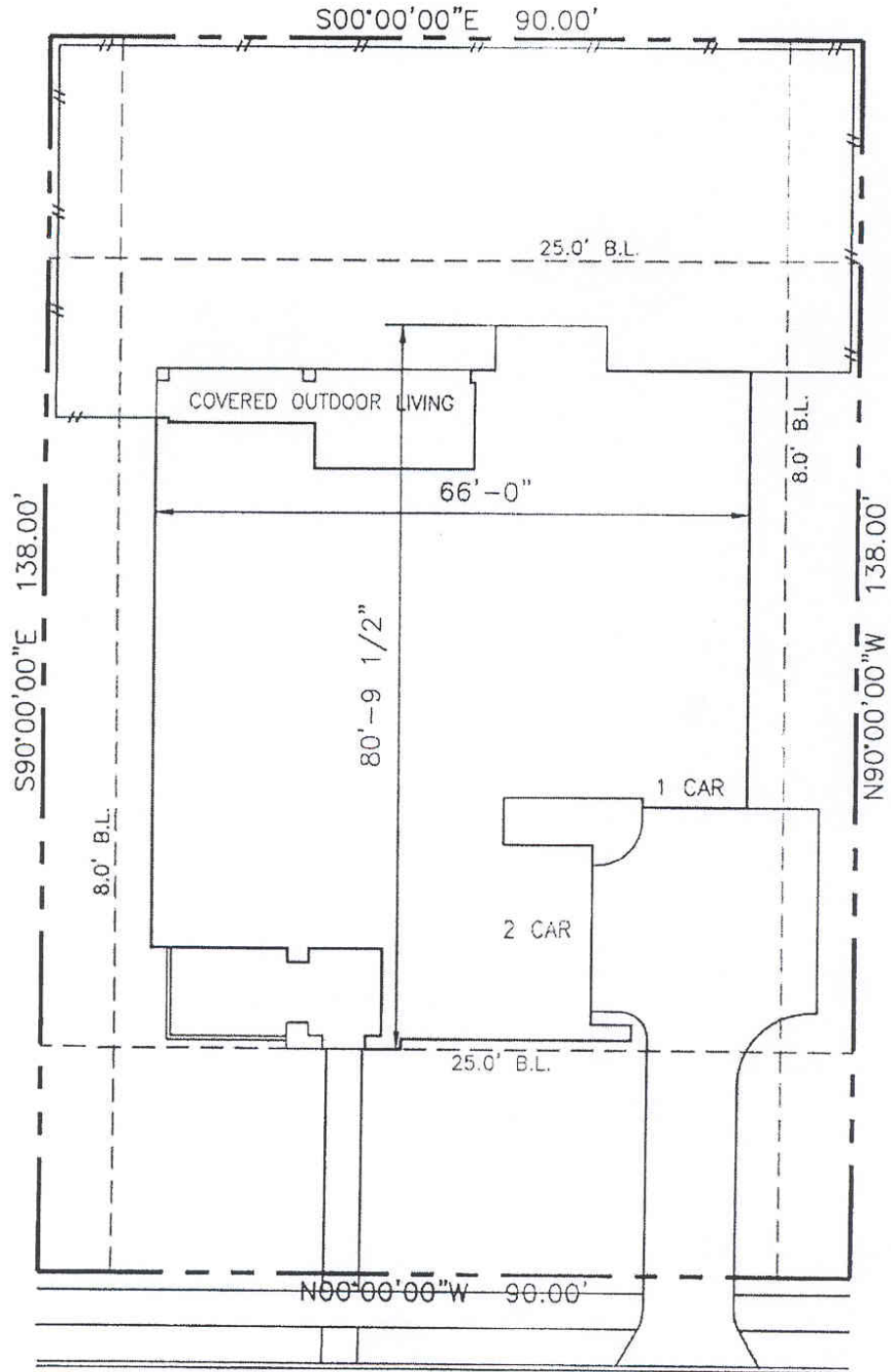
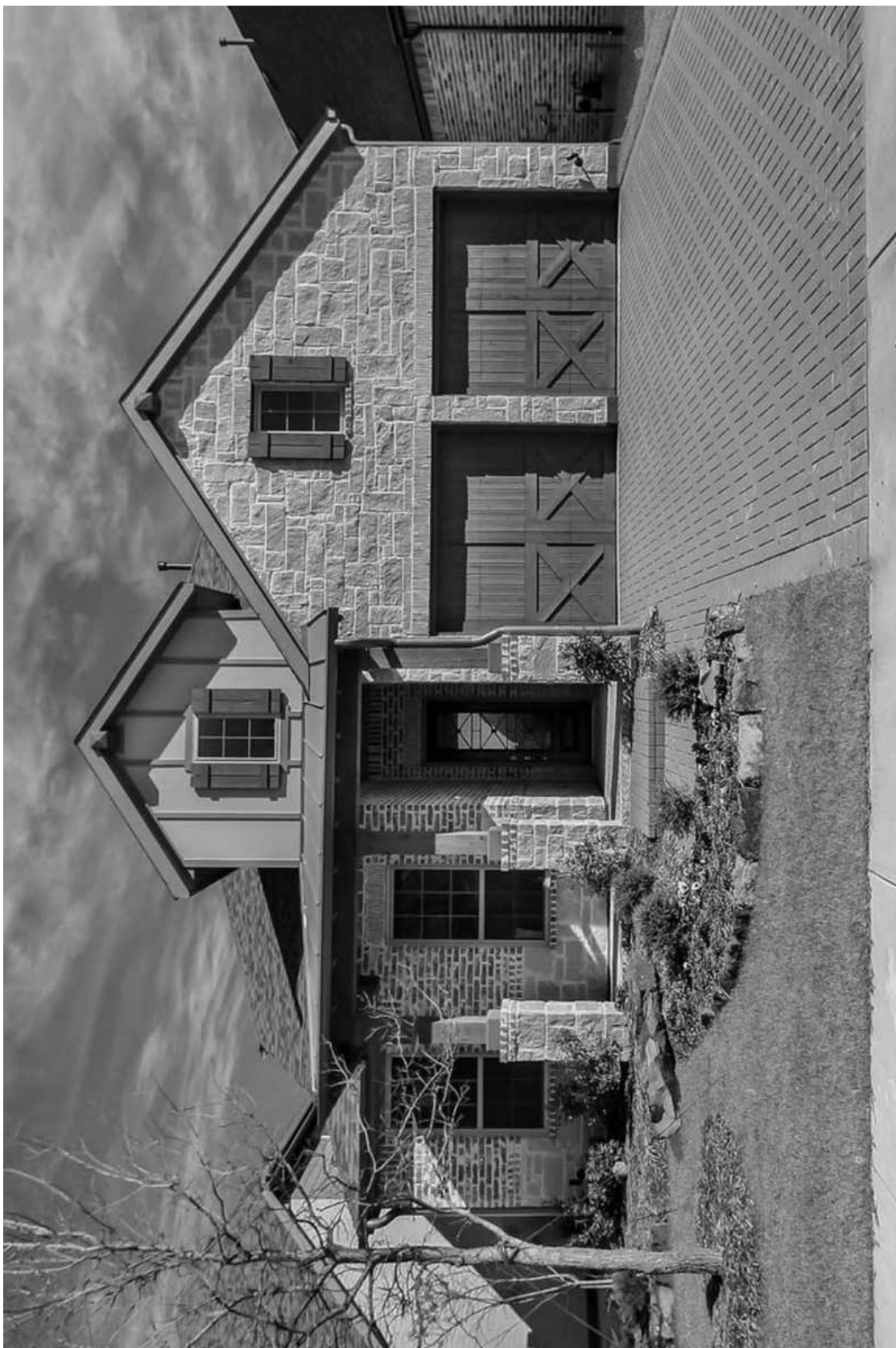


Exhibit “F-5”

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













May 18, 2020

VIA: e-mail

Town of Prosper
Planning Department
Attn: Alex Glushko
200 S. Main Street
Prosper, Texas 75078
alex_glushko@prospertx.gov

RE: Windsong Ranch – PD-40 Application for Flexible Building Standards

Hi Alex:

Thanks to you and John Webb for taking time to discuss our ideas about having more flexible standards for our luxury and custom lot sizes and homes. I have attached a cover letter from Shaddock-Caldwell Custom Homes that addresses our request and that fulfills a need for more variety in architecture and style at the upper end of our home offerings (\$1.2 million and upwards). We expect prices to reach and maybe exceed \$2 million in our future Phase 7E (Type F custom lots).

Please allow this letter to serve as our direct support for the details provided in Shaddock-Caldwell's letter. We have also attached a proposed set of revision to the existing PD as indicated in the red-line Word file attached. We are currently finishing up refining the graphic illustrations that we discussed and we expect we can have those to you by next week.

Kind Regards,

David R. Blom

Partner/Vice President
Tellus Group LLC
dblom@tellusgroupllc.com



SHADDOCK CALDWELL
BUILDERS & DEVELOPERS

May 18, 2020
Mr. Alex Glushko
Planning Manager
Town of Prosper
250 West First Street
Prosper, TX 75078

RE: PD-40 Amendment for Lot Types C, D & F

Dear Mr. Glushko,

Shaddock Caldwell Custom Homes has had the privilege of building new custom homes within the Town of Prosper's acclaimed Windsong Ranch master planned community over the past year. At the invitation of Mr. Craig Martin and Mr. David Blom, we have enjoyed serving Prosper residents as the only fully custom home builder within that community.

We have been named to DHomes Best Builders list in Dallas for the past 8 years running and have built our business working with some of Dallas premier architects and residential designers to produce quality, timeless homes of both beauty and function for our clients. Our homes typically range from \$1MM to \$4MM.

Current PD-40 regulations have served the volume-oriented builders within Windsong well however in a few key areas they are proving to hamper rather than help our professional design teams in creating a diverse pallet of premier quality custom homes for our clients. In partnership with Messrs. Martin and Blom we are submitting a short list of amendments to PD-40 exclusively for the lot types suitable for custom homes; Namely Lot Types C, D and F. Our amendments will provide greater freedom to execute quality designs at the highest level for our clients and enable future custom builders within Windsong Ranch to do the same.

Below is a brief summary of our proposed amendments.

Roofing

- Flexibility on roof pitches: Minimum roof pitch between 3:12 – 8:12 would be allowed for Type C (25%), Type D (50%) and Type F (75%). Otherwise the current PD minimum of 8:12 remains in place.
- Allow composition, slate, tile, standing seam metal or synthetic slate materials for roofs
- Remove restrictions on roof shingle color

Exterior Materials

- Allow 100% cementitious fiber board or decorative wood clad homes (for Craftsman, Farmhouse, Cape Cod, Dutch Colonial styles, etc.) for up to 30% of lots in each of Lot Types C, D & F respectively.
- Remove restrictions on window color (unique colors can work well on craftsman & other styles)

Lot Coverage & Encroachments

- On corner lots, allow 5 foot encroachment for porches and architectural appendages on side yards of corner lots (street side only) on Type C & D lots and 10 foot for Type F lots.
- Allow 60% lot coverage for Lot Type C, 55% for Lot Type D and 50% for Lot Type F to allow for large one-story plans

Addressing

- Allow for metal, pin mounted address numbers (not just cast stone blocks)

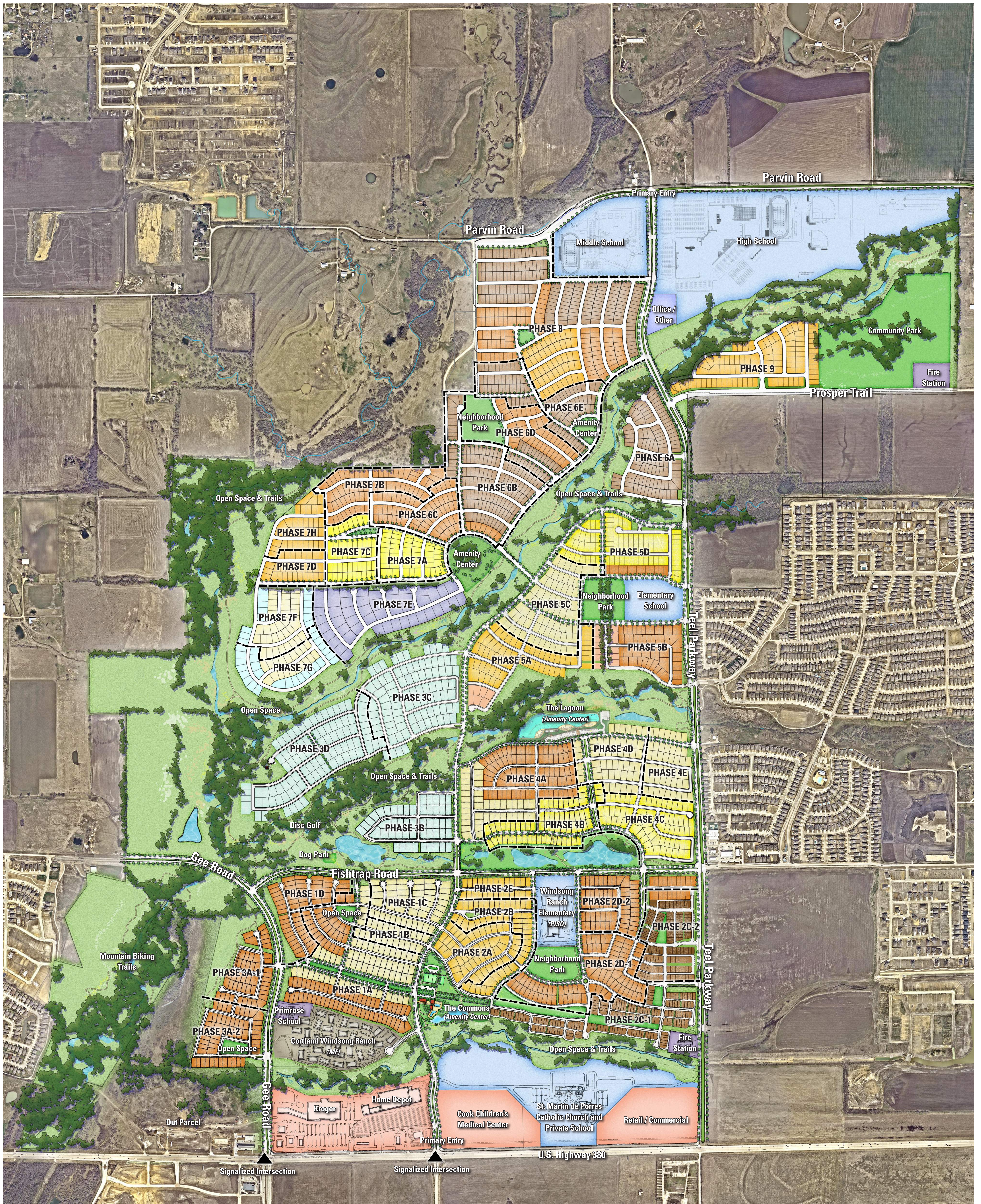
Thank you for the time you've already given to collaborate as we seek together to extend opportunities for Prosper residents to enjoy exceptionally designed homes tailored to their unique needs while enjoying the world class amenities of the Windsong community.

With Gratitude,



Ben Caldwell

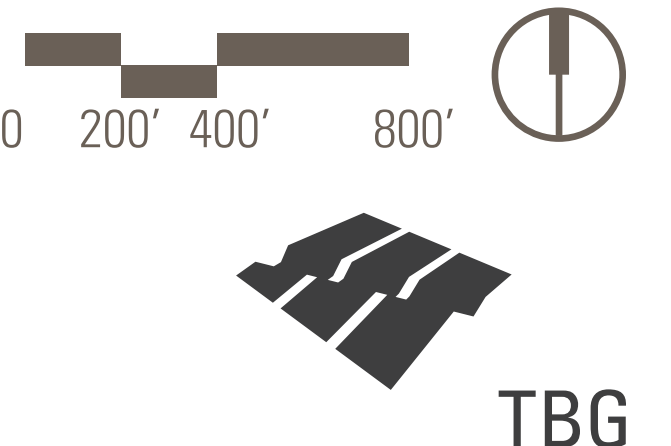
Shaddock Caldwell Custom Homes



WINDSONG RANCH REZONING MASTER PLAN

FEBRUARY 29, 2020

The information shown is based on the best information available and is subject to change without notice.





SHADDOCK CALDWELL
BUILDERS & DEVELOPERS

ROOFING EXAMPLES



4:12 ROOF PITCH

A two-story white house with a 6:12 roof pitch. The house features a central arched entrance with a wooden door, flanked by two arched windows. Above the entrance is a small balcony with a black railing. The roof is dark grey metal. The house is surrounded by a green lawn and trees. A large tree is on the left side of the house. The house is illuminated by warm lights, suggesting dusk or dawn. A dark horizontal bar with the text "6:12 ROOF PITCH" is overlaid on the bottom right of the image.

6:12 ROOF PITCH

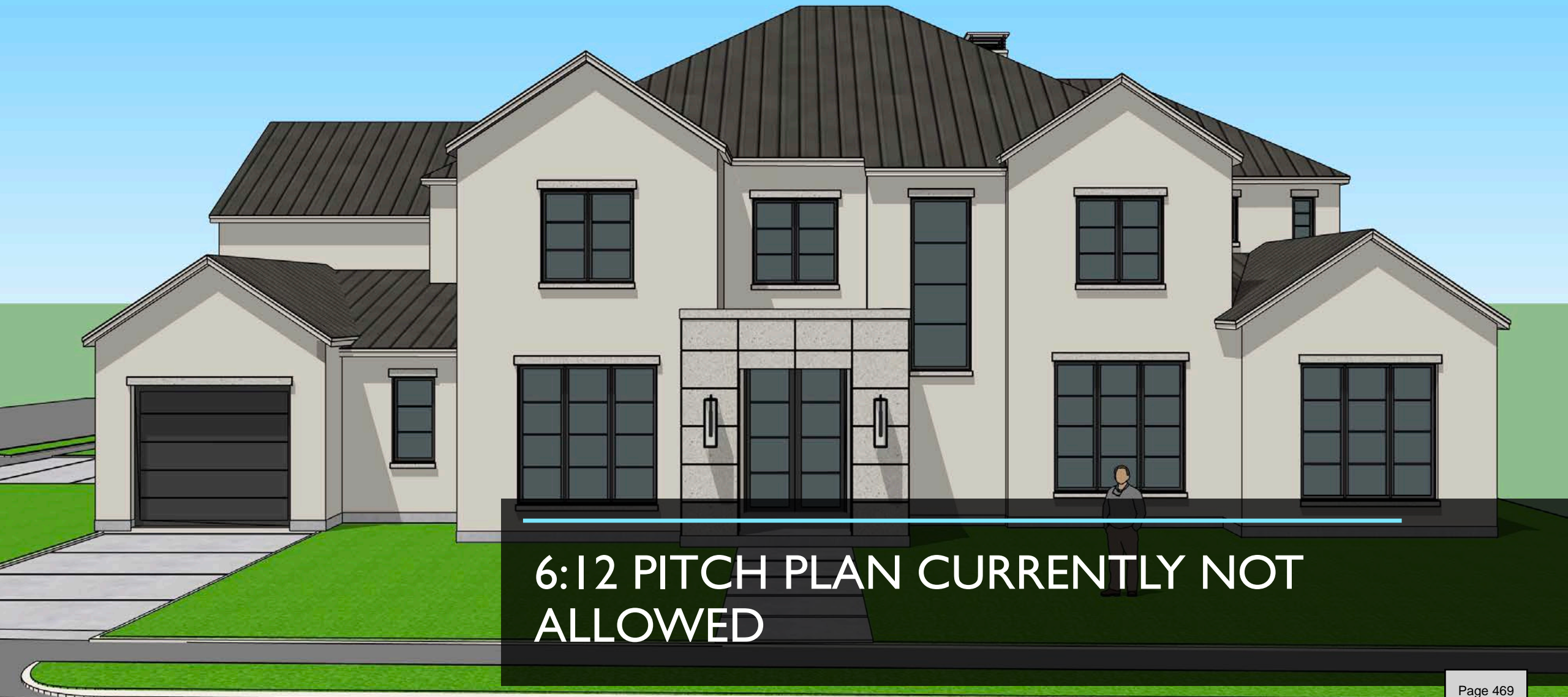
ROOF COLOR EXAMPLE



VARIED COLOR ROOF



VARIED COLOR ROOF



6:12 PITCH PLAN CURRENTLY NOT
ALLOWED

EXTERIOR MATERIAL EXAMPLES


A large, two-story white house with a wide porch and a second-floor balcony, surrounded by trees and a lawn. The house features white siding, dark shutters, and two prominent brick chimneys. The porch is supported by white columns, and the balcony has a white railing. The house is set on a green lawn with large trees in the background.

100% CEMENTITIOUS SIDING



100% CEMENTITIOUS SIDING

100% CEMENTITIOUS SIDING



CEDAR SHAKE

A two-story house with a stone chimney and a covered porch. The house has a mix of siding and stone. The porch has white columns and a stone base. There are several windows with different colored frames, including dark red and white. The house is surrounded by trees and landscaping.

WINDOW COLOR VARIATION



WINDOW COLOR VARIATION

CORNER LOT SIDEYARD ENCROACHMENT EXAMPLE



PORCH SIDEYARD ENCROACHMENT

ADDRESSING EXAMPLE

4350

PIN MOUNTED ADDRESS NUMBERS

SHADDOCK CALDWELL PROJECTS















SHADDOCK CALDWELL MODEL HOME WINDSONG RANCH



TOWN SECRETARY

To: Mayor and Town Council

From: Melissa Lee, Town Secretary

Through: Harlan Jefferson, Town Manager
Robyn Battle, Executive Director of Community Services

Re: Town Council Meeting – August 11, 2020

Agenda Item:

Consider and act upon an ordinance ordering a General Election to be held on November 3, 2020, and authorizing the Town Manager to execute contracts with the Collin County Election Administration, the Denton County Election Administration, and the Prosper Independent School District for joint election services.

Description of Agenda Item:

In accordance with the Election Code, the Prosper Town Council ordered a General Election on February 11, 2020, to be held on the uniform election date in May for the purpose of electing Council members for Place 3 and Place 5. As a result of the COVID-19 public health emergency, Governor Abbott authorized municipalities to postpone municipal elections until the November 3, 2020, General Election. The Town Council approved an ordinance to postpone the election on March 24, 2020.

The proposed ordinance will order the Town of Prosper General Election to be held on November 3, 2020. The ordinance also authorizes the Town Manager to enter into contracts with the Elections Administrators of Collin County and Denton County, and with Prosper Independent School District, for joint election services. Important dates related to the election are listed on the attached Election Calendar.

Budget Impact:

The cost of the General Election will be combined with those of the proposed Local Option Election and the proposed Bond Election. Final cost estimates for the election will not be determined until both counties determine the number of entities who will participate in sharing the election costs. The total cost of the November 2020 election is not expected to exceed \$16,000. A one-time non-discretionary supplemental decision package has been submitted in the FY 2020-2021 proposed budget to cover the cost of the November 2020 General and Special Election, to be funded from Town Secretary account 100-5460-10-02, Election Expenses.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance
2. Ordinance 2020-19 Postponing the May 2, 2020 General Election
3. Ordinance 2020-07 Ordering the May 2, 2020 General Election
4. Collin County Joint Election Contract with Prosper ISD
5. Denton County Joint Election Contract
6. Election Calendar

Town Staff Recommendation:

Town staff recommends the Town Council adopt an ordinance ordering a General Election to be held on November 3, 2020, and authorizing the Town Manager to execute contracts with the Collin County Election Administration, Denton County Election Administration, and Prosper Independent School District for joint election services.

Proposed Motion:

I move to adopt an ordinance ordering a General Election to be held on November 3, 2020, and authorize the Town Manager to execute contracts with the Collin County Election Administration, Denton County Election Administration, and Prosper Independent School District for joint election services.

TOWN OF PROSPER, TEXAS**ORDINANCE NO. 2020-__**

AN AMENDED ELECTION ORDER BY ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING THE TOWN'S PREVIOUSLY ADOPTED ELECTION ORDINANCE TO REVISE THE EARLY VOTING SCHEDULE FOR THE GENERAL ELECTION SCHEDULED TO BE HELD ON TUESDAY, NOVEMBER 3, 2020; MAKING FINDINGS RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.

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, on or about March 13, 2020, the Governor of the State of Texas certified that the novel coronavirus (COVID-19) posed 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 setting other deadlines related to that election date; and

WHEREAS, on or about March 24, 2020, the Town Council adopted Ordinance No. 2020-19 postponing the Town Council general election in the Town from Saturday, May 2, 2020, to Tuesday, November 3, 2020; and

WHEREAS, on July 22, 2020, the Governor issued a Proclamation suspending Section 85.001(a) of the Texas Election Code to expand the early voting period for the November 3, 2020, election, to begin on Tuesday, October 13, 2020, and last through Friday, October 30, 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

Town of Prosper Ordinance No. 2020-07 and Ordinance No. 2020-19 are hereby amended to establish that the early voting period shall be from Tuesday, October 13, 2020, through Friday, October 30, 2020.

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 Amended Election 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 submit a voter registration application - October 5, 2020; and the deadline to submit an application for a ballot by mail - October 23, 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 11TH DAY OF AUGUST 2020.

Ray Smith, Mayor

ATTEST:

Melissa Lee, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

NOTICE OF POSTPONEMENT

Item 14.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2020-19

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.

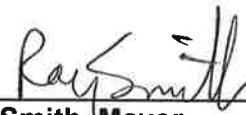
DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 24TH DAY OF MARCH, 2020.



ATTEST:



Melissa Lee, Town Secretary



Ray Smith, Mayor

APPROVED AS TO FORM AND LEGALITY:



Terrence S. Welch, Town Attorney

TOWN OF PROSPER, TEXAS**ORDINANCE NO. 2020-07**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, COLLIN AND DENTON COUNTIES, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD JOINTLY WITH THE PROSPER INDEPENDENT SCHOOL DISTRICT AND ADMINISTERED BY THE COLLIN COUNTY ELECTIONS ADMINISTRATOR AND THE DENTON COUNTY ELECTIONS ADMINISTRATOR ON MAY 2, 2020, FOR THE PURPOSE OF ELECTING TWO MEMBERS OF THE PROSPER TOWN COUNCIL (PLACE 3, AND PLACE 5) TO FILL EXPIRING TERMS; DESIGNATING POLLING PLACES; DESIGNATING LOCATIONS OF POLLING PLACES; DESIGNATING FILING DEADLINES; ORDERING NOTICES OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; APPOINTING AN ELECTION JUDGE; AUTHORIZING EXECUTION OF JOINT ELECTION AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1

A General Election is hereby ordered for the Town of Prosper, Texas ("Prosper"), to be held jointly with the Prosper Independent School District on Saturday, May 2, 2020, for the purpose of electing two (2) Town Council members to fill the expiring terms of Town Council Place 3, and Town Council Place 5 ("General Election"), said General Election shall be administered by the Collin County Elections Administrator and the Denton County Elections Administrator.

SECTION 2

No person's name shall be placed upon the ballot as a candidate for council member unless such person has filed his or her sworn application as provided by Section 141.03 of the Texas Election Code, with the Town Secretary at the Prosper Town Hall, located at 200 S. Main Street, Prosper, Texas 75078, not later than 5:00 p.m., on the 14th day of February, 2020. The Town Secretary shall note on the face of each such application the date of such filing. Such application shall include the office the candidate is seeking.

SECTION 3

Qualified voters of the following election precincts shall cast ballots for the General Election at the heretofore established and designated polling places, as follows:

Town Precincts

199, 178, 224, 239, and 214
(Collin County)

1044 (Denton County)

Polling Place

Prosper Town Hall Community Room
250 W. First Street
Prosper, Texas 75078

Denton County Elections Administration
701 Kimberly Drive
Denton, TX 76208

General Election polls shall be open from 7:00 a.m. until 7:00 p.m., on the date of the General Election, Saturday, May 2, 2020.

SECTION 4

Early voting by personal appearance for Denton County residents shall be available at the Denton County Elections Administration, 701 Kimberly Drive, Denton, TX 76208, from 8:00 a.m. to 5:00 p.m., beginning on Monday, April 20, 2020, and continuing through Saturday, April 25, 2020, which is not a Sunday or any official state holiday, with extended voting hours being held on Monday, April 27, 2020, from 7:00 a.m. to 7:00 p.m., and Tuesday, April 28, 2020, from 7:00 a.m. to 7:00 p.m.

Early voting by personal appearance for Collin County residents shall be available at the Prosper Town Hall Community Room, 250 W. First Street, Prosper, Texas 75078, from 8:00 a.m. to 5:00 p.m., beginning on Monday, April 20, 2020, and continuing through Saturday, April 25, 2020, which is not a Sunday or any official state holiday, with extended voting hours being held on Thursday, April 23, 2020, from 8:00 a.m. to 7:00 p.m., Monday, April 27, 2020, from 7:00 a.m. to 7:00 p.m., and Tuesday, April 28, 2020, from 7:00 a.m. to 7:00 p.m.

Applications for a ballot by mail shall be requested from and returned to the Collin County Elections Administration Office, Attn: Elections Administrator, 2010 Redbud Blvd, Suite 102, McKinney, Texas 75069, election@collincountytx.gov, or to the Denton County Elections Administration Office, Attn: Elections Administrator, 701 Kimberly Drive, Denton, Texas 76208, elections@dentoncounty.com. Applications for a ballot by mail must be received no later than the close of business on April 20, 2020.

Town and School District voters may vote at any of the additional Early Voting locations open under full contract services with the Collin County Elections Administrator or the Denton County Elections Administrator, which may be designated after February 14, 2020. This previous sentence shall also be posted in the Notice of Election.

SECTION 5

Candidates must file for a specific place and adhere to the filing deadlines accordingly. Candidate packets are available in the Town Secretary's Office. The candidate filing deadlines for the General Election for Town Council Place 3 and Place 5 are as follows:

General Election Filing for the Position of Town Council Place 3 and Town Council Place 5:

January 15, 2020, beginning at 8:00 a.m. through February 14, 2020 ending at 5:00 p.m. Candidates must file in the Town Secretary's Office located at 250 W. First Street, Prosper, Texas.

SECTION 6

Voting equipment that has been duly approved by the Secretary of State pursuant to the Texas Election Code shall be used in this General Election for early voting by personal appearance, General Election Day voting, and early voting by mail.

SECTION 7

The Town Secretary is hereby authorized and directed to publish and/or post, in the time and manner prescribed by law, all notices required to be so published and/or posted in connection with the conduct of this General Election. The General Election, including providing notice of the General Election, shall be conducted in accordance with the Texas Election Code and other applicable law, and all resident qualified and registered voters of the Town shall be eligible to vote at the General Election.

SECTION 8

The Election Officer shall arrange for the appointment, notifications, training and compensation of all election judges and alternate judges in accordance with the law. The presiding Judge shall appoint not less than two (2) nor more than nine (9) qualified elections clerks to serve and assist in the conduct of the election in accordance with the law.

SECTION 9

The Mayor and the Town Secretary of the Town, in consultation with the Town Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code and any other state or federal law in carrying out and conducting the General Election, whether or not expressly authorized herein. The Town Manager is hereby authorized to execute Election Services agreements with the Collin County Election Administration, the Denton County Election Administration, and the Prosper Independent School District for the General Election on May 2, 2020.

SECTION 10

This ordinance and order for a General Election shall be effective from and after the passage of this ordinance.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, COLLIN AND DENTON COUNTIES, TEXAS, ON THIS THE 11TH DAY OF FEBRUARY, 2020.

ATTEST:


Robyn Battle, Town Secretary

APPROVED:


Ray Smith, Mayor

APPROVED AS TO FORM AND LEGALITY:


Terrence S. Welch, Town Attorney

JOINT GENERAL AND SPECIAL ELECTION SERVICES CONTRACT
(“Election Services Contract”)

ELECTION SERVICES AGREEMENT

BETWEEN

THE COLLIN COUNTY ELECTIONS ADMINISTRATOR
(“Elections Administrator”)

AND

**CITY OF ALLEN
CITY OF ANNA
CITY OF CARROLLTON
CITY OF CELINA
TOWN OF FAIRVIEW
CITY OF FRISCO
CITY OF GARLAND
CITY OF JOSEPHINE
CITY OF LAVON
CITY OF LOWRY CROSSING
CITY OF LUCAS
CITY OF MCKINNEY
CITY OF MURPHY
TOWN OF NEW HOPE
CITY OF PARKER
CITY OF PRINCETON
TOWN OF PROSPER
CITY OF SACHSE
CITY OF WESTON
CITY OF WYLIE
ALLEN ISD
ANNA ISD
BLAND ISD
FRISCO ISD
LOVEJOY ISD
MELISSA ISD
PRINCETON ISD
PROSPER ISD
WYLIE ISD
BEAR CREEK SPECIAL UTILITY DISTRICT
VERONA SPECIAL UTILITY DISTRICT
WYLIE NORTHEAST SPECIAL UTILITY DISTRICT**

FOR THE CONDUCT OF A JOINT ELECTION

TO BE HELD TUESDAY, NOVEMBER 3, 2020

TO BE ADMINISTERED BY THE COLLIN COUNTY ELECTIONS ADMINISTRATOR

1) ADMINISTRATION AND STATUTORY AUTHORITY

- A. Bruce Sherbet ("Bruce Sherbet") is the duly appointed County Elections Administrator ("Elections Administrator") of Collin County, Texas and the Department Head of the Collin County Elections Department. As such, Mr. Sherbet is the County Election Officer of Collin County, Texas and is authorized by Subchapter D of Chapter 31 of Title 3 of the Texas Election Code to enter into this Election Services Contract with the contracting authorities of the Participating Political Subdivisions listed on the cover page of this Election Services Contract.
- B. The contracting authorities of the participating Political Subdivisions listed on the cover page of this Election Services Contract are hereby participating with each other in the Joint Election to be held in Collin County, Texas on Tuesday, November 3, 2020 under Chapter 271 of Title 16 of the Texas Election Code ("Joint Election") and are hereby contracting with the Elections Administrator of Collin County, Texas to perform the election services set forth in this Election Services Contract under Subchapter D of Chapter 31 of Title 3 of the Texas Election Code.

2) DUTIES AND SERVICES OF THE COUNTY ELECTION OFFICER.

The Contracting Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

- A. The Contracting Election Officer shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Count Station and judge of the Early Voting Ballot Board.
 - i) The Contracting Election Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his or her appointment. The presiding election judge of each Vote Center, will use his/her discretion to determine when additional manpower is needed during peak voting hours. The Contracting Election Officer will determine the number of clerks to work in the Central Count Station and the number of clerks to work on the Ballot Board.
 - ii) Election judges shall attend the Contracting Election Officer's school of instruction (Election Law Class); calendar will be provided.
 - iii) Election judges shall be responsible for picking up from and returning election supplies to the county election warehouse located at 2010 Redbud Blvd., Suite 102, McKinney. Compensation for this pickup and delivery of supplies will be \$25.00.
 - iv) The Contracting Election Officer shall compensate each election judge and worker. Each judge shall receive \$12.00 per hour for services rendered. Each alternate judge and clerk shall receive \$10.00 per hour for services rendered. Overtime will be paid to each person working over 40 hours per week.
- B. The Contracting Election Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.

- i) The Contracting Election Officer shall secure election kits which include the legal documentation required to hold an election and all supplies.
- ii) The Contracting Election Officer shall secure the tables, chairs, and legal documentation required to run the Central Count Station.
- iii) The Contracting Election Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law.
- iv) The Contracting Election Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.
 - (1) Equipment includes the rental of ExpressVote Universal voting machines, ADA compliant headphones and keypads, DS200 ballot counters, voting signs and election supply cabinets.
 - (2) Supplies include paper ballot cards, Early Voting and Election Day supply kits, provisional ballot kits, security seals, pens, tape, markers, etc.

C. The Contracting Election Officer, Bruce Sherbet, shall be appointed the Early Voting Clerk.

- i) The Contracting Election Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.
- ii) Early Voting by personal appearance for the Participating Political Subdivision shall be conducted during the time period and at the locations listed in **Exhibit "A"**, attached and incorporated by reference into this Election Services Contract.
- iii) All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office, located at 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.
 - (1) Applications for mail ballots erroneously mailed to the Participating Political Subdivisions shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Election Officer for proper retention.
 - (2) All Federal Post Card Applications (FPCA) will be sent a mail ballot. No postage is required.
- iv) All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for counting by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The presiding judge of this Board shall be appointed by the Contracting Officer.

D. The Contracting Election Officer shall arrange for the use of all Election Day Vote Centers. The Participating Political Subdivisions shall assume the responsibility of remitting their portion of cost of all employee services required to provide access, provide security or provide custodial services for the Vote Centers. The Election Day Vote Centers are listed in **Exhibit "B"**, attached and incorporated by reference into this Election Services Contract.

E. The Contracting Election Officer shall be responsible for establishing and operating the Central Count Station to receive and tabulate the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Count Station Manager shall be Bruce Sherbet. The Count Station Judge shall be Neal Katz. The Tabulation Supervisor shall be Billy Pratt.

- (1) The Tabulation Supervisor shall prepare, test and run the county's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Election Officer.
- (2) The Public Logic and Accuracy Test of the electronic voting system shall be conducted.
- (3) Election night reports will be available to the Participating Political Subdivisions at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with state law.
- (4) The Contracting Election Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide a copy of the unofficial canvass to the Participating Political Subdivisions as soon as possible after all returns have been tallied.
- (5) The Contracting Election Officer shall be appointed the custodian of the voted ballots and shall retain all election materials for a period of 22 months.
 - (a) Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.
- (6) The Contracting Election Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the Participating Political Subdivisions in a timely manner. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201 of the aforementioned code.

3) DUTIES AND SERVICES OF THE PARTICIPATING POLITICAL SUBDIVISIONS.

The Participating Political Subdivisions shall assume the following duties:

- A. A Participating Political Subdivision shall prepare the election orders, resolutions, notices, official canvass and other pertinent documents for adoption by the appropriate office or body. The Participating Political Subdivision assumes the responsibility of posting all notices and likewise promoting the schedules for Early Voting and Election Day.
- B. The Participating Political Subdivision shall provide the Contracting Election Officer with an updated map and street index of their jurisdiction in an electronic (shape file preferred) or printed format as soon as possible but no later than Monday, August 24, 2020.
- C. The Participating Political Subdivision shall procure and provide the Contracting Election Officer with the ballot layout and Spanish interpretation in an electronic format.

i) **The Participating Political Subdivision shall deliver to the Contracting Election Officer as soon as possible, but no later than 5:00 PM Monday, August 24, 2020, the official wording for the Participating Political Subdivision's November 3, 2020, Joint General and Special Election.**

ii) The Participating Political Subdivisions shall approve the "blue line" ballot format prior to the final printing.

D. The Participating Political Subdivisions shall compensate the Contracting Election Officer for an additional verified cost incurred in the process of running this election or for a manual count this election may require, consistent with charges and hourly rates shown on Exhibit "C" for required services.

E. The Participating Political Subdivisions shall pay the Contracting Election Officer 90% of the estimated cost to run the said election prior to Friday, October 9, 2020. The Contracting Election Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The Deposit should be delivered within the mandatory time frame to: Collin County Treasury, 2300 Bloomdale Rd., #3138, McKinney, Texas 75071. Made payable to "Collin County Treasury" with a note "for election services" included with check documentation.

F. The Participating Political Subdivision shall pay the cost of conducting said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing.

4) **COST OF SERVICES.** See Exhibits "C" and "D".

5) **GENERAL PROVISIONS.**

A. Nothing contained in this Election Services Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the Participating Political Subdivision's November 3, 2020, Joint General and Special Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.

B. Upon request, the Contracting Election Officer will provide copies of all invoices and other charges received in the process of running said election for the City and School District.

C. If the Participating Political Subdivision cancel their election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be paid a contract preparation fee of \$75.00. Any Participating Political Subdivision canceling an election will not be liable for any further costs incurred by the Contracting Officer.

D. The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas.

**November 3, 2020 General Special Elections
Potential Early Voting Locations, Dates and Hours**

Exhibit "A"

Item 14.

Note: The below list contains potential Early Voting Polling Locations for the November 3, 2020 General and Special Elections. The list of Polling Locations will be revised as locations are confirmed.

Polling Place	Address	City
Allen Event Center	200 E Stacy Road	Allen
Allen ISD Service Center	1451 North Watters	Allen
Anna ISD Board Conference Room	501 S Sherley Ave	Anna
Carpenter Park Recreation Center	6701 Coit Road	Plano
Celina ISD Administration Building	205 S. Colorado	Celina
Christ Fellowship	2801 Orchid Dr.	McKinney
Christ United Methodist Church	3101 Coit Road	Plano
Collin College Frisco Campus	9700 Wade Blvd.	Frisco
Collin College Higher Education Center	3452 Spur 399	McKinney
Collin College McKinney Campus	2200 University	McKinney
Collin College Plano Campus	2800 Spring Creek Parkway	Plano
Collin College Wylie Campus	391 Country Club Road	Wylie
Collin County Elections Office	2010 Redbud Blvd, Ste. 102	McKinney
Davis Library	7501 Independence Parkway	Plano
Eldorado Country Club	2604 Country Club Drive	McKinney
First Baptist Church Princeton	511 Jefferson St.	Princeton
Frisco Fire Station #8	14300 Eldorado Pkwy.	Frisco
Frisco Senior Center	6670 Moore Street	Frisco
Gay Library	6861 W. Eldorado Parkway	McKinney
Haggard Library	2501 Coit Rd	Plano
Harrington Library	1501 18th Street	Plano
Josephine City Hall	201 Main Street	Josephine
Lavon City Hall	120 School Road	Lavon
Lovejoy ISD Administration Bldg.	259 Country Club	Allen
Lucas Community Center	665 Country Club Road	Lucas
McKinney Fire Station #7	861 Independence Pkwy.	McKinney
Melissa City Hall	3411 Barker Ave.	Melissa
Methodist Richardson Medical Center	2831 E President George Bush Hwy	Richardson
Murphy Community Center	205 N. Murphy Road	Murphy
New Hope Town Hall	121 Rockcrest Road	New Hope
Old Settlers Recreation Center	1201 E. Louisiana	McKinney
Parker City Hall	5700 E. Parker Road	Parker
Parr Library	6200 Windhaven Pkwy.	Plano
Plano ISD Administration Center	2700 W. 15th Street	Plano
Prosper ISD Administration Bldg.	605 E. Seventh Street	Prosper
Renner-Frankford Library	6400 Frankford Road	Dallas
Smith Library	300 Country Club	Wylie
The Star in Frisco	1 Cowboy Way	Frisco
UTD Campus-Callier Clinical Research Center	811 Synergy Park Blvd	Richardson

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
October 18	October 19 Early Voting 8am - 5pm	October 20 Early Voting 8am - 5pm	October 21 Early Voting 8am - 5pm	October 22 Early Voting 8am - 5pm	October 23 Early Voting 8am - 5pm	October 24 Early Voting 7am - 7pm
October 25 Early Voting 1pm - 6pm	October 26 Early Voting 7am - 7pm	October 27 Early Voting 7am - 7pm	October 28 Early Voting 7am - 7pm	October 29 Early Voting 7am - 7pm	October 30 Early Voting 7am - 7pm	October 31

November 3, 2020
General Special Elections
Potential Election Day Vote Centers

Exh Item 14.

Note: The below list contains potential Vote Centers for the November 3, 2020 General and Special Elections. The list of Vote Centers will be revised as locations are confirmed. Eligible Collin County registered voters (with an effective date of registration on or before October 5, 2020) may vote at any Election Day Vote Center location.

Polling Place	Address	City
Aldridge Elementary School	720 Pleasant Valley	Richardson
Allen Event Center	200 E Stacy Rd	Allen
Allen ISD Service Center	1451 North Watters	Allen
Anna ISD Board Conference Room	501 S Sherley Ave	Anna
Armstrong Middle School	3805 Timberline	Plano
Benton Staley Middle School	6927 Stadium Drive	Frisco
Bentwood Trail Presbyterian Church	6000 Bentwood Trail	Dallas
Bethany Elementary School	2418 Micarta Drive	Allen
Blue Ridge ISD Administration Building	318 West School Street	Blue Ridge
Bowman Middle School	2501 Jupiter Road	Plano
Boyd Elementary School	800 S Jupiter Road	Allen
Carpenter Middle School	3905 Rainier Road	Plano
Carpenter Park Recreation Center	6701 Coit Road	Plano
Celina ISD Administration Building	205 S. Colorado	Celina
Centennial High School	6901 Coit Road	Frisco
Chandler Elementary School	1000 Water Oak Drive	Allen
Christ Fellowship-McKinney Campus	2801 Orchid Dr.	McKinney
Christ the Servant Lutheran Church	821 S. Greenville Ave.	Allen
Christ United Methodist Church	3101 Coit Road	Plano
Christie Elementary School	10300 Huntington Road	Frisco
Clark High School	523 Spring Creek	Plano
Collin College Frisco Campus	9700 Wade Blvd.	Frisco
Collin College Higher Education Center	3452 Spur 399	McKinney
Collin College McKinney Campus	2200 University	McKinney
Collin College Plano Campus	2800 Spring Creek Parkway	Plano
Collin College Wylie Campus	391 Country Club Road	Wylie
Collin County Elections Office	2010 Redbud Blvd, Ste. 102	McKinney
Community ISD Technology and Conference Center	611 FM 1138	Nevada
Davis Library	7501 Independence Parkway	Plano
Dowell Middle School	301 Ridge Road	McKinney
Dr. Pepper Star Center - Champions Café	6993 Stars Ave.	McKinney
Eldorado Country Club	2604 Country Club Drive	McKinney
Fairview Town Hall	372 Town Place	Fairview
First Baptist Church - Josephine	300 S. Main Street	Josephine
First Baptist Church - Princeton	511 Jefferson St.	Princeton
First Baptist Church -Branch	7011 FM 546	Princeton
First Baptist Church Farmersville - Youth Building	201 Farmersville Pkwy.	Farmersville
First Baptist Church Frisco	7901 Main Street	Frisco
Forman Elementary School (Plano ISD)	3600 Timberline Dr	Plano
Fowler Middle School	3801 McDermott Road	Plano

November 3, 2020
General Special Elections
Potential Election Day Vote Centers

Exhibit Item 14.

Frankford Middle School (PISD)	7706 Osage Plaza Parkway	Dallas
Frisco Fire Station #8	14300 Eldorado Pkwy.	Frisco
Frisco Senior Center	6670 Moore Street	Frisco
Gateway Prosper Campus	4331 E Prosper Trail	Prosper
Gay Library	6861 W. Eldorado Parkway	McKinney
George Bush Elementary School	2000 Eagle Aerie Lane	St Paul
Haggar Elementary School	17820 Campbell Road	Dallas
Haggard Library	2501 Coit Rd	Plano
Harrington Library	1501 18th Street	Plano
Heritage High School	14040 Eldorado Pkwy.	Frisco
Hunt Middle School	4900 Legendary Drive	Frisco
Islamic Association of Collin County	6401 Independence Pkwy.	Plano
John Q. Hammons Center - Courtyard Marriott	210 East Stacy Road	Allen
Josephine City Hall	201 Main Street	Josephine
Kerr Elementary School	1325 Glendover Drive	Allen
Lavon City Hall	120 School Road	Lavon
Liberty High School	15250 Rolater Road	Frisco
Light Farms Elementary School	1100 Cypress Creek Way	Celina
Lovejoy ISD Administration Bldg.	259 Country Club	Allen
Lowery Freshman Center	601 E Main Street	Allen
Lowry Crossing City Hall	1405 S. Bridgefarmer Road	Lowry Crossing
Lucas Community Center	665 Country Club Road	Lucas
Maus Middle School	12175 Coit Road	Frisco
McKinney Fire Station #7	861 Independence Pkwy.	McKinney
McKinney Senior Recreation Center	1400 S. College	McKinney
Meadows Elementary School	2800 18th Street	Plano
Melissa City Hall	3411 Barker Ave.	Melissa
Methodist Richardson Medical Center	2831 E President George Bush Hwy	Richardson
Miller Elementary School	5651 Coventry Drive	Richardson
Murphy Community Center	205 N. Murphy Road	Murphy
New Hope Town Hall	121 Rockcrest Road	New Hope
Old Settlers Recreation Center	1201 E. Louisiana	McKinney
Parker City Hall	5700 E. Parker Road	Parker
Parr Library	6200 Windhaven Pkwy.	Plano
Plano ISD Administration Center	2700 W. 15th Street	Plano
Plano Senior Center	401 W. 16th Street	Plano
Preston Trail Community Church	8055 Independence Parkway	Frisco
Prestonwood Church	1001 W Prosper Trail	Prosper
Prosper ISD Administration Bldg.	605 E. Seventh Street	Prosper
Renner-Frankford Library	6400 Frankford Road	Dallas
Royse City ISD Mike McKinney Maintenance Facility	1420 FM 1777	Royse City
Sachse Community Center	3815 Sachse Road	Sachse
Seis Lagos Community Services Association	222 Seis Lago Trail	Wylie
Shepton High School	5505 Plano Pkwy.	Plano
Shiloh Missionary Baptist Church	1310 Avenue "I"	Plano

November 3, 2020
General Special Elections
Potential Election Day Vote Centers

Exhibit Item 14.

Slaughter Elementary	2706 Welford Ave	McKinney
Smith Library	300 Country Club	Wylie
Stinson Elementary School	4201 Greenfield Drive	Richardson
Stonebridge Country Club	7003 Beacon Hill Road	McKinney
Stonebridge United Methodist Church	1800 S. Stonebridge Drive	McKinney
Story Elementary School	1550 Edelweiss Drive	Allen
Suncreek United Methodist Church	1517 W. McDermott Drive	Allen
Terry Pope Administration Building	611 North FM 1138	Nevada
The Star in Frisco	1 Cowboys Way	Frisco
Tom Muehlenbeck Recreation Center	5801 W. Parker Road	Plano
Toyota Stadium	9200 World Cup Way	Frisco
UTD Campus-Callier Clinical Research Center	811 Synergy Park Blvd	Richardson
Weston Community Center	117 Main Street	Weston
Woodcreek Church	3400 E. Renner Road	Richardson

November 3, 2020
Joint General and Special Election
Cost Distribution

Exhibit Item 14.

Entity	Registered Voters	Percentage
Allen, City	64,458	10.06%
Anna, City	8,450	1.32%
Carrollton, City	273	0.04%
Celina, City	8,078	1.26%
Fairview, Town	7,828	1.22%
Frisco, City	61,899	9.66%
Garland, City	175	0.03%
Josephine, City	1,013	0.16%
Lavon, City	2,609	0.41%
Lowry Crossing, City	1,248	0.19%
Lucas, City	5,484	0.86%
McKinney, City	111,631	17.42%
Murphy, City	13,428	2.10%
New Hope, Town	505	0.08%
Parker, City	3,738	0.58%
Princeton, City	7,429	1.16%
Prosper, Town	14,334	2.24%
Sachse, City	5,896	0.92%
Weston, City	256	0.04%
Wylie, City	30,025	4.69%
Allen ISD	66,309	10.35%
Anna ISD	10,570	1.65%
Bland ISD	152	0.02%
Frisco ISD	97,127	15.16%
Lovejoy ISD	11,934	1.86%
Melissa ISD	9,377	1.46%
Princeton ISD	12,112	1.89%
Prosper ISD	32,537	5.08%
Wylie ISD	44,781	6.99%
Bear Creek SUD	3728	0.58%
Verona SUD	1,538	0.24%
Wylie NE SUD	1,786	0.28%
Total Registered Voters	640,708	

Prosper, Town

Registered Voters	14,334
Percentage	2.25%

Summary of Costs

Early Voting by Mail	\$ 94.09
Early Voting by Personal Appearance	\$ 1,398.20
Election Day Expenses	\$ 798.83
Tabulation	\$ 353.73
General Election Expenses	\$ 2,213.00
Equipment Rental	\$ 2,378.30
Supply Cost	\$ 501.70
Total	<u>\$ 7,737.85</u>

10% Administrative Fee	\$ 773.79
Sub Total	\$ 8,511.64
Total cost savings from minimum expense cost	\$ (391.87)
Total Cost	<u>\$ 8,119.77</u>

90% Deposit	\$ 7,307.79
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WITNESS BY MY HAND THIS ____ DAY OF _____ 2020.

Bruce Sherbet, Elections Administrator
Collin County, Texas

WITNESS BY MY HAND THIS ____ DAY OF _____ 2020.

By: _____
Harlan Jefferson, Town Manager
Town of Prosper

Attest: _____
Melissa Lee, Town Secretary
Town of Prosper

THE STATE OF TEXAS COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

This CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions, herein referred to as “participating authority or participating authorities” located entirely or partially inside the boundaries of Denton County:

Participating Authorities:

[entities]

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint [election-date] election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as “Elections Administrator.”

RECITALS

Each participating authority listed above plans to hold a General or Special Election on [election-date]. Denton County plans to hold county-wide voting for this General Election.

The County owns the Hart InterCivic Verity Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions (participating authorities) desire to use the County’s voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all parties, IT IS AGREED as follows:

I. ADMINISTRATION

The participating authorities agree to hold a “Joint Election” with Denton County and each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

It is understood that other political subdivisions may wish to participate in the use of the County's Verity voting system and polling places, and it is agreed that the Elections Administrator may enter into other election agreements and contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

II. LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Early Voting and Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating authority, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). All Early Voting and Election Day voting locations shall be within the boundaries of Denton County. The proposed voting locations are listed in Exhibit A of this agreement. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Exhibit A.

If polling place(s) for the [election-date] joint election are different from the polling place(s) used by a participating authority in its most recent election, the authority agrees to post a notice no later than November 2, 2020 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names, addresses, and room or suite number, if applicable, in effect for the [election-date] election. This notice shall be written in both the English and Spanish languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Denton County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2010 Census shall have one or more election officials who are fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Election judges and clerks who attend in-person voting equipment training and/or procedures training, shall be compensated at the rate of \$10 an hour. Election judges and clerks that elect to complete online training shall be compensated as a rate of a flat \$30. In the event that an election judge or clerk completes both in-person and online training, they shall be compensated for the training resulting in the highest pay and will not be compensated for both trainings.

The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying them of their appointment, the dates/times and locations of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County pursuant to Texas Election Code Section 32.091. The election judge, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies and equipment prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. Likewise, the Lead Clerk in Early Voting, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to the first day of Early Voting and for returning the supplies and equipment to the Elections Department after Early Voting has ended.

The compensation rates established by Denton County are:

Early Voting – Lead Clerk (\$12/ hour), Clerk (\$10/ hour)

Election Day – Presiding Judge (\$12/hour), Alternate Judge (\$11/ hour), Clerk (\$10/ hour)

The Elections Administrator may employ other personnel necessary for the proper administration of the election, as well as, pre and post election administration. In such cases, costs shall be pro-rated among participants of this contract. Part-time help is included as is necessary to prepare for the election, to ensure the timely delivery of supplies during Early Voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

If elections staff is required outside of the hours of the office's normal scope of business, the entity(ies) responsible for the hours will be billed for those hours. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, the County's Verity voting system and equipment, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the participating authorities, and delivered to the Elections Office thirty-three (33) calendar days (October 1, 2020) prior to Election Day. If this deadline is not met, the material must be delivered by the participating authorities, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating authorities shall share a mutual ballot in those precincts where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). **Said list must be provided to the Elections Office within three (3) business days following the last day to file for a place on the ballot** or after the election is ordered, whichever is later. Said list must be in a Word document, the

information must be in an upper and lower case format, be in Arial 12 point font, and contain candidate contact information for the purposes of verifying the pronunciation of each of the candidates' names. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each participating authority shall be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. **The approvals must be finalized with the Elections Office within five (5) calendar days of receipt of the proofs, or the provided proofs shall be considered approved.**

The joint election ballots shall list the County's election first. The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged with the appropriate school district ballot content appearing on the ballot following the County's election, followed by the appropriate city ballot content, and followed by the appropriate water district or special district ballot content.

Early Voting by personal appearance and on Election Day shall be conducted exclusively on Denton County's Verity voting system including provisional ballots.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on the relevant employees upon hiring as required by Election Code 129.051(g).

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any participating authorities shall serve in that capacity without additional compensation.

Early Voting by personal appearance will be held at the locations, dates, and times listed within Exhibit A of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations. All requests for Temporary Early Voting Locations will be considered, and determined based on the availability of sites and if it is within the Election Code parameters. All costs for temporary sites including coverage by Election Administration staff will be borne by the requesting authority. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a

rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
PO Box 1720
Denton, TX 76202
Email: elections@dentoncounty.com

Any requests for early voting ballots to be voted by mail, and the subsequent actual voted ballots that are sent by a contract carrier (ie. UPS, FedEx, etc.) shall be delivered to the Early Voting Clerk at the Denton County Elections Department physical address as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
701 Kimberly Drive, Suite A101
Denton, TX 76208
Email: elections@dentoncounty.com

The Elections Administrator shall post on the county website, the participating authority's Early Voting Roster on a daily basis. In accordance with Section 87.121 of the Election Code, the daily roster showing the previous day's early voting activity will be posted no later than 11:00 AM each business day.

VII. EARLY VOTING BALLOT BOARD

Denton County shall appoint the Presiding Judge of an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager: Brandy Grimes, Deputy Elections Administrator
 Tabulation Supervisor: Jason Slonaker, Technology Resources Coordinator
 Presiding Judge: Early Voting Ballot Board Judge
 Alternate Judge: Early Voting Ballot Board Alternate Judge

The counting station manager or their representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated by posting on the Election Administrator's Election Night Results website. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station (if requested) and by posting to the Election Administrator's Election Night Results website. To ensure the accuracy of reported election returns, results printed on the tapes produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection sites or by phone from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns have been tabulated. The Elections Administrator will include the tabulation and precinct returns that are required by Texas Election Code Section 67.004 for the participating authorities to conduct their respective canvasses. Each participating authority shall be responsible for the official canvass of its respective election(s), and shall notify the Elections Administrator, or their designee, of the date of the canvass, no later than three days after Election Day.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority for uploading, by each participating authority, to the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

Each participating authority with territory containing population outside of Denton County agrees that the Elections Administrator shall administer only the Denton County portion of those elections.

X. RUNOFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within three (3) business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each participating authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the [election-date] election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be Tuesday, December 8, 2020, with early voting being held in accordance with the Election Code.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of the costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula, which is based on the number of registered voters within the district per Elections Day polling place. Costs for polling places shared by more than one participating authority shall be pro-rated among the participants utilizing that polling place.

It is agreed that the charges for Election Day judges and clerks and Election Day polling place rental fees shall be directly charged to the appropriate participating authority rather than averaging those costs among all participants.

If a participating authority's election is conducted at more than one Election Day polling place, there shall be no charges or fees allocated to the participating authority for the cost of the Election Day polling place in which the authority has fewer than 50% of the total registered voters served by that polling place, except that if the number of registered voters in all of the authority's polling places is less than the 50% threshold, the participating authority shall pay a pro-rata share of the cost associated with the polling place where it has the greatest number of registered voters.

Costs for Early Voting by Personal Appearance shall be allocated based upon the actual costs associated with each early voting site. Each participating authority shall be responsible for an equal portion of the actual costs associated with the early voting sites located within their jurisdiction. Participating authorities that do not have a regular (non-temporary) early voting site within their jurisdiction shall pay an equal portion of the nearest regular early voting site.

Costs for Early Voting by mail shall be allocated according to the actual number of ballots mailed to each participating authority's voters.

Cost for all in-person and provisional ballots and Poll Pad paper shall be allocated according to the actual number of ballots issued to each participating authority's voter.

Each participating authority agrees to pay the Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Denton County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

The Denton County Elections Administrator reserves the right to adjust the above formulas in agreement with an individual jurisdiction if the above formula results in a cost allocation that is inequitable.

If any participating authority makes a special request for extra Temporary Branch Early Voting by Personal Appearance locations as provided by the Texas Election Code, that entity agrees to pay the entire cost for that request.

Participating authorities having the majority of their voters in another county and/or fewer than 500 registered voters in Denton County, and that do not have an Election Day polling place or early voting site within their Denton County territory shall pay a flat fee of \$400 for election expenses.

Election expenses, including but not limited to, overtime charges for Election Office staff, and any unforeseen expenses needed to conduct the election, will be borne by the participating authority or authorities, affected.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Denton County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fees, if applicable.

It is agreed that any of the joint election early voting sites that are not within the boundaries of one or more of the remaining participating authorities, with the exception of the early voting site located at the Denton County Elections Building, may be dropped from the joint election unless one or more of the remaining participating authorities agreed to fully fund such site(s). In the event that any early voting site is eliminated under this section, as addendum to the contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority, as well as, to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public

XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the _____ day of _____, 2020 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the _____ day of _____, 2020 been executed on behalf of the Town of Prosper pursuant to an action of the Prosper Town Council so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:

Frank Phillips, CERA

ACCEPTED AND AGREED TO BY THE TOWN OF PROSPER:

APPROVED:

ATTESTED:

HARLAN JEFFERSON, TOWN MANAGER

MELISSA LEE, TOWN SECRETARY

Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the appropriate participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authorities agree that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor, and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.

5. In the event that one of 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 hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
9. Failure for a participating authority to meet the deadlines as outline in this contract may result in additional charges, including but not limited to, overtime charges, etc.
10. Elections Staffing Hourly Rate (includes all benefit pay):

Absentee Voting Coordinator	\$40.028
Voter Registration Clerk	\$30.072 - \$33.303
Technology Resources Coordinator	\$43.283
Elections Technician	\$30.525 - \$34.768
Voter Registration Coordinator	\$37.508
Training Coordinator	\$41.905
Election Coordinator	\$34.768

11. Nonperformance of either party shall be excused, and the nonperforming party shall have no liability to the other party, to the extent that performance is rendered impossible by any act of God, storm, fire, flood, casualty, unanticipated work stoppage, strike, lock out labor dispute, civic disturbance, riot, war, national emergency, governmental acts or orders or other restrictions, act of public enemy, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the performing party. If a party is prevented from performing its obligations by an event of force majeure, then either party may terminate this agreement by written notice to the other party.

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the [election-date] election (or runoff election, if

applicable). The participating authority's obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

The total estimated obligation for each participating authority under the terms of this agreement shall be provided as soon as practicable.

The total estimated obligation for each participating authority under the terms of this agreement shall be as follows:

[costs]

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DRAFT



2020 Town of Prosper General Election Calendar
Revised to Reflect Town Council Election on November 3, 2020

August 11	Town Council orders election to be held on November 3, 2020
August 24	Last day for a candidate to withdraw application for a place on the ballot. (Must be received in writing by 5:00 p.m.)
October 5	Last day to register to vote in the November 3, 2020, General Election.
October 5	Due date for filing first report of campaign contributions and expenditures. (Form C/OH)
October 13	First day to vote early by personal appearance.
October 26	Due date for filing second report of campaign contributions and expenditures. (Form C/OH)
October 30	Last day to vote early by personal appearance.
November 3	ELECTION DAY
November 11	Town Council Member Orientation – Town Hall, 1:00-5:00 p.m.
November 17	Official canvass of election returns by Town Council.
November 24	New Councilmembers sworn in at Council Meeting.
January 15, 2021	Last day for timely filing of final or semi-annual report of campaign contributions and expenditures. (Form C/OH–FR)



ADMINISTRATION

To: Mayor and Town Council

From: Chuck Springer, Executive Director of Administrative Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – August 11, 2020

Agenda Item:

Consider and take action on an ordinance calling a bond election in the Town on November 3, 2020, and providing for the administration of the election.

Description of Agenda Item:

The Town Council appointed a Citizens Bond Advisory Committee on February 25, 2020. The Committee held eight meetings from March through July. On July 14, 2020, Committee Vice Chair Curry Volelsang presented the Committee's unanimous recommendation to call a bond election with three propositions totaling \$210 million. The Committee also recommended specific language for the three propositions.

The attached ordinance will call a bond election for the Town matching the recommendations of the Bond Committee with the following three propositions:

- Proposition A – the issuance of \$30,000,000 tax bonds for Public Safety Facilities;
- Proposition B – the issuance of \$30,000,000 tax bonds for Parks, Trails and Recreation Facilities;
- Proposition C – the issuance of \$150,000,000 tax bond for Streets and Roads.

State law for bond elections requires that a voter information document (that is included in the Ordinance as Exhibit C) be prepared with specific information and posted in the newspaper, Town bulletin board for posting notices, on election day at each polling place and on the Town's website during the 21 days before election. This requirement was added during the most recent legislative session.

Budget Impact:

The cost of the General Election will be combined with those of the proposed Local Option Election and the proposed Bond Election. Final cost estimates for the election will not be determined until both counties determine the number of entities who will participate in sharing the election costs. The total cost of the November 2020 election is not expected to exceed \$16,000. A one-time non-discretionary supplemental decision package has been submitted in the FY 2020-2021 proposed budget to cover the cost of the November 2020 General and Special Election, to be funded from Town Secretary account 100-5460-10-02, Election Expenses.

Attached Documents:

1. Ordinance

Town Staff Recommendation:

Town staff recommends approval of an ordinance calling a bond election in the Town on November 3, 2020, and providing for the administration of the election.

Proposed Motion:

I move to adopt an ordinance calling a bond election in the Town for November 3, 2020 in the amount of \$210,000,000.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2020-____

**ORDINANCE BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS,
CALLING A BOND ELECTION TO BE HELD WITHIN THE TOWN; MAKING
PROVISION FOR THE CONDUCT OF THE ELECTION; AND CONTAINING OTHER
PROVISIONS INCIDENTAL THERETO**

THE STATE OF TEXAS

§

COUNTIES OF COLLIN AND DENTON

§

TOWN OF PROSPER

§

WHEREAS, this Town Council of the Town of Prosper, Texas (the "Town") deems it advisable to call the election hereinafter ordered; and

WHEREAS, it is hereby officially found and determined that holding the hereinafter called election on the date set forth below is in the public interest; and that the meeting was open to the public, and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. Incorporation of Preambles. The statements contained in the preamble of this ordinance (the "Ordinance") are true and correct and are hereby adopted as findings of fact and as a part of the operative provisions hereof.

Section 2. Election Called. A special bond election shall be held in the Town between the hours of 7:00 A.M. and 7:00 P.M. on November 3, 2020 (the "Election"), at the designated polling places for residents of the Town who reside in Collin County and Denton County, as set forth in Exhibit A hereto. Exhibit A shall be automatically modified without further action of the Town Council to include additional or different Election Day polling places designated by the respective County and/or the Election Administrator, and to conform to the Collin County Election Services Agreement and the Denton County Election Services Agreement, as applicable; the notices of the Election shall be conformed to such final list.

Section 3. Early Voting Locations and Times. Early voting by personal appearance shall be available for Town residents of Collin County and Denton County at all locations and times established by the Collin County Election Administrator pursuant to the Collin County Election Services Agreement and as established by the Denton County Election Administrator pursuant to the Denton County Election Services Agreement, as set forth in Exhibit B hereto. Exhibit B shall be automatically modified without further action of the Town Council to include additional or different early voting polling places and times designated by the respective Counties, and to conform to the respective Election Services Agreement; the notices of the Election shall be conformed to such final lists provided to the Town by the respective Counties and/or the respective Election Administrator.

Section 4. Collin County Early Voting Clerk and Application for Ballot. The Early Voting Clerk for voting for Collin County residents of the Town shall be Bruce R. Sherbet, the

Collin County Election Officer. Applications for early voting for all residents of the Town should be sent to the following address:

By Regular Mail	By Fax ⁽¹⁾	By Common or Contract Carrier
Bruce R. Sherbet Collin County Elections Department 2010 Redbud Blvd., Suite 102 McKinney, TX 75069	(972) 547-1914	Bruce R. Sherbet Collin County Elections Department 2010 Redbud Blvd., Suite 102 McKinney, TX 75069
By email ⁽¹⁾ : election@collincountytexas.gov		

⁽¹⁾ If an application is sent by fax or email, the original must still be mailed to address shown above for Regular Mail. For an application submitted by fax or email to be effective, the original copy of the application must be mailed and received in the Elections Office by the fourth business day after it was faxed or emailed.

Section 5. Denton County Early Voting Clerk and Application for Ballot. The Early Voting Clerk for voting for Denton County residents of the Town shall be Frank Phillips, Denton County Election Administrator. Applications for early voting for Denton County residents of the Town should be requested as follows:

By Regular Mail	By Fax ⁽¹⁾	By Common or Contract Carrier
Frank Phillips Early Voting Clerk 701 Kimberly Drive, Suite A101 Denton, TX 76208	(940) 349-3201	Frank Phillips Early Voting Clerk 701 Kimberly Drive, Suite A101 Denton, TX 76208
By email ⁽¹⁾ : elections@dentoncounty.com		

⁽¹⁾ If an application is sent by fax or email, the original must still be mailed to address shown above for Regular Mail. For an application submitted by fax or email to be effective, the original copy of the application must be mailed and received in the Elections Office by the fourth business day after it was faxed or emailed.

Section 6. Deadline for Applications by Mail or Fax. The last day to submit an application for a ballot to the respective Early Voting Clerk to be voted by mail (a) by personal delivery is October 16, 2020, and (b) by mail is the close of business on October 23, 2020.

Section 7. Right to Vote. All resident, qualified electors of the Town shall be entitled to vote at the Election.

Section 8. Propositions. At the Election the following propositions shall be submitted in accordance with law:

TOWN OF PROSPER, TEXAS SPECIAL ELECTION

TOWN OF PROSPER, TEXAS PROPOSITION A

Shall the Town Council of the Town of Prosper be authorized to issue the bonds of the Town, in one or more series or issues, in the aggregate principal amount of \$30,000,000, with the bonds of

each such series or issue, respectively, to mature and be issued and sold in accordance with law at the time of issuance, and to be sold at such prices and bear interest at such rates as shall be determined within the discretion of the Town Council, for the purpose of designing, constructing, improving and equipping public safety facilities in the Town consisting of fire stations, an emergency operations center, a public safety training facility and administrative facilities relating thereto, and the acquisition of land and interests in land as necessary for such purposes, and shall the Town Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes in an amount sufficient to pay the annual interest on the bonds, within the limits prescribed by law, to provide a sinking fund to pay the bonds at maturity and to pay the cost of any credit agreements executed in connection with the bonds?

TOWN OF PROSPER, TEXAS SPECIAL ELECTION

TOWN OF PROSPER, TEXAS PROPOSITION B

Shall the Town Council of the Town of Prosper be authorized to issue the bonds of the Town, in one or more series or issues, in the aggregate principal amount of \$30,000,000, with the bonds of each such series or issue, respectively, to mature and be issued and sold in accordance with law at the time of issuance, and to be sold at such prices and bear interest at such rates as shall be determined within the discretion of the Town Council, for the purpose of designing, constructing, improving and equipping parks, trails and recreational facilities in the Town and the acquisition of land and interests in land for such purposes, and shall the Town Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes in an amount sufficient to pay the annual interest on the bonds, within the limits prescribed by law, to provide a sinking fund to pay the bonds at maturity and to pay the cost of any credit agreements executed in connection with the bonds?

TOWN OF PROSPER, TEXAS SPECIAL ELECTION

TOWN OF PROSPER, TEXAS PROPOSITION C

Shall the Town Council of the Town of Prosper, Texas, be authorized to issue the bonds of the Town, in one or more series or issues, in the aggregate principal amount of \$150,000,000, with the bonds of each such series or issue, respectively, to mature and be issued and sold in accordance with law at the time of issuance, and to be sold at such prices and bear interest at such rates as shall be determined within the discretion of the Town Council, for the purpose of constructing, improving, extending, expanding, upgrading and developing streets and roads, bridges and intersections in the Town and related drainage improvements, utility relocations, landscaping, curbs and sidewalks, traffic safety and operational improvements, entryway signage and other street and road signage and costs associated with such projects, and interests in land as may be necessary for such purposes; provided that the following projects are planned to be completed through funding from other obligations of the Town and therefore no proceeds of the bonds may be used for improvements to Frontier Parkway from the Dallas North Tollway to Preston Road, the Dallas North Tollway overpass at Highway 380 and Fishtrap Road from Teel Parkway to Stuber Elementary School, and shall the Town Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes in an amount sufficient to pay the annual interest

on the bonds, within the limits prescribed by law, to provide a sinking fund to pay the bonds at maturity and to pay the cost of any credit agreements executed in connection with the bonds?

Section 9. **Official Ballots.** The official ballots for the Election shall be prepared in accordance with the Code, so as to permit the electors to vote “FOR” or “AGAINST” the aforesaid propositions which shall be set forth in substantially the following form:

TOWN OF PROSPER, TEXAS SPECIAL ELECTION
TOWN OF PROSPER, TEXAS PROPOSITION A

FOR () THE ISSUANCE OF \$30,000,000 TAX BONDS BY THE TOWN OF PROSPER, TEXAS FOR PUBLIC SAFETY FACILITIES IN THE TOWN, CONSISTING OF FIRE STATIONS, AN EMERGENCY OPERATIONS CENTER, A PUBLIC SAFETY TRAINING FACILITY

AGAINST () AND ADMINISTRATIVE FACILITIES RELATING THERETO. TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS WILL BE IMPOSED.

TOWN OF PROSPER, TEXAS SPECIAL ELECTION
TOWN OF PROSPER, TEXAS PROPOSITION B

FOR () THE ISSUANCE OF \$30,000,000 TAX BONDS BY THE TOWN OF PROSPER, TEXAS FOR EQUIPPING PARKS, TRAILS AND RECREATIONAL FACILITIES IN THE TOWN AND THE ACQUISITION OF LAND AND INTERESTS IN LAND FOR SUCH

AGAINST () PURPOSES. TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS WILL BE IMPOSED.

TOWN OF PROSPER, TEXAS SPECIAL ELECTION
TOWN OF PROSPER, TEXAS PROPOSITION C

FOR () THE ISSUANCE OF \$150,000,000 TAX BONDS BY THE TOWN OF PROSPER, TEXAS FOR CONSTRUCTING, IMPROVING, EXTENDING, EXPANDING, UPGRADING AND DEVELOPING STREETS AND ROADS, BRIDGES AND INTERSECTIONS IN THE TOWN AND RELATED DRAINAGE IMPROVEMENTS, UTILITY

AGAINST () RELOCATIONS, LANDSCAPING, CURBS AND SIDEWALKS, TRAFFIC SAFETY AND OPERATIONAL IMPROVEMENTS, ENTRYWAY SIGNAGE AND OTHER STREET AND ROAD SIGNAGE AND COSTS ASSOCIATED WITH SUCH PROJECTS, AND INTERESTS IN LAND AS MAY BE NECESSARY FOR SUCH PURPOSES; PROVIDED THAT THE FOLLOWING PROJECTS ARE PLANNED TO BE COMPLETED THROUGH FUNDING FROM

OTHER OBLIGATIONS OF THE TOWN AND THEREFORE NO PROCEEDS OF THE BONDS MAY BE USED FOR IMPROVEMENTS TO FRONTIER PARKWAY FROM THE DALLAS NORTH TOLLWAY TO PRESTON ROAD, THE DALLAS NORTH TOLLWAY OVERPASS AT HIGHWAY 380 AND FISHTRAP ROAD FROM TEEL PARKWAY

TO STUBER ELEMENTARY SCHOOL. TAXES SUFFICIENT TO
PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS WILL BE
IMPOSED.

Section 10. Required Information. In accordance with the provisions of Section 3.009(b), Texas Election Code, it is hereby found and determined that:

- (a) The proposition language that will appear on the ballot is set forth in Section 9 hereof.
- (b) The purpose for which the bonds are to be authorized is set forth in Section 8 hereof.
- (c) The principal amount of the bonds to be authorized is set forth in Sections 8 and 9 hereof.
- (d) As set forth in Sections 8 and 9 hereof, if the bonds are approved by the voters, the Town Council will be authorized to levy annual ad valorem taxes on all taxable property in the Town, sufficient, within the limits prescribed by law, to pay the annual principal of and interest on the bonds and provide a sinking fund to pay the bonds at maturity.
- (e) Based upon the bond market conditions at the date of adoption of this Ordinance, the maximum average interest rate for any series of the bonds is estimated to be 4.5% as calculated in accordance with applicable law. Such estimate takes into account a number of factors, including the interest rates prevailing in the market at the time the Election was called, the issuance schedule, maturity schedule, assumed principal amortizations and the expected bond ratings of the proposed bonds. Such estimated maximum interest rate is provided as a matter of information, but is not a limitation on the interest rate at which the bonds, or any series thereof, may be sold.
- (f) The bonds that are the subject of this Election shall mature serially or otherwise over a specified number of years not exceeding the maximum number of years authorized by law, as prescribed by applicable Texas law, though the Town estimates that, based on current bond market conditions, such bonds will amortize over a 20 year period from their date of issue.
- (g) The aggregate amount of the outstanding principal of the Town's debt obligations (consisting of all debt that is secured by and payable from ad valorem taxes, other than debt obligations that are self-supported by other revenues of the Town) as of August 11, 2020 (the date this Election was called) is \$77,926,423. The debt obligations that the Town has designated as self-supporting from other revenues such as water and sewer revenues are listed on Annex A to this Ordinance.
- (h) The aggregate amount of the outstanding interest of the Town's debt obligations (consisting of all debt that is secured by and payable from ad valorem taxes, other than debt obligations that are self-supported by other revenues of the Town) as of August 11, 2020 (the date this Election was called) is \$28,598,980. The debt obligations that the Town has designated as self-supporting from other revenues such as water and sewer revenues are listed on Annex A to this Ordinance.
- (i) The ad valorem debt service tax rate for the Town for the 2019-2020 fiscal year is \$0.1525 per \$100 of taxable assessed valuation.

Section 11. Posting Requirements. In accordance with provisions of the Texas Election Code, substantially complete voter information documents pertaining to each Proposition to be voted on at the Election are attached hereto as Exhibit “C” (collectively, the “Voter Information Document”). This Ordinance and the Voter Information Document, as may be modified without further Town Council action in a manner that is consistent with the calling of the Election by the Town Council and the election notice requirements of the Texas Election Code applicable to the Election, shall serve as proper notice of the Election and the voter information documents required by Section 1251.052(b), Texas Government Code. The Town Secretary shall cause this Ordinance and the Voter Information Document to be posted and published as follows:

- (a) This Ordinance shall be published one time, not earlier than the 30th day or later than the 10th day prior to the date set for the Election, in a newspaper published in the Town or, if none is published in the Town, in a newspaper of general circulation in the Town;
- (b) This Ordinance and the Voter Information Document shall be posted on the bulletin board used for posting notices of meetings of the Town Council, and at three other places in the Town, not later than the 21st day prior to the date set for the Election;
- (c) This Ordinance and the Voter Information Document shall be posted on election day and during early voting by personal appearance, in a prominent location at each polling place; and
- (d) This Ordinance and the Voter Information Document shall be posted on the Town’s Internet website during the 21 days before the Election.

Each of this Ordinance and the Voter Information Document shall be published and/or posted, as provided above, in both English and Spanish translations.

Section 12. Severability Provision. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid or unenforceable, neither the remaining portions of this Ordinance nor their application to other persons or sets of circumstances shall be affected thereby, it being the intent of the Town Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, invalidity or unenforceability of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 13. Effective Date of Ordinance. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the Town Council on first and final reading.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 11TH DAY OF AUGUST, 2020.

Ray Smith, Mayor

ATTEST:

Melissa Lee, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

ANNEX A
TOWN OF PROSPER, TEXAS

Self-Supporting Debt

The Town designates all or a portion of the following outstanding debt obligations of the Town as self-supporting debt for purposes of Section 3.009, Texas Election Code, as amended, and Chapter 1251, Texas Government Code, Subchapter B, as amended.

1. Town of Prosper, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2012; and
2. Town of Prosper, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2013; and
3. Town of Prosper, Texas General Obligation Refunding and Improvement Bonds, Series 2014; and
4. Town of Prosper, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2014; and
5. Town of Prosper, Texas General Obligation Refunding and Improvement Bonds, Series 2015; and
6. Town of Prosper, Texas General Obligation Refunding and Improvement Bonds, Series 2016; and
7. Town of Prosper, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2016; and
8. Town of Prosper, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2017; and
9. Town of Prosper, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018; and
10. Town of Prosper, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019.

EXHIBIT A

ELECTION DAY VOTING LOCATIONS, DATES AND HOURS

November 3, 2020

Joint General Election

Election Day Voting Hours: 7 AM – 7 PM

Election Day Voting Locations

Election Day Voting For Town Voters Who Reside In Collin County

[To come.]

Election Day Voting For Town Voters Who Reside In Denton County

[To come.]

EXHIBIT B

EARLY VOTING LOCATIONS, DATES AND HOURS

Early Voting For Town Voters Who Reside In Collin County

[To come.]

Early Voting For Town Voters Who Reside In Denton County

[To come.]

EXHIBIT C**Voter Information Document****Town of Prosper Special Election
Proposition A**

Ballot Information: At the Election, the following language will appear on the ballot:

TOWN OF PROSPER, TEXAS SPECIAL ELECTION
TOWN OF PROSPER, TEXAS PROPOSITION A

FOR () THE ISSUANCE OF \$30,000,000 TAX BONDS BY THE TOWN OF PROSPER, TEXAS FOR PUBLIC SAFETY FACILITIES IN THE TOWN, CONSISTING OF FIRE STATIONS, AN EMERGENCY OPERATIONS CENTER, A PUBLIC SAFETY TRAINING FACILITY

AGAINST () AND ADMINISTRATIVE FACILITIES RELATING THERETO. TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS WILL BE IMPOSED.

Estimated Debt Service Information:

The following table sets forth the estimated principal amount of, and interest due to maturity on, the bonds to be issued if Proposition A passes, and all existing outstanding debt obligations of the Town secured by and payable from ad valorem taxes, other than debt obligations that the Town has designated as self-sufficient (payable from other revenues, such as water and sewer system revenues).

Principal Amount of Bonds to be authorized under Proposition A	Estimated interest for Bonds to be authorized under Proposition A ⁽¹⁾	Estimated combined principal and interest required to pay on time and in full the Bonds to be authorized under Proposition A ⁽¹⁾	Principal of Town's Existing Outstanding Debt (as of 8/11/20) ⁽²⁾	Remaining interest on Town's Existing Outstanding Debt (as of 8/11/20) ⁽²⁾	Combined Principal and Interest to timely pay Town's Existing Outstanding Debt (as of 8/11/20) ⁽²⁾
\$30,000,000	\$16,782,877	\$46,782,877	\$77,926,423	\$28,598,980	\$106,525,403

⁽¹⁾ Interest is estimated based on bond market conditions as of August 11, 2020. If Proposition A is approved by the voters, the approved bonds are currently expected to be sold in annual installments over a 10 year period, so market conditions are likely to change over time. The interest on the proposed bonds under Proposition A was calculated at an average rate of 3.75% in 2021 through 2022, 4.0% for 2023 through 2024 and 4.5% in 2025 and thereafter (which the Town believes is a conservative estimate) based on market conditions as of August 11, 2020, and therefore, the interest payable on such proposed bonds may be less than, or more than, the amounts

set forth above based on market conditions at the time of the initial sale of the proposed bonds to be authorized under Proposition A.

⁽²⁾ Excludes \$49,756,271 of Town debt obligations that are secured by and payable from ad valorem taxes, but which the Town has designated as self-sufficient as being paid from other Town revenues, such as water and sewer system revenues.

Based on the information and assumptions provided in the table above, the Town estimates that there will be a \$0.0107 tax rate increase imposed on a residence homestead in the Town with an appraised value of \$100,000 to repay the proposed bonds, if approved. That estimate assumes (i) 10 annual issuances of bonds under Proposition A, (ii) that the bonds of each series that may be approved under Proposition A would be sold with an annual amortization of 20 years, respectively, (iii) growth of Town's taxable assessed valuation by between 8% and 8.6% per year for tax years 2021 through 2025, by between 5.3% and 7.2% for tax years 2026 through 2029, 5% per year for each tax year 2030 and thereafter and (iv) that the average interest rate on the bonds does not exceed 4.5%. The Town reserves the right not to issue all of the bonds should the bond market and economic outlook in the Town change after the Election.

The information provided in this Document is to comply with Tex. H.B. 477 86th Leg., R.S. (2019), which requires a voter information document for each proposition to be submitted to the voters. Reference is made to the Voter Information Document for the Town's Propositions B and C, which follow this Document, for additional information pertaining to other potential new debt of the Town.

EXHIBIT C, Continued**Voter Information Document****Town of Prosper Special Election
Proposition B**

Ballot Information: At the Election, the following language will appear on the ballot:

TOWN OF PROSPER, TEXAS SPECIAL ELECTION
TOWN OF PROSPER, TEXAS PROPOSITION B

FOR () THE ISSUANCE OF \$30,000,000 TAX BONDS BY THE TOWN OF PROSPER, TEXAS FOR EQUIPPING PARKS, TRAILS AND RECREATIONAL FACILITIES IN THE TOWN AND THE ACQUISITION OF LAND AND INTERESTS IN LAND FOR SUCH PURPOSES. TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS WILL BE IMPOSED.

AGAINST ()

Estimated Debt Service Information:

The following table sets forth the estimated principal amount of, and interest due to maturity on, the bonds to be issued if Proposition B passes, and all existing outstanding debt obligations of the Town secured by and payable from ad valorem taxes, other than debt obligations that the Town has designated as self-sufficient (payable from other revenues, such as water and sewer system revenues).

Principal Amount of Bonds to be authorized under Proposition B	Estimated interest for Bonds to be authorized under Proposition B ⁽¹⁾	Estimated combined principal and interest required to pay on time and in full the Bonds to be authorized under Proposition B ⁽¹⁾	Principal of Town's Existing Outstanding Debt (as of 8/11/20) ⁽²⁾	Remaining interest on Town's Existing Outstanding Debt (as of 8/11/20) ⁽²⁾	Combined Principal and Interest to timely pay Town's Existing Outstanding Debt (as of 8/11/20) ⁽²⁾
\$30,000,000	\$16,782,877	\$46,782,877	\$77,926,423	\$28,598,980	\$106,525,403

⁽¹⁾ Interest is estimated based on bond market conditions as of August 11, 2020. If Proposition B is approved by the voters, the approved bonds are currently expected to be sold in annual installments over a 10 year period, so market conditions are likely to change over time. The interest on the proposed bonds under Proposition B was calculated at an average rate of 3.75% in 2021 through 2022, 4.0% for 2023 through 2024 and 4.5% in 2025 and thereafter (which the Town believes is a conservative estimate) based on market conditions as of August 11, 2020, and therefore, the interest payable on such proposed bonds may be less than, or more than, the amounts

set forth above based on market conditions at the time of the initial sale of the proposed bonds to be authorized under Proposition B.

⁽²⁾ Excludes \$49,756,271 of Town debt obligations that are secured by and payable from ad valorem taxes, but which the Town has designated as self-sufficient as being paid from other Town revenues, such as water and sewer system revenues.

Based on the information and assumptions provided in the table above, the Town estimates that there will be a \$0.0107 tax rate increase imposed on a residence homestead in the Town with an appraised value of \$100,000 to repay the proposed bonds, if approved. That estimate assumes (i) 10 annual issuances of bonds under Proposition B, (ii) that the bonds of each series that may be approved under Proposition B would be sold with an annual amortization of 20 years, respectively, (iii) growth of Town's taxable assessed valuation by between 8% and 8.6% per year for tax years 2021 through 2025, by between 5.3% and 7.2% for tax years 2026 through 2029, 5% per year for each tax year 2030 and thereafter and (iv) that the average interest rate on the bonds does not exceed 4.5%. The Town reserves the right not to issue all of the bonds should the bond market and economic outlook in the Town change after the Election.

The information provided in this Document is to comply with Tex. H.B. 477 86th Leg., R.S. (2019), which requires a voter information document for each proposition to be submitted to the voters. Reference is made to the Voter Information Document for the Town's Propositions A and C, which precede or follow this Document, for additional information pertaining to other potential new debt of the Town.

Town of Prosper Special Election Proposition C

Ballot Information: At the Election, the following language will appear on the ballot:

TOWN OF PROSPER, TEXAS SPECIAL ELECTION
TOWN OF PROSPER, TEXAS PROPOSITION C

THE ISSUANCE OF \$150,000,000 TAX BONDS BY THE TOWN OF PROSPER, TEXAS FOR CONSTRUCTING, IMPROVING, EXTENDING, EXPANDING, UPGRADING AND DEVELOPING STREETS AND ROADS, BRIDGES AND INTERSECTIONS IN THE TOWN AND RELATED DRAINAGE IMPROVEMENTS, UTILITY RELOCATIONS, LANDSCAPING, CURBS AND SIDEWALKS, TRAFFIC SAFETY AND OPERATIONAL IMPROVEMENTS, ENTRYWAY SIGNAGE AND OTHER STREET AND ROAD SIGNAGE AND COSTS ASSOCIATED WITH SUCH PROJECTS, AND INTERESTS IN LAND AS MAY BE NECESSARY FOR SUCH PURPOSES; PROVIDED THAT THE FOLLOWING PROJECTS ARE PLANNED TO BE COMPLETED THROUGH FUNDING FROM OTHER OBLIGATIONS OF THE TOWN AND THEREFORE NO PROCEEDS OF THE BONDS MAY BE USED FOR IMPROVEMENTS TO FRONTIER PARKWAY FROM THE DALLAS NORTH TOLLWAY TO PRESTON ROAD, THE DALLAS NORTH TOLLWAY OVERPASS AT HIGHWAY 380 AND FISHTRAP ROAD FROM TEEL PARKWAY TO STUBER ELEMENTARY SCHOOL. TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS WILL BE IMPOSED.

Estimated Debt Service Information:

The following table sets forth the estimated principal amount of, and interest due to maturity on, the bonds to be issued if Proposition C passes, and all existing outstanding debt obligations of the Town secured by and payable from ad valorem taxes, other than debt obligations that the Town has designated as self-sufficient (payable from other revenues, such as water and sewer system revenues).

Principal Amount of Bonds to be authorized under Proposition C	Estimated interest for Bonds to be authorized under Proposition C ⁽¹⁾	Estimated combined principal and interest required to pay on time and in full the Bonds to be authorized under Proposition C ⁽¹⁾	Principal of Town's Existing Outstanding Debt (as of 8/11/20) ⁽²⁾	Remaining interest on Town's Existing Outstanding Debt (as of 8/11/20) ⁽²⁾	Combined Principal and Interest to timely pay Town's Existing Outstanding Debt (as of 8/11/20) ⁽²⁾
\$150,000,000	\$83,914,386	\$233,914,386	\$77,926,423	\$28,598,980	\$106,525,403

⁽¹⁾ Interest is estimated based on bond market conditions as of August 11, 2020. If Proposition C is approved by the voters, the approved bonds are currently expected to be sold in annual installments over a 10 year period, so market conditions are likely to change over time. The interest on the proposed bonds under Proposition C was calculated at an average rate of 3.75% in 2021 through 2022, 4.0% for 2023 through 2024 and 4.5% in 2025 and thereafter (which the Town believes is a conservative estimate) based on market conditions as of August 11, 2020, and therefore, the interest payable on such proposed bonds may be less than, or more than, the amounts set forth above based on market conditions at the time of the initial sale of the proposed bonds to be authorized under Proposition C.

⁽²⁾ Excludes \$49,756,271 of Town debt obligations that are secured by and payable from ad valorem taxes, but which the Town has designated as self-sufficient as being paid from other Town revenues, such as water and sewer system revenues.

Based on the information and assumptions provided in the table above, the Town estimates that there will be a \$0.0536 tax rate increase imposed on a residence homestead in the Town with an appraised value of \$100,000 to repay the proposed bonds, if approved. That estimate assumes (i) 10 annual issuances of bonds under Proposition C, (ii) that the bonds of each series that may be approved under Proposition C would be sold with an annual amortization of 20 years, respectively, (iii) growth of Town's taxable assessed valuation by between 8% and 8.6% per year for tax years 2021 through 2025, by between 5.3% and 7.2% for tax years 2026 through 2029, 5% per year for each tax year 2030 and thereafter and (iv) that the average interest rate on the bonds does not exceed 4.5%. The Town reserves the right not to issue all of the bonds should the bond market and economic outlook in the Town change after the Election.

The information provided in this Document is to comply with Tex. H.B. 477 86th Leg., R.S. (2019), which requires a voter information document for each proposition to be submitted to the voters. Reference is made to the Voter Information Document for the Town's Propositions A and B, which precede this Document, for additional information pertaining to other potential new debt of the Town.

**TOWN SECRETARY**

To: Mayor and Town Council

From: Melissa Lee, Town Secretary

Through: Harlan Jefferson, Town Manager
Robyn Battle, Executive Director of Community Services

Re: Town Council Meeting – August 11, 2020

Agenda Item:

Consider and act upon an ordinance ordering a Special Local Option Election to be held on November 3, 2020, for the purpose of legalizing the sale of all alcoholic beverages for off-premise consumption only, and legalizing the sale of mixed beverages in restaurants by food and beverage certificate holders only.

Description of Agenda Item:

On June 11, 2020, the Town Secretary received an application to issue petitions for two Local Option Election propositions. The Town has held three Local Option Elections in the past. In May 2004, Town voters approved the sale of beer and wine for off-premise consumption. These sales are commonly found in grocery stores and convenience stores. In May 2006, Town voters approved the sale of mixed beverages in restaurants by food and beverage certificate holders. In November 2012, Town voters rejected the sale of all alcoholic beverages for off-premise consumption. This would have permitted the retail sale of distilled spirits commonly found in liquor stores. Local Option Elections only apply to areas that are within the Town limits at the time of the election. Therefore, any land annexed after the two previous successful Local Option Elections would not be included.

The two current petitions would legalize in the Town the sale of all alcoholic beverages for off-premise consumption, and to legalize the sale of mixed beverages in restaurants by food and beverage certificate holders only. The two petitions were submitted to the Town Secretary on July 12, 2020.

The Election Code requires that for a Local Option Election to be held, a petition must be signed by thirty-five percent (35%) of the number of residents who voted in the last gubernatorial election. The number of signatures required for each petition to be sufficient is 3,186. If a submitted petition bears the required number of signatures, then the Town Council is required to order a Local Option Election. Attached to this staff report are certifications from the Town Secretary that both petitions have met the required number of signatures.

Budget Impact:

The cost of the Local Option Election will be combined with those of the General Election and proposed Bond Election. Final cost estimates for the election will not be determined until the counties determine the number of entities who will participate in sharing the election costs. The total cost of the November 2020 election is not expected to exceed \$16,000. A one-time non-discretionary supplemental decision package has been submitted in the FY 2020-2021 proposed budget to cover the cost of the November 2020 General and Special Elections, to be funded from Town Secretary account 100-5460-10-02, Election Expenses.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance
2. Certification of Alcohol Sales Petition
3. Certification of Mixed Beverage Petition

Town Staff Recommendation:

Town staff recommends the Town Council adopt an ordinance ordering a Special Local Option Election to be held on November 3, 2020, for the purpose of legalizing the sale of all alcoholic beverages for off-premise consumption only, and legalizing the sale of mixed beverages in restaurants by food and beverage certificate holders only.

Proposed Motion:

I move to adopt an ordinance ordering a Special Local Option Election to be held on November 3, 2020, for the purpose of legalizing the sale of all alcoholic beverages for off-premise consumption only, and legalizing the sale of mixed beverages in restaurants by food and beverage certificate holders only.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2020-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD ON THE 3RD DAY OF NOVEMBER, 2020, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE TOWN OF PROSPER, TEXAS, TWO (2) LOCAL OPTION ELECTION PROPOSITIONS: (1) TO LEGALIZE THE LEGAL SALE OF ALL ALCOHOLIC BEVERAGES FOR OFF-PREMISE CONSUMPTION ONLY, AND (2) TO LEGALIZE THE LEGAL SALE OF MIXED BEVERAGES IN RESTAURANTS BY FOOD AND BEVERAGE CERTIFICATE HOLDERS ONLY; PROVIDING FOR ELECTION OFFICERS; DESIGNATING THE PLACE AND MANNER OF HOLDING SAID ELECTION; DESIGNATING THE EARLY VOTING POLLING PLACE; DESIGNATING THE EARLY VOTING CLERK; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, pursuant to and consistent with Chapter 501 of the Texas Election Code, the Town of Prosper, Texas ("Town"), received two (2) petitions requesting a local option election be held to consider (1) the legal sale of all alcoholic beverages for off-premise consumption only; and (2) the legal sale of mixed beverages in restaurants by food and beverage certificate holders only; and

WHEREAS, pursuant to Sections 501.109 and 501.031 of the Texas Election Code, the Town Secretary verified the petitions submitted to the Town, and determined the petitions contained the requisite number of signatures of eligible voters of the Town; and

WHEREAS, Section 41.001(a) of the Texas Election Code establishes November 3, 2020, as a uniform election date for the Town; and

WHEREAS, Section 3.005(c) of the Texas Election Code requires the Town to call the election at least seventy-eight (78) days before the uniform election date; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, is a regular meeting of the Town Council, and public notice of the time, place and purpose of said meeting was given as required by Section 551.043 of the Texas Government Code.

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

SECTION 1

All of the above premises are hereby found to be true and correct factual and legislative determinations of the Town of Prosper and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

A special election of the Town shall be held on Tuesday, November 3, 2020, between the hours of 7:00 a.m. and 7:00 p.m., at those Election Day voting sites as determined by the Elections

Administrator, for the purpose of considering two (2) local option legalization ballot propositions authorized by Section 501.035 of the Texas Election Code:

TOWN OF PROSPER, TEXAS SPECIAL ELECTION

TOWN OF PROSPER, TEXAS PROPOSITION D

“The legal sale of all alcoholic beverages for off-premise consumption only”

and

TOWN OF PROSPER, TEXAS SPECIAL ELECTION

TOWN OF PROSPER, TEXAS PROPOSITION E

“The legal sale of mixed beverages in restaurants by food and beverage certificate holders only”

SECTION 3

Voting on the date of the election, and early voting therefor, shall be by the use of a lawfully approved voting system. The preparation of the voting equipment to be used in connection with such voting system and the official ballots for the election shall conform to the Texas Election Code, as amended, so as to permit the electors of the Town of Prosper to vote on the local option ballot propositions. Said ballots shall have printed therein such provisions, markings, and language as may be required by law, and shall be set forth on said ballots in substantially the following form and language:

**SPECIAL ELECTION
Town of Prosper, Texas
November 3, 2020**

OFFICIAL BALLOT

TOWN OF PROSPER, TEXAS SPECIAL ELECTION

TOWN OF PROSPER, TEXAS PROPOSITION D

The legal sale of all alcoholic beverages for off-premise consumption only.

La venta legal de todas bebidas alcohólicas para consumo solamente fuera del establecimiento.

_____ **For (A Favor)**
_____ **Against (En Contra)**

TOWN OF PROSPER, TEXAS SPECIAL ELECTION

TOWN OF PROSPER, TEXAS PROPOSITION E

The legal sale of mixed beverages in restaurants by food and beverage certificate holders only.

La venta legal de bebidas alcohólicas mezcladas (cocteles) en restaurantes sólo por los poseedores de un certificado de comidas y bebidas.

_____ For (A Favor)
 _____ Against (En Contra)

SECTION 4

All election precincts, early voting polling sites and Election Day polling sites shall be determined by the Elections Administrator pursuant to the Election Services Agreement.

SECTION 5

All election officials, including the Early Voting Clerk, shall be the officials appointed to such positions by Collin County and Denton County and to the extent required by law, are hereby so appointed.

SECTION 6

Early voting by personal appearance will be held jointly with other Collin County and Denton County public entities at Collin County's and Denton County's respective main early voting site(s), beginning on such dates as authorized by the Texas Election Code and/or by order of the Governor.

SECTION 7

The Collin County Election Administrator and the Denton County Election Administrator are hereby appointed to serve as the Early Voting Clerks in their respective counties, and the Elections Administrators' permanent county employees are appointed as deputy early voting clerks. Applications for ballots by mail shall be mailed to said Election Administrators, in accordance with the Texas Election Code and/or by order of the Governor.

SECTION 8

The Town Secretary is hereby authorized and directed to file, publish and/or post, in the time and manner prescribed by law, all notices required to be so filed, published and/or posted in connection with the conduct of this election.

SECTION 9

The election shall be conducted pursuant to the election laws of the State of Texas.

SECTION 10

If any word, section, article, phrase, paragraph, sentence, clause, or portion of this ordinance or application thereto to any person or circumstance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this ordinance; and the Town Council hereby declares it would have passed such remaining portions of this ordinance despite such invalidity which remaining portions shall remain in full force and effect. Additionally, it is the intent of the Town Council in adopting this Ordinance to fully comply with the terms of any Election Services Agreement. Should any conflict arise between any term of this Ordinance and the Town's obligations under any Election Services Agreement, it is the express intent of the Town Council that the terms of the Election Services Agreement should control and govern the administration of the general and special election addressed in this Ordinance.

SECTION 11

This Ordinance shall take effect from and after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS THE 11TH DAY OF AUGUST, 2020.

Ray Smith, Mayor

ATTEST:

Melissa Lee, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



CERTIFICATION

TOWN OF PROSPER, TEXAS §

COLLIN COUNTY, TEXAS §

DENTON COUNTY, TEXAS §

I, Melissa Lee, Town Secretary of the Town of Prosper, Texas, do hereby certify that I have reviewed the Petition for Local Option Election to Legalize: **“the legal sale of mixed beverages in restaurants by food and beverage certificate holders only,”** which was submitted to the Town of Prosper on July 12, 2020.

The number of signatures of qualified voters required for the petition to be sufficient is 3,186. I hereby certify that the required number of signatures has been submitted and verified. The petition, as submitted, is sufficient to cause the Town Council of the Town of Prosper, Texas, to order a Local Option Election to be held on Tuesday, November 3, 2020, for the purpose of submitting to the qualified voters of the Town of Prosper, Texas, the determination of whether or not the Town should permit the legal sale of mixed beverages in restaurants by food and beverage certificate holders only.

WITNESS MY HAND AND SEAL OF SAID TOWN, this the 7th day of August 2020.

Melissa Lee
Town Secretary
Town of Prosper, Texas





CERTIFICATION

TOWN OF PROSPER, TEXAS §

COLLIN COUNTY, TEXAS §

DENTON COUNTY, TEXAS §

I, Melissa Lee, Town Secretary of the Town of Prosper, Texas, do hereby certify that I have reviewed the Petition for Local Option Election to Legalize: **“the legal sale of all alcoholic beverages for off-premise consumption only,”** which was submitted to the Town of Prosper on July 12, 2020.

The number of signatures of qualified voters required for the petition to be sufficient is 3,186. I hereby certify that the required number of signatures has been submitted and verified. The petition, as submitted, is sufficient to cause the Town Council of the Town of Prosper, Texas, to order a Local Option Election to be held on Tuesday, November 3, 2020, for the purpose of submitting to the qualified voters of the Town of Prosper, Texas, the determination of whether or not the Town should permit the legal sale of all alcoholic beverages for off-premise consumption only.

WITNESS MY HAND AND SEAL OF SAID TOWN, this the 7th day of August 2020.

Melissa Lee
Town Secretary
Town of Prosper, Texas



FINANCE

To: Mayor and Town Council

From: Betty Pamplin, Finance Director

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

Re: Town Council Meeting – August 11, 2020

Agenda Item:

Submission of the FY 2020-2021 Proposed Budget and Budget Message by the Town Manager.
(BP)

Description of Agenda Item:

In accordance with Town Charter, the referenced documentation completes the Town Manager's submission of the Proposed Budget and Budget Message for Fiscal Year 2020-2021. The FY 2020-2021 Proposed Budget, including the Budget Message from the Town Manager, was submitted to the Town Council under separate cover.

Town Staff Recommendation:

Town staff has submitted the FY 2020-2021 Proposed Budget and Budget Message under separate cover to the Town Council for review.

FINANCE



To: Mayor and Town Council

From: Betty Pamplin, Finance Director

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

Re: Town Council Meeting – August 11, 2020

Agenda Item:

Consider and act upon a proposed FY 2020-2021 property tax rate. **(BP)**

Description of Agenda Item:

This agenda item is to set the proposed tax rate to publish for consideration. According to Section 26.05(d) of the Property Tax Code, the Town is required to hold one public hearing and publish a newspaper ad **if** proposing to consider a tax rate that exceeds the no-new-revenue rate or voter-approval rate, whichever is lower. The rate the Town finally adopts *can be lower* than the proposed and published rate, but *it cannot exceed* it without undergoing the required posting requirements and timeframes. **This item requires a record vote.**

Budget Impact:

Cost to publish the notice is budgeted, if required.

Town Staff Recommendation:

Town staff recommends that the Town Council propose a rate of \$0.52 per \$100 in valuation.

If making your motion according to staff's recommendation, please use the following:

Proposed Motion:

I move to place a proposal to adopt a FY 2020-2021 tax rate of fifty-two cents (\$0.52) per one hundred dollars (\$100) of valuation on the September 8, 2020, Town Council Agenda.



ENGINEERING SERVICES

To: Mayor and Town Council

From: Hulon T. Webb, Jr., Director of Engineering Services

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

Re: Town Council Meeting – August 11, 2020

Agenda Item:

Consider and act upon awarding Bid No. 2020-75-B to Mario Sinacola & Sons Excavating, Inc., related to construction services for the Prosper Trail – Coit Rd to Custer Rd 2-Lanes (CIP No. 2008-ST) project; and authorizing the Town Manager to execute a construction agreement for same.

Description of Agenda Item:

On July 24, 2020, eight (8) bids were received for the project. The project includes the construction of the south 2 lanes of an ultimate 4-lane section of Prosper Trail from Coit Road to Custer Road. East of the Coit Road/Prosper Trail intersection, the project will connect to the existing 4 lanes previously constructed and extend the 4-lane section east for approximately 700 feet to improve the eastbound capacity of the intersection. At Custer Road (FM 2478), Prosper Trail will begin to expand to its ultimate 4-lane section for approximately 300 feet west of the intersection to match up where the Texas Department of Transportation (TxDOT) plans show to widen the intersection with the FM 2478 project scheduled to begin construction in early 2021. Since the Prosper Trail project is anticipated to be complete prior to the completion of the FM 2478 project, the Prosper Trail project includes interim pavement striping of the intersection to maintain the existing function of the intersection.

To minimize construction costs with this phase of the Prosper Trail project, the project includes a drainage system with modifications to the existing bar-ditches along the north side of the roadway. In addition, the existing bridge will remain in the interim, and only the asphalt transitions to the bridge will be improved with this project. When the ultimate 4-lane section of Prosper Trail is constructed in the future, the remaining underground drainage will be installed, and a new bridge constructed.

The project was advertised using the A+B Bidding alternative procurement method to allow the Town to award the project to the contractor that offers the best value, taking into consideration the number of days bid. The number of days bid is multiplied by the value of a calendar day as listed below, and added to each bidder's base bid:

<u>Amount of Contract (\$)</u>	<u>Value of a Calendar Day(\$)</u>
\$1,500,000 to \$1,999,999.99	\$500 per day
\$2,000,000 to \$2,999,999.99	\$1,000 per day
\$3,000,000 to \$3,999,999.99	\$1,500 per day
\$4,000,000.00 or more	\$2,000 per day

The verified bid totals ranged between \$5,236,331.05 and \$6,862,368.98. The Engineer's Estimate was \$5,823,177.25. The final completion times bid ranged from 330 calendar days to 450 calendar days.

After taking into consideration cost and time, Mario Sinacola & Sons Excavating, Inc., submitted the lowest bid of \$5,236,331.05, with a final completion time of 330 days. Mario Sinacola & Sons Excavating, Inc., successfully completed the construction of Safety Way (E-W Collector) recently and is in the process of completing several sections of Fishtrap Road for the Prosper Independent School District and the Town of Prosper.

Budget Impact:

The cost for the construction of the Prosper Trail – Coit Rd to Custer Rd 2-Lanes project is \$5,236,331.05. The FY 2019-2020 Capital Improvement Program included the construction of the Prosper Trail – Coit Rd to Custer Rd 2-Lanes project budgeted at \$6,300,000. The funding source is Account No. 750-6610-10-00-2008-ST.

Legal Obligations and Review:

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

Attached Documents:

1. Location Map
2. Bid Tab Summary
3. Construction Agreement

Town Staff Recommendation:

Town staff recommends awarding Bid No. 2020-75-B to Mario Sinacola & Sons Excavating, Inc., related to construction services for the Prosper Trail – Coit Rd to Custer Rd 2-Lanes (CIP No. 2008-ST) project; and authorizing the Town Manager to execute a construction agreement for same.


Proposed Motion:

I move to award Bid No. 2020-75-B to Mario Sinacola & Sons Excavating, Inc., related to construction services for the Prosper Trail – Coit Rd to Custer Rd 2-Lanes (CIP No. 2008-ST) project; and authorize the Town Manager to execute a construction agreement for same.



Prosper Trail Improvement Project Coit Road to Custer Road



	TOWN OF PROSPER BID TABULATION SUMMARY			
	Solicitation Number	Bid No. 2020-75-B		
	Solicitation Title	Prosper Trail - Coit Rd to Custer Rd 2-Lanes (CIP No. 2008-ST)		
	Close Date	7/24/2020 2:00PM		
Responding Supplier	Base Bid (A)	Time Value (B)	Total Value	
Mario Sinacola & Sons Excavating, Inc.	\$ 5,236,331.05	\$ 660,000.00	\$ 5,896,331.05	
Tiseo Paving Co.	\$ 5,399,802.90	\$ 790,000.00	\$ 6,189,802.90	
McMahon Contracting LP	\$ 5,577,226.79	\$ 720,000.00	\$ 6,297,226.79	
Reliable Paving, Inc	\$ 5,710,848.38	\$ 780,000.00	\$ 6,490,848.38	
Pavecon Public Works, LP	\$ 5,669,122.76	\$ 840,000.00	\$ 6,509,122.76	
Texas Sterling Construction Co.	\$ 5,923,105.60	\$ 780,000.00	\$ 6,703,105.60	
Jagoe-Public Company	\$ 5,907,505.33	\$ 900,000.00	\$ 6,807,505.33	
North Rock Construction	\$ 5,962,368.98	\$ 900,000.00	\$ 6,862,368.98	

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
**PROSPER TRAIL – COIT RD TO CUSTER RD
2-LANES (CIP NO. 2008-ST)
BID NO. 2020-75-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

BID NO: 2020-75-B
PROSPER TRAIL – COIT / CUSTER

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LEGAL NOTICE

The Town of Prosper is accepting competitive sealed bids for **BID NO. 2020-75-B PROSPER TRAIL – COIT RD TO CUSTER RD 2-LANES (CIP NO. 2008-ST)**. Bids 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, JULY 24, 2020**. Any bids received after this time will not be accepted, and will be returned unopened. **The bid opening will be held online on FRIDAY, JULY 24, 2020 @ 2:30 P.M.** To participate in the bid opening, please use the following:

Join Zoom Meeting: <https://us02web.zoom.us/j/82985125439>
Meeting ID: 829 8512 5439
Dial-in any of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833, +1 253 215 8782,
+1 301 715 8592 or +1 346 248 7799

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of Grading, Paving, Drainage, and Utility Improvements along Prosper Trail between Coit Road and Custer Road.

Each bid submitted shall be accompanied by a cashier's check in the amount of 5% of the maximum amount bid, 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 Engineering Department, 250 W. First Street, Prosper, Texas, 75078, Phone: (972) 569-1198** without charge. These documents may be acquired from that office for the non-refundable purchase price of \$50.00 per set, payable to the Town of Prosper. Copies of Plans, Specifications, and Contract Documents may also be downloaded free of charge from Current Bidding Opportunities, at the following link: <http://www.prospertx.gov/business/bid-opportunities/>.

Questions and requests for clarifications in regards to this bid should be submitted in writing through IonWave.net, the Town's e-procurement system, or emailed directly to January Cook, CPPO, CPPB, Purchasing Manager, at jcook@prospertx.gov. The deadline for receipt of questions and requests for clarifications is **12:00 P.M. on MONDAY, JULY 20, 2020**. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.

**BID NO: 2020-75-B
PROSPER TRAIL – COIT / CUSTER**

INSTRUCTIONS TO BIDDERS

1. Submittal Deadline: Bids will be accepted until 2:00 P.M. on FRIDAY, JULY 24, 2020.
2. Submittal Location: Bids 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 bid through IonWave.net, Bidder shall complete all requested information and submit all required documents.
4. Hard Copy Submittal Requirements: If submitting bid in hard copy, Bidder shall submit one (1) original and one (1) copy of their bid in a sealed envelope clearly marked with their name and **BID NO. 2020-75-B PROSPER TRAIL – COIT RD TO CUSTER RD 2-LANES (CIP NO. 2008-ST)**. Bidder shall complete all requested information and submit all required documents.
5. Bid Opening: The bid opening will be held online FRIDAY, JULY 24, 2020 @ 2:30 P.M. To participate in the proposal opening, please use the following:
 Join Zoom Meeting: <https://us02web.zoom.us/j/82985125439>
 Meeting ID: 829 8512 5439
 Dial-in any of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833, +1 253 215 8782,
 +1 301 715 8592, +1 346 248 7799
6. Bid Documents: Copies of Plans, Specifications, and Contract Documents may be examined without charge at the following location:

Town of Prosper Engineering Department
 250 W. First Street
 Prosper, TX 75078
 Phone: 972-569-1198

or

Download free of charge from Current Bidding Opportunities, at the following link:

<NUMBER <http://www.prosper.tx.gov/business/bid-opportunities/>.

7. Questions and Requests for Clarification: Questions and requests for clarifications in regards to this bid should be submitted in writing through IonWave.net, the Town's e-procurement system, or emailed directly to January Cook, CPPO, CPPB, Purchasing Manager, at jcook@prosper.tx.gov. The deadline for receipt of questions and requests for clarifications is 12:00 P.M. on MONDAY, JULY 20, 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 Bidders, the Town of Prosper will issue an addendum containing the necessary information.

**BID NO: 2020-75-B
 PROSPER TRAIL – COIT / CUSTER**

10. Pre-Bid Meeting: A pre-bid meeting will be held **online** for this project at **11:00 A.M., THURSDAY, JULY 16, 2020**. Attendance is optional.

To participate in the pre-bid meeting, please use the following:

Join Zoom Meeting: <https://us02web.zoom.us/j/88525012511>

Meeting ID: 885 2501 2511

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

11. 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 **Mario Sinacola & Sons Excavating, Inc.** a company authorized to do business in Texas (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:

BID NO. 2020-75-B PROSPER TRAIL – COIT RD TO CUSTER RD 2-LANES (CIP NO. 2008-ST)

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 bid, 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 Bid;
10. any listed and numbered addenda;
11. the Performance, Payment, and Maintenance Bonds; and,
12. any other bid 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

**BID NO: 2020-75-B
 PROSPER TRAIL – COIT / CUSTER**

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 **Five Million Two Hundred Thirty-Six Thousand Three Hundred Thirty-One Dollars and Five cents (\$5,236,331.05)**. 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 **300** calendar days after the date of the Notice to Proceed for the base bid. 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 bid. 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: BID No. 2020-75-B
PROSPER TRAIL – COIT RD TO CUSTER RD 2-LANES
(CIP NO. 2008-ST)

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

BID NO: 2020-75-B
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- 4) Personal Injury
- 5) Broad Form Property Damage
- 6) Explosion Collapse and Underground (XCU) Coverage.
- b. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
- c. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired and non-owned autos.
- d. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.
- e. \$1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.
- 3. Deductible and Self-Insured Retentions

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

4. Other Insurance Provisions

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

a. General Liability and Automobile Liability Coverage

- 1) The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- 2) The contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.

- 3) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- 4) The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

b. Workers' Compensation and Employer's Liability Coverage

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

c. All Coverages

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

5. Acceptability of Insurers

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

6. Verification of Coverage

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

F. Performance, Payment and Maintenance Bonds

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

G. Progress Payments and Retainage

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

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

1. copies of documents reasonably necessary to aid the Owner in preparing an estimate of the value of Work properly completed;
2. full or partial releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Owner releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

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

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

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

1. ensure proper completion of the Work. The Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
2. ensure timely completion of the Work. The Owner may use retained funds to pay liquidated damages; and
3. provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

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

H. Withholding Payments to Contractor

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

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

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

I. Acceptance of the Work

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

It is specifically provided that Work shall be deemed accepted on the date specified in the Owner's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Owner's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

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

J. Acceptance of Erosion Control Measures

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

K. Final Payment

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

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

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

Final payment to the Contractor shall not be due until the Contractor has supplied to the Owner original copies of all documents that the Owner determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Owner has satisfied its obligation to administer the Construction Agreement in accordance with applicable law. The following documents shall, at a minimum, be required to be submitted prior to final payment being due: redline as-built construction plans; consent of surety to final payment; public infrastructure inventory; affidavit of value for public infrastructure; and, final

change order(s). "Redline as-built construction plans" shall include, but are not limited to markups for change orders, field revisions, and quantity overruns as applicable. The list of documents contained in this provision is not an exhaustive and exclusive list for every project performed pursuant to these Contract Documents and Contractor shall provide such other and further documents as may be requested and required by the Owner to close out a particular project.

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

L. Contractor's Warranty

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

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

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

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

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

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

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

M. Compliance with Laws

The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

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

N. "Anti-Israel Boycott" Provision

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

O. Other Items

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

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

1. that Contractor timely delivers to the Owner all bonds and insurance documents; and
2. that the Owner retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible

bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST OWNER, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE OWNER BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE OWNER DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

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

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

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

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

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

[Signatures continued on following page.]

MARIO SINACOLA & SONS EXCAVATING, INC. TOWN OF PROSPER, TEXAS

_____	_____
By: _____	By: HARLAN JEFFERSON
Title: _____	Title: Town Manager
Date: _____	Date: _____
Address: 10950 Research Rd. Frisco, Texas 75033	Address: 250 W. First St. P.O. Box 307 Prosper, Texas 75078
Phone: (214) 387-3900	Phone: (972) 346-2640
Email: sinacolaagtek@mariosinacola.com	Email: hjefferson@prospertx.gov

ATTEST:

MELISSA LEE
Town Secretary

STATE OF TEXAS)
COUNTY OF COLLIN)

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 **11th day of August, 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:

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.

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

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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

Typed/Printed Name

Title

Address

City State Zip

Phone Fax

Company Name

By: _____
Signature

Typed/Printed Name

Title

Address

City State Zip

Phone Fax

[Signatures continued on following page.]

ATTEST:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

SURETY:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

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

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

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

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 **11th day of August, 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:

BID NO. 2020-75-B PROSPER TRAIL – COIT RD TO CUSTER RD 2-LANES (CIP NO. 2008-ST)

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

**BID NO: 2020-75-B
PROSPER TRAIL – COIT / CUSTER**

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

Typed/Printed Name

Title

Address

City State Zip

Phone Fax

Company Name

By: _____
Signature

Typed/Printed Name

Title

Address

City State Zip

Phone Fax

[Signatures continued on following page.]

ATTEST:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

SURETY:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

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

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

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

MAINTENANCE BOND

STATE OF TEXAS)
)
 COUNTY OF COLLIN)

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

WHEREAS, Principal entered into a certain written Contract with the Town of Prosper, dated on or about the **11th day of August, 2020**, to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of:

BID NO. 2020-75-B PROSPER TRAIL – COIT RD TO CUSTER RD 2-LANES (CIP NO. 2008-ST)

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.

**BID NO: 2020-75-B
 PROSPER TRAIL – COIT / CUSTER**

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

Typed/Printed Name

Title

Address

City State Zip

Phone Fax

Company Name

By: _____
Signature

Typed/Printed Name

Title

Address

City State Zip

Phone Fax

[Signatures continued on following page.]

ATTEST:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

SURETY:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

SPECIAL CONDITIONS

SC.01 PURPOSE: The Special Conditions contained herein set forth conditions or requirements particular to this Contract: **BID NO. 2020-75-B PROSPER TRAIL – COIT RD TO CUSTER RD 2-LANES (CIP NO. 2008-ST)**

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

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

- **ENGINEER:** The Engineer of Record as shown on the Construction Drawings:
Jeffrey F. Roberts, Half Associates, Inc.

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

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

SC.04 BID AWARD: The award shall be based on the lowest responsive and responsible bidder taking into consideration the number of days bid to complete the project.

A. For the purpose of award, each bid submitted shall consist of:

1. Base Bid (A) = The correct summation of the products and the quantities shown in the bid proposal, multiplied by the bid unit prices.
2. Time Bid (B) = (CD x Daily Value). The product of the total number of calendar days (CD) provided by the Contractor to complete the project and the daily value established in SC.04 B.
3. Total Bid = Base Bid (A) + Time Bid (B). The lowest Total Bid will be determined by the Town as the lowest sum of the Base Bid (A) + the Time Bid (B).

Note: The dollar value of the Time Bid (B) will be used for evaluation purposes only, and will not be included in the contract award. However, the successful Contractor will be responsible for completing construction within the number of calendar days bid.

B. **Contractor will enter the number of days to complete the project in the appropriate section of the Bid Attributes.** The Town will calculate the Time Bid using the number of days bid by Contractor, and the corresponding value of a calendar day indicated in the matrix below, based on total of Contractor's Base Bid (A). The Town reserves the right to set a maximum value to the total number of days.

Amount of Contract (\$)	Value of a Calendar Day (\$)
\$1,500,000 to \$1,999,999.99	\$500 per day
\$2,000,000 to \$2,999,999.99	\$1,000 per day
\$3,000,000 to \$3,999,999.99	\$1,500 per day
More than \$4,000,000.00	\$2,000 per day

SC.05 PROJECT COMPLETION REQUIREMENT:

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

- A. Respond to all Bid Items listed for this project.
- B. Respond to all Bid Attributes listed for this project.
- C. Submit Bid Guarantee (Bid Bond or Cashier's Check)
- D. Complete and submit the Completed Projects and References Worksheet.
- E. Submit resumes for key personnel that will be assigned to the project (executive and management team, as well as on-site project manager).
- F. Submit a copy of an actual project schedule used during construction.

SC.07 SUBMISSION OR DELIVERY OF BID: Bids 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

Bids 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

Bids must be submitted with the BID 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 bid, in a sealed envelope or package to the address listed below:

Delivery Address:

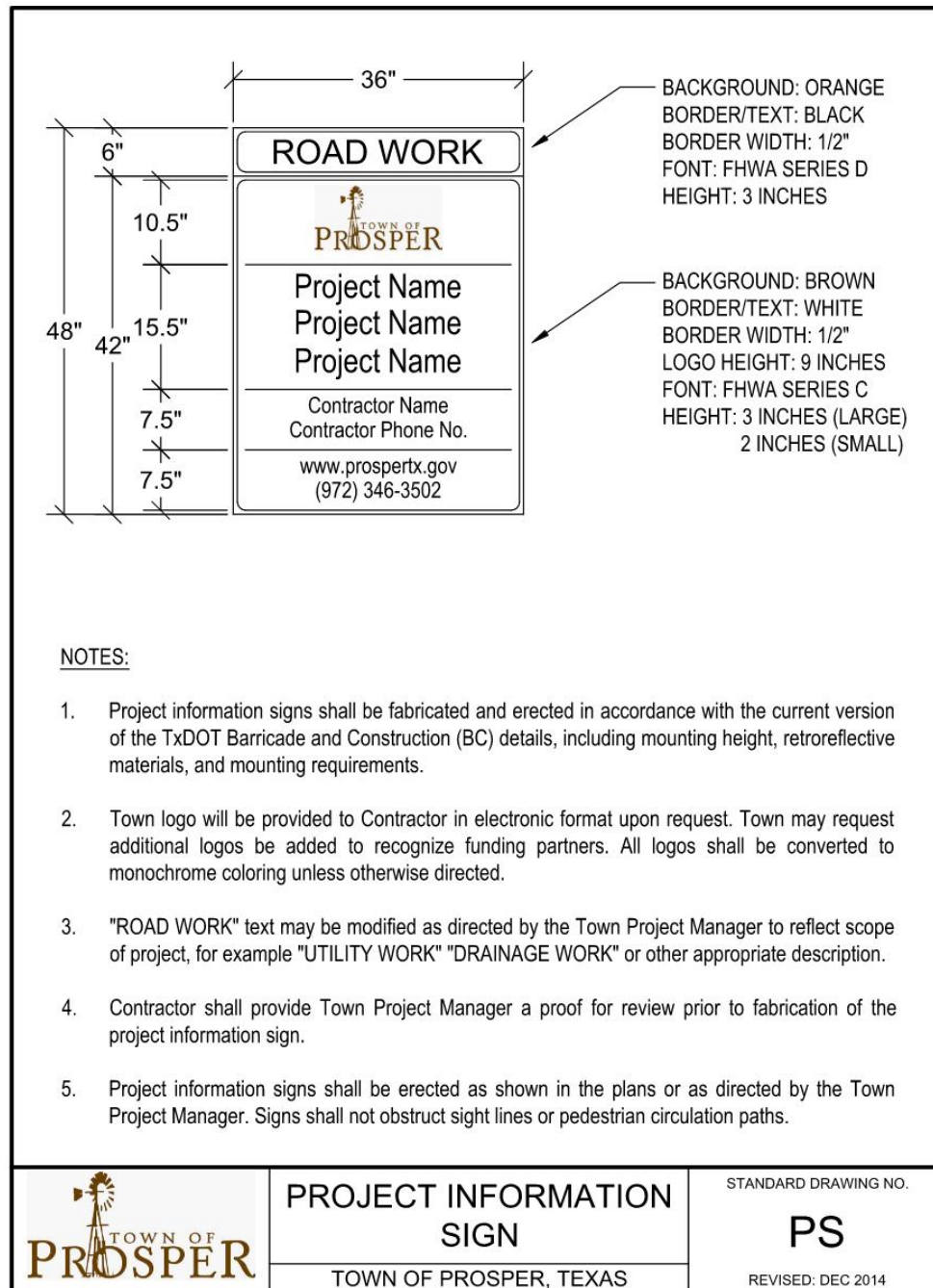
Town of Prosper
Attn: Purchasing Manager
250 W. First St.
3rd Floor Finance Suite
Prosper, Texas 75078

Mailing Address (US Postal Service Only):

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

TECHNICAL SPECIFICATIONS

Please reference the Construction Plans for all other technical specifications



**BID NO: 2020-75-B
PROSPER TRAIL – COIT / CUSTER**



2020-75-B Addendum 2

Prosper Trail - Coit Rd to Custer Rd 2-Lanes (CIP No. 2008-ST)

Issue Date: 7/7/2020

Questions Deadline: 7/20/2020 12:00 PM (CT)

Response Deadline: 7/24/2020 02:00 PM (CT)

Contact Information

Contact: January Cook Purchasing Manager

Address: Purchasing Office

Town Hall

3rd Floor

250 W. First St.

P.O. Box 307

Prosper, TX 75078

Phone: (972) 569-1018

Email: jcook@prospertx.gov

Event Information

Number: 2020-75-B Addendum 2
Title: Prosper Trail - Coit Rd to Custer Rd 2-Lanes (CIP No. 2008-ST)
Type: Request for Bids
Issue Date: 7/7/2020
Question Deadline: 7/20/2020 12:00 PM (CT)
Response Deadline: 7/24/2020 02:00 PM (CT)
Notes: **ENGINEER'S ESTIMATE: \$5,823,000**

The Town of Prosper is accepting competitive sealed bids for **BID NO. 2020-75-B PROSPER TRAIL – COIT RD TO CUSTER RD 2-LANES (CIP NO. 2008-ST)**. Bids 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, JULY 24, 2020**. Any bids received after this time will not be accepted, and will be returned unopened. The bid opening will be held online on **.FRIDAY, JULY 24, 2020 @ 2:30 P.M.** To participate in the bid opening, please use the following:

Join Zoom Meeting: <https://us02web.zoom.us/j/82985125439>
Meeting ID: 829 8512 5439
Dial-in any of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833, +1 253 215 8782,
+1 301 715 8592 or +1 346 248 7799

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of Grading, Paving, Drainage, and Utility Improvements along Prosper Trail between Coit Road and Custer Road.

Each bid submitted shall be accompanied by a cashier's check in the amount of 5% of the maximum amount bid, 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 Attachment 3
Item 19.
Town of Prosper Engineering Department, 250 W. First Street, Prosper Texas, 75078, Phone: (972) 569-1198 without charge. These documents may be acquired from that office for the non-refundable purchase price of \$50.00 per set, payable to the Town of Prosper. Copies of Plans, Specifications, and Contract Documents may also be downloaded free of charge from Current Bidding Opportunities, at the following link: <http://www.prospertx.gov/business/bid-opportunities/>.

Questions and requests for clarifications in regards to this bid should be submitted in writing through IonWave.net, the Town's e-procurement system, or emailed directly to January Cook, CPPO, CPPB, Purchasing Manager, at jcook@prospertx.gov. The deadline for receipt of questions and requests for clarifications is **12:00 P.M. on MONDAY, JULY 20, 2020**. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.

Please complete and submit the Planholder Registration Form to be included on the official Planholder List.

Ship To Information

Contact: January Cook, Purchasing Manager
Address: Purchasing Office
Town Hall
3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1018
Email: jcook@prospertx.gov

Billing Information

Contact: Accounts Payable
Address: Finance
Town Hall
3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1017
Email: ap@prospertx.gov

Pre-Bid Meeting

7/16/2020 11:00:00 AM (CT)

A pre-bid meeting will be held online for this project at 11:00 A.M., THURSDAY, JULY 16, 2020. Attendance is optional.

To participate in the pre-bid meeting, please use the following:

Join Zoom Meeting: <https://us02web.zoom.us/j/88525012511>

Meeting ID: 885 2501 2511

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

Bid Attachments**Bid No. 2020-75-B Contract Documents and Specifications.pdf**[Download](#)

Bid No. 2020-75-B Contract Documents and Specifications

Bid 2020-75-B Construction Plans.pdf[Download](#)

Bid 2020-75-B Construction Plans

Standard Terms and Conditions for Procurements Construction V 4-24-20.pdf[Download](#)

Standard Terms and Conditions for Procurements Construction

GENERAL CONDITIONS CIP 2-21-2020.pdf[Download](#)

GENERAL CONDITIONS CIP 2-21-2020

Insurance Requirements for Construction Services R7-25-19.pdf[Download](#)

Insurance Requirements for Construction Services

Bid No. 2020-75-B Bid Bond.pdf[Download](#)

Bid No. 2020-75-B Bid Bond

CIP Completed Projects and References Worksheet 5-7-20 - Fillable.pdf[Download](#)

CIP Completed Projects and References Worksheet

Out of State Contractor Compliance Form.pdf[Download](#)

Out of State Contractor Compliance Form

Conflict of Interest Questionnaire - fillable.pdf[Download](#)

Conflict of Interest Questionnaire

Bid No. 2020-75-B Addendum No. 1.pdf

Bid No. 2020-75-B Addendum No. 1

Bid No. 2020-75-B Addendum No. 1 - Plan Sheets.pdf

Bid No. 2020-75-B Addendum No. 1 - Plan Sheets

Bid No. 2020-75-B Addendum No. 2.pdf

Bid No. 2020-75-B Addendum No. 2

Attachment 3

Item 19.

Download

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Requested Attachments

Bid Bond

(Attachment required)

Completed Projects and References Worksheet

(Attachment required)

Resumes for Key Personnel

(Attachment required)

Project Schedule

(Attachment required)

Submit a copy of an actual project schedule used during construction for a similar project.

Out of State Contractor Compliance Form

Only required if applicable

Conflict of Interest Form

Only required if applicable

Bid Attributes

1 Bid Proposal Condition No. 1

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

☐ I Agree

(Required: Check if applicable)

2 Bid Proposal Condition No. 2

Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those terms and conditions dealing with the disposition of Bid guaranty. This Bid will remain subject to acceptance for 90 calendar days after the day of opening Bids. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Contract Documents within ten (10) calendar days after the date of Owner's Notice of Award.

☐ I Agree

(Required: Check if applicable)

3 Bid Proposal Condition No. 3

The right is reserved, as the interest of the Owner may require, to reject any and all Bids and to waive any informality in the Bids received.

☐ I Agree

(Required: Check if applicable)

4 Bid Proposal Condition No. 4

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Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

☐ I Agree

(Required: Check if applicable)

5 Bid Proposal Condition No. 5

Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies that pertain to the subsurface or physical conditions at the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

☐ I Agree

(Required: Check if applicable)

6 Bid Proposal Condition No. 6

Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by the Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

☐ I Agree

(Required: Check if applicable)

7 Bid Proposal Condition No. 7

Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

☐ I Agree

(Required: Check if applicable)

8 Bid Proposal Condition No. 8

Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered, if any, in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.

☐ I Agree

(Required: Check if applicable)

9 Bid Proposal Condition No. 9

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

☐ I Agree

(Required: Check if applicable)

10 Bid Proposal Condition No. 10

Bidder will substantially complete the Work for the price(s) shown in the schedule of bid items and within the number of calendar days bid based on date of Notice to Proceed.

☐ I Agree

(Required: Check if applicable)

1 Bid Proposal Condition No. 11

Bidder hereby agrees to commence work within ten (10) days after the date written notice to proceed shall have been given to him, and to substantially complete the work on which he has bid within the number of calendar days bid as part of this Proposal. Within the number of additional calendar days bid 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

(Required: Check if applicable)

1 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

(Required: Check if applicable)

1 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

(Required: Check if applicable)

1 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

(Required: Check if applicable)

1 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

(Required: Check if applicable)

1 Bid Proposal Condition No. 16

The vendor submitting this Bid certifies that the bid prices contained in this Bid have been carefully checked and are submitted as correct and final.

☐ I Agree

(Required: Check if applicable)

1 Base Bid

Cost of Materials

\$

(Required: Numbers only)

1
8**Base Bid**

Attachment 3

Item 19.

Cost of Labor, Profit, etc.

\$

(Required: Numbers only)

1
9**Addendum No. 1**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

☐ Acknowledged

(Optional: Check if applicable)

2
0**Addendum No. 2**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

☐ Acknowledged

(Optional: Check if applicable)

2
1**Addendum No. 3**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

☐ Acknowledged

(Optional: Check if applicable)

2
2**Addendum No. 4**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

☐ Acknowledged

(Optional: Check if applicable)

2
3**Addendum No. 5**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

☐ Acknowledged

(Optional: Check if applicable)

2
4**Subcontractor 1 - Name**

Each Bidder shall include a list of proposed subcontractors, the type of work to be completed by each such subcontractor and the approximate percentage of contract labor to be completed by each subcontractor. If complete listing of subcontracts totals more than five, please attach such additional pages as may be required. Owner reserves the right to accept or reject any subcontracts and/or amount subcontracted that it deems to be objectionable.

(Optional: Maximum 1000 characters allowed)

2
5**Subcontractor 1 - Type of Work**

(Optional: Maximum 1000 characters allowed)

2
6**Subcontractor 1 - % of Work** %

(Optional)

2
7**Subcontractor 2 - Name**

Attachment 3

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(Optional: Maximum 1000 characters allowed)

2
8**Subcontractor 2 - Type of Work**

(Optional: Maximum 1000 characters allowed)

2
9**Subcontractor 2 - % of Work** %

(Optional)

3
0**Subcontractor 3 - Name**

(Optional: Maximum 1000 characters allowed)

3
1**Subcontractor 3 - Type of Work**

(Optional: Maximum 1000 characters allowed)

3
2**Subcontractor 3 - % of Work** %

(Optional)

3
3**Subcontractor 4 - Name**

(Optional: Maximum 1000 characters allowed)

3
4**Subcontractor 4 - Type of Work**

(Optional: Maximum 1000 characters allowed)

3
5**Subcontractor 4 - % of Work** %

(Optional)

3
6**Subcontractor 5 - Name**

Attachment 3

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(Optional: Maximum 1000 characters allowed)

3
7**Subcontractor 5 - Type of Work**

(Optional: Maximum 1000 characters allowed)

3
8**Subcontractor 5 - % of Work** %

(Optional)

3
9**Supplier 1 - Name**

Each Bidder shall include a list of proposed suppliers of major materials and equipment to be furnished and installed in connection with this Bid. If complete listing of suppliers totals more than five, please attach such additional pages as may be required.

(Optional: Maximum 1000 characters allowed)

4
0**Supplier 1 - Type of Material/Equipment**

(Optional: Maximum 1000 characters allowed)

4
1**Supplier 2 - Name**

(Optional: Maximum 1000 characters allowed)

4
2**Supplier 2 - Type of Material/Equipment**

(Optional: Maximum 1000 characters allowed)

4
3**Supplier 3 - Name**

(Optional: Maximum 1000 characters allowed)

4
4**Supplier 3 - Type of Material/Equipment**

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(Optional: Maximum 1000 characters allowed)

4
5**Supplier 4 - Name**

(Optional: Maximum 1000 characters allowed)

4
6**Supplier 4 - Type of Material/Equipment**

(Optional: Maximum 1000 characters allowed)

4
7**Supplier 5 - Name**

(Optional: Maximum 1000 characters allowed)

4
8**Supplier 5 - Type of Material/Equipment**

(Optional: Maximum 1000 characters allowed)

4
9**Project Timeline: Substantial Completion**

Provide the number of calendar days to reach substantial completion of all construction

(Required: Numbers only)

5
0**Project Timeline: Final Completion**

Provide the number of calendar days to reach final completion of all construction

(Required: Numbers only)

Bid Lines

1

Furnish, Install, and Maintain Capital Improvement Signs

(Response required)

Quantity: 2 UOM: EAUnit Price: \$ Total: \$ Supplier Notes: ☐ No bid☐ Additional notes
(Attach separate sheet)

2 Mobilization and Move-in, not to exceed 5-percent

Attachment 3

Item 19.

(Response required)

Quantity: 1 UOM: LS Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)**3 Prepare and Implement Storm Water Prevention Plan (SWPPP)**

(Response required)

Quantity: 1 UOM: LS Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)**4 Furnish, Install, Maintain, and Remove Silt Fence including all incidentals**

(Response required)

Quantity: 19000 UOM: LF Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)**5 Furnish, Install, Maintain, and Remove Inlet Protection including all incidentals**

(Response required)

Quantity: 20 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)**6 Furnish, Install, Maintain, and Remove Temporary Rock Check Dam, including all incidentals**

(Response required)

Quantity: 116 UOM: LF Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)**7 Furnish and Install Block Sodding w/ 4-inches Topsoil, including necessary watering and mowing until established and accepted, including all incidentals**

(Response required)

Quantity: 4000 UOM: SY Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)

8

Furnish and Install Hydro mulch Seeding including necessary watering and mowing until established and accepted, including all incidentals

Item 19.

(Response required)

Quantity: 60900 UOM: SY Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid

☐ Additional notes
(Attach separate sheet)

9

Prepare the Right-of-Way and designated easements for construction by removing and properly disposing of all obstructions not specifically shown on the plans to be paid by another item (Reference TxDOT Item 100)

(Response required)

Quantity: 93 UOM: STA Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid

☐ Additional notes
(Attach separate sheet)

1

0

Adjust Manhole Ring and Cover to Final Grade

(Response required)

Quantity: 4 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid

☐ Additional notes
(Attach separate sheet)

1

1

Saw, Remove, and Dispose of Existing Reinforced or non-Reinforced Concrete Pavement including all incidentals

(Response required)

Quantity: 3930 UOM: SY Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid

☐ Additional notes
(Attach separate sheet)

1

2

Saw, Remove, and Dispose of Existing Asphalt Pavement including all incidentals

(Response required)

Quantity: 27525 UOM: SY Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid

☐ Additional notes
(Attach separate sheet)

1

3

Planing & Texturing Asphalt Concrete Pavement (0-inch to 2-inch) (Reference TxDOT 354 Planing and Texturing Pavement)

(Response required)

Quantity: 1825 UOM: SY Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid

☐ Additional notes
(Attach separate sheet)

1 4	Unclassified Excavation, Including Clearing, Hauling, and Disposal of Surplus and all incidentals <i>(Response required)</i>	Attachment 3	Item 19.
Quantity: <u>12600</u> UOM: <u>CY</u> Unit Price: \$ <input style="width: 100px;" type="text"/> Total: \$ <input style="width: 100px;" type="text"/>			
Supplier Notes: _____ _____			
<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>			

1 5	Furnish, Place, and Compact Materials for Construction that is Free from Vegetation (Reference TxDOT Item 132 Embankment) <i>(Response required)</i>		
Quantity: <u>11800</u> UOM: <u>CY</u> Unit Price: \$ <input style="width: 100px;" type="text"/> Total: \$ <input style="width: 100px;" type="text"/>			
Supplier Notes: _____ _____			
<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>			

1 6	Implement and Maintain Traffic Control Measures including Signing, Barricading and all incidentals <i>(Response required)</i>		
Quantity: <u>15</u> UOM: <u>MO</u> Unit Price: \$ <input style="width: 100px;" type="text"/> Total: \$ <input style="width: 100px;" type="text"/>			
Supplier Notes: _____ _____			
<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>			

1 7	Construct, Maintain, and Remove Detours as required, including all incidentals (Reference TxDOT Item 508) <i>(Response required)</i>		
Quantity: <u>12460</u> UOM: <u>SY</u> Unit Price: \$ <input style="width: 100px;" type="text"/> Total: \$ <input style="width: 100px;" type="text"/>			
Supplier Notes: _____ _____			
<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>			

1 8	Furnish, Install, Maintain, and Remove Low Profile Concrete Traffic Barrier as required, including all incidentals (Reference TxDOT Item 512) <i>(Response required)</i>		
Quantity: <u>2790</u> UOM: <u>LF</u> Unit Price: \$ <input style="width: 100px;" type="text"/> Total: \$ <input style="width: 100px;" type="text"/>			
Supplier Notes: _____ _____			
<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>			

1 9	Pulverizing, Mixing, and Compacting 6-inch Lime Treated Subgrade (8%)(36LB/SY) <i>(Response required)</i>		
Quantity: <u>37800</u> UOM: <u>SY</u> Unit Price: \$ <input style="width: 100px;" type="text"/> Total: \$ <input style="width: 100px;" type="text"/>			
Supplier Notes: _____ _____			
<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>			

20 Hydrated Lime for Subgrade Treatment, complete and in place
(Response required)

Attachment 3
Item 19.

Quantity: 680 UOM: TON Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

21 Furnish and Compact 10-inch Flex base, including all incidentals
(Response required)

Quantity: 2380 UOM: SY Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

22 Construct 9-inch Reinforced Concrete Street Pavement
(Response required)

Quantity: 32890 UOM: SY Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

23 Construct 6-inch Reinforced Concrete Street and Driveway Pavement
(Response required)

Quantity: 3163 UOM: SY Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

24 Construct and Maintain 3.5-inch Type B HMAC Interim Asphalt Pavement
(Response required)

Quantity: 458 UOM: TON Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

25 Construct and Maintain 2.5-inch Type D HMAC Interim Asphalt Pavement
(Response required)

Quantity: 527 UOM: TON Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

2
6Remove, Salvage, and Relocate Steel Tubed and Cable Pastured Fence, including all incidentals
(Response required)Attachment 3
Item 19.Quantity: 1523 UOM: LF Unit Price: \$ Total: \$ Supplier Notes: _____
_____☐ No bid
☐ Additional notes
(Attach separate sheet)2
7Remove, Salvage, and Relocate Split Rail Wood Fence, including all incidentals
(Response required)Quantity: 647 UOM: LF Unit Price: \$ Total: \$ Supplier Notes: _____
_____☐ No bid
☐ Additional notes
(Attach separate sheet)2
8Furnish and Install Aluminum Fence, including all incidentals
(Response required)Quantity: 30 UOM: LF Unit Price: \$ Total: \$ Supplier Notes: _____
_____☐ No bid
☐ Additional notes
(Attach separate sheet)2
9Remove, Salvage, and Relocate Monument Sign, including all incidentals
(Response required)Quantity: 2 UOM: EA Unit Price: \$ Total: \$ Supplier Notes: _____
_____☐ No bid
☐ Additional notes
(Attach separate sheet)3
0Construct 6-inch Monolithic Curb
(Response required)Quantity: 18160 UOM: LF Unit Price: \$ Total: \$ Supplier Notes: _____
_____☐ No bid
☐ Additional notes
(Attach separate sheet)3
1Construct Stamped and Stained Median Pavement, including all incidentals
(Response required)Quantity: 53 UOM: SY Unit Price: \$ Total: \$ Supplier Notes: _____
_____☐ No bid
☐ Additional notes
(Attach separate sheet)

3 Construct 5-inch Reinforced Concrete Sidewalk Paving

2 (Response required)

Attachment 3
Item 19.

Quantity: 264 UOM: SY Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

3 Construct 6-inch Reinforced Concrete Sidewalk Paving

3 (Response required)

Quantity: 1907 UOM: SY Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

3 Construct Barrier Free Ramps with Truncated Dome Panels, including all incidentals (Reference TxDOT Type 7)

4 (Response required)

Quantity: 28 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

3 Furnish and Install 18-inch Class III RCP Storm Sewer Pipe in variable depth trench, including embedment and all incidentals

5 (Response required)

Quantity: 1467 UOM: LF Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

3 Furnish and Install 21-inch Class III RCP Storm Sewer Pipe in variable depth trench, including embedment and all incidentals

6 (Response required)

Quantity: 806 UOM: LF Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

3 Furnish and Install 24-inch Class III RCP Storm Sewer Pipe in variable depth trench, including embedment and all incidentals

7 (Response required)

Quantity: 1690 UOM: LF Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

3
8

Furnish and Install 30-inch Class III RCP Storm Sewer Pipe in variable depth trench, including embedment and all incidentals

(Response required)

Item 19.

Quantity: 1347 UOM: LF Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

3
9

Furnish and Install 33-inch Class III RCP Storm Sewer Pipe in variable depth trench, including embedment and all incidentals

(Response required)

Quantity: 63 UOM: LF Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

4
0

Furnish and Install 42-inch Class III RCP Storm Sewer Pipe in variable depth trench, including embedment and all incidentals

(Response required)

Quantity: 148 UOM: LF Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

4
1

Furnish and Install 54-inch Class III RCP Storm Sewer Pipe in variable depth trench, including embedment and all incidentals

(Response required)

Quantity: 66 UOM: LF Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

4
2

Furnish/Construct and Install 5-foot x 2-foot Reinforced Concrete Box, including all excavation, embedment, and incidentals

(Response required)

Quantity: 188 UOM: LF Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

4
3

Furnish and Install Complete Trench Safety for Storm Sewer Installation, including all incidentals, as per specifications, details, and State and Federal regulations

Item 19.

(Response required)

Quantity: 5775 UOM: LF Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
 (Attach separate sheet)

4
4

Construct 10-foot Reinforced Concrete Recessed Curb Inlet, including all excavation, backfill, and incidentals

(Response required)

Quantity: 16 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
 (Attach separate sheet)

4
5

Construct 15-foot Reinforced Concrete Recessed Curb Inlet, including all excavation, backfill, and incidentals

(Response required)

Quantity: 2 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
 (Attach separate sheet)

4
6

Construct Reinforced Concrete Headwall (CH-FW-0)(DIA=24 IN) including all excavation, backfill, and incidentals

(Response required)

Quantity: 1 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
 (Attach separate sheet)

4
7

Construct Reinforced Concrete Headwall (CH-PW-0)(DIA=30 IN) including all excavation, backfill, and incidentals

(Response required)

Quantity: 1 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
 (Attach separate sheet)

4
8

Construct Reinforced Concrete Headwall (CH-FW-45)(DIA=42 IN) including all excavation, backfill, and incidentals

(Response required)

Quantity: 1 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
 (Attach separate sheet)

4
9

Furnish and Install Precast 4-foot x 4-foot Storm Sewer Manhole/Junction Box with Precast Slab Lining and incidentals

Item 19.

(Response required)

Quantity: 4 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)5
0

Construct Reinforced Concrete 4-foot x 4-foot Y Inlet, including all incidentals

(Response required)

Quantity: 3 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)5
1

Construct Reinforced Concrete Parallel Wing walls (PW-1)(H=3.0), including all incidentals

(Response required)

Quantity: 1 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)5
2

Furnish, Construct, and Install Safety End Treatment (TY II) (18 IN) (RCP) (4: 1) (C)

(Response required)

Quantity: 2 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)5
3

Furnish, Construct, and Install Safety End Treatment (TY II) (24 IN) (RCP) (4: 1) (C)

(Response required)

Quantity: 3 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)5
4

Construct Reinforced Concrete Flume with Curbs, including all incidentals

(Response required)

Quantity: 16 UOM: SY Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)

55

Remove and Relocate Existing Fire Hydrant, including all piping and incidentals

(Response required)

Attachment 3

Item 19.

Quantity: 4 UOM: EA Unit Price: \$

Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)

56

Furnish, Install, and Connect New Water Service to Existing Water Service, including all piping, fittings, new meter box and incidentals

(Response required)

Quantity: 4 UOM: EA Unit Price: \$

Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)

57

Furnish and Install 8-inch PVC Water Main, including all necessary fittings and incidentals

(Response required)

Quantity: 84 UOM: LF Unit Price: \$

Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)

58

Furnish and Install 12-inch x 8-inch Tapping Sleeve and Valve and all incidentals

(Response required)

Quantity: 1 UOM: EA Unit Price: \$

Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)

59

Connect to Existing 6-inch Water Main, including all new fittings and incidentals

(Response required)

Quantity: 1 UOM: LF Unit Price: \$

Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)

60

For Lowering Existing 8-inch Water Main under proposed structures or utilities, including all incidentals

(Response required)

Quantity: 20 UOM: LF Unit Price: \$

Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)

6
1

For Lowering Existing 12-inch Water Main under proposed structures or utilities, including all incidentals

Item 19.

(Response required)

Quantity: 50 UOM: LF Unit Price: \$

Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)6
2

For Lowering Existing 20-inch Water Main under proposed structures or utilities, including all incidentals

(Response required)

Quantity: 80 UOM: LF Unit Price: \$

Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)6
3

Furnish and Install Complete Trench Safety for Water Main Installation, including all incidentals according to all specifications, details, and State and Federal regulations

(Response required)

Quantity: 150 UOM: LF Unit Price: \$

Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)6
4

Furnish and Install 12-inch Concrete Grouted Riprap

(Response required)

Quantity: 218 UOM: SY Unit Price: \$

Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)6
5

Construct Concrete Encasement for Existing Sanitary Sewer Main, including all incidentals

(Response required)

Quantity: 10 UOM: LF Unit Price: \$

Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)6
6

Furnish and Install Reflective Pavement Marking (4-inch)(White)(Solid)(Type I) for Temporary Traffic Control, including cleaning, sealing, and all incidentals

(Response required)

Quantity: 8560 UOM: LF Unit Price: \$

Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)

6
7

Furnish and Install Reflective Pavement Marking (4-inch)(White)(DOT)(Type I), including cleaning, sealing, and all incidentals

Item 19.

(Response required)

Quantity: 320 UOM: LF Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)6
8

Furnish and Install Reflective Pavement Marking (4-inch)(White)(Broken)(Type I), including cleaning, sealing, and all incidentals

(Response required)

Quantity: 160 UOM: LF Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)6
9

Furnish and Install Reflective Pavement Marking (8-inch)(White)(Solid)(Type I), including cleaning, sealing, and all incidentals

(Response required)

Quantity: 4900 UOM: LF Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)7
0

Furnish and Install Reflective Pavement Marking (24-inch)(White)(Solid)(Type I)(Stop Bar), including cleaning, sealing, and all incidentals

(Response required)

Quantity: 208 UOM: LF Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)7
1

Furnish and Install Reflective Pavement Marker (Arrow)(Type I), including cleaning, sealing, and all incidentals

(Response required)

Quantity: 3 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)

7 2	Furnish and Install Reflective Pavement Marking (4-inch)(Yellow)(Solid)(Type I), including cleaning, sealing, and all incidentals <i>(Response required)</i>	<i>Item 19.</i>
Quantity: <u>3125</u> UOM: <u>LF</u> Unit Price: \$ Total: \$ 		
Supplier Notes: _____ _____		
<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>		

7 3	Furnish and Install Reflective Pavement Marking (4-inch)(Yellow)(Solid Double)(Type I)(Center Line), including cleaning, sealing, and all incidentals <i>(Response required)</i>
Quantity: <u>7160</u> UOM: <u>LF</u> Unit Price: \$ Total: \$ 	
Supplier Notes: _____ _____	
<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>	

7 4	Furnish and Install Reflective Pavement Marking (4-inch)(Yellow)(Solid Double)(Type I)(Center Line) for Temporary Traffic Control, including cleaning, sealing, and all incidentals <i>(Response required)</i>
Quantity: <u>9305</u> UOM: <u>LF</u> Unit Price: \$ Total: \$ 	
Supplier Notes: _____ _____	
<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>	

7 5	Furnish and Install Pavement Markings for Fire Lane according to standards, including all incidentals <i>(Response required)</i>
Quantity: <u>132</u> UOM: <u>LF</u> Unit Price: \$ Total: \$ 	
Supplier Notes: _____ _____	
<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>	

7 6	Pavement Surface Preparation for Markings (4-inch) <i>(Response required)</i>
Quantity: <u>28630</u> UOM: <u>LF</u> Unit Price: \$ Total: \$ 	
Supplier Notes: _____ _____	
<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>	

7 7	Pavement Surface Preparation for Markings (8-inch) <i>(Response required)</i>
Quantity: <u>4900</u> UOM: <u>LF</u> Unit Price: \$ Total: \$ 	
Supplier Notes: _____ _____	
<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>	

7
8

Pavement Surface Preparation for Markings (24-inch)

(Response required)

Attachment 3

Item 19.

Quantity: 208 UOM: LF Unit Price: \$

Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)7
9

Pavement Surface Preparation for Markings (ARROW)

(Response required)

Quantity: 3 UOM: EA Unit Price: \$

Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)8
0

Furnish and Install or relocate Small Roadside Sign Assemblies

(Response required)

Quantity: 31 UOM: EA Unit Price: \$

Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)8
1

Remove, Salvage and Relocate existing street light pole and stop sign, including all incidentals

(Response required)

Quantity: 1 UOM: EA Unit Price: \$

Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)8
2

Remove, Salvage and Relocate existing School Zone Flasher, including all incidentals

(Response required)

Quantity: 2 UOM: EA Unit Price: \$

Total: \$

Supplier Notes: _____

☐ No bid☐ Additional notes
(Attach separate sheet)

8
3

Furnish, Construct, and Install Safety End Treatment SETP-CD 30-inch Headwall

Attachment 3

Item 19.

(Response required)

Quantity: 3 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

8
4

Remove, Replace, or Repair any sprinkler heads, control valves, pipe, fittings, controllers, and miscellaneous related items, including all incidentals

(Response required)

Quantity: 1 UOM: LS Unit Price: \$ Total: \$

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature



2020-75-B Addendum 2

Mario Sinacola & Sons Excavating, Inc.

Supplier Response

Event Information

Number: 2020-75-B Addendum 2
Title: Prosper Trail - Coit Rd to Custer Rd 2-Lanes (CIP No. 2008-ST)
Type: Request for Bids
Issue Date: 7/7/2020
Deadline: 7/24/2020 02:00 PM (CT)
Notes: **ENGINEER'S ESTIMATE: \$5,823,000**

The Town of Prosper is accepting competitive sealed bids for **BID NO. 2020-75-B PROSPER TRAIL – COIT RD TO CUSTER RD 2-LANES (CIP NO. 2008-ST)**. Bids 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, JULY 24, 2020**. Any bids received after this time will not be accepted, and will be returned unopened. The bid opening will be held online on **.FRIDAY, JULY 24, 2020 @ 2:30 P.M.** To participate in the bid opening, please use the following:

Join Zoom Meeting: <https://us02web.zoom.us/j/82985125439>
Meeting ID: 829 8512 5439
Dial-in any of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833, +1 253 215 8782,
+1 301 715 8592 or +1 346 248 7799

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of Grading, Paving, Drainage, and Utility Improvements along Prosper Trail between Coit Road and Custer Road.

Each bid submitted shall be accompanied by a cashier's check in the amount of 5% of the maximum amount bid, 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 Engineering Department, 250 W. First Street, Prosper, Texas, 75078, Phone: (972) 569-1198** without charge. These documents may be acquired from that office for the non-refundable purchase price of \$50.00 per set, payable to the Town of Prosper. Copies of Plans, Specifications, and Contract Documents may also be downloaded free of charge from Current Bidding Opportunities, at the following link:
<http://www.prosper.tx.gov/business/bid-opportunities/>.

Questions and requests for clarifications in regards to this bid should be submitted in writing through IonWave.net, the Town's e-procurement system, or emailed directly to January Cook, CPPO, CPPB, Purchasing Manager, at jcook@prosper.tx.gov. The deadline for receipt of questions and requests for clarifications is **12:00 P.M. on MONDAY, JULY 20, 2020**. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.

Please complete and submit the Planholder Registration Form to be included on the official Planholder List.

Contact Information

Contact: January Cook Purchasing Manager

Address: Purchasing Office

Town Hall

3rd Floor

250 W. First St.

P.O. Box 307

Prosper, TX 75078

Phone: (972) 569-1018

Email: jcook@prospertx.gov

Mario Sinacola & Sons Excavating, Inc. Information

Attachment 3

Item 19.

Address: 10950 Research Road
Frisco, TX 75033
Phone: (214) 387-3900
Fax: (214) 387-3940
Toll Free: (214) 387-3900
Email: sinacolaagtek@mariosinacola.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Robert L Stevens

Signature

Submitted at 7/24/2020 11:57:15 AM

bstevens@mariosinacola.com

Email

Requested Attachments

Bid Bond

Completed Bid Bond.pdf

Completed Projects and References Worksheet

CIP References Worksheet.pdf

Resumes for Key Personnel

Resumes for Key Personnel.pdf

Project Schedule

Previous Project Schedule.pdf

Submit a copy of an actual project schedule used during construction for a similar project.

Out of State Contractor Compliance Form

Out of State.pdf

Only required if applicable

Conflict of Interest Form

Conflict of Interest Questionnaire.pdf

Only required if applicable

Response Attachments

2018.05.03 - State of Texas License.PDF

Texas License

Job References.pdf

Completed Job References

List of Subcontractors.pdf

List of subcontractors & Suppliers

Bid Attributes

1 Bid Proposal Condition No. 1

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

I Agree

2 Bid Proposal Condition No. 2

Attachment 3

Item 19.

Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those terms and conditions dealing with the disposition of Bid guaranty. This Bid will remain subject to acceptance for 90 calendar days after the day of opening Bids. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Contract Documents within ten (10) calendar days after the date of Owner's Notice of Award.

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.

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.

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.

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.

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.

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.

9 Bid Proposal Condition No. 9

Attachment 3

Item 19.

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.

10 Bid Proposal Condition No. 10

Bidder will substantially complete the Work for the price(s) shown in the schedule of bid items and within the number of calendar days bid based on date of Notice to Proceed.

11 Bid Proposal Condition No. 11

Bidder hereby agrees to commence work within ten (10) days after the date written notice to proceed shall have been given to him, and to substantially complete the work on which he has bid within the number of calendar days bid as part of this Proposal. Within the number of additional calendar days bid 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.

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.

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.

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.**

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.

1
6**Bid Proposal Condition No. 16**

Attachment 3

Item 19.

The vendor submitting this Bid certifies that the bid prices contained in this Bid have been carefully checked and are submitted as correct and final.

1
7**Base Bid**

Cost of Materials

1
8**Base Bid**

Cost of Labor, Profit, etc.

1
9**Addendum No. 1**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

2
0**Addendum No. 2**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

2
1**Addendum No. 3**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

2
2**Addendum No. 4**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

2
3**Addendum No. 5**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

2
4**Subcontractor 1 - Name**

Each Bidder shall include a list of proposed subcontractors, the type of work to be completed by each such subcontractor and the approximate percentage of contract labor to be completed by each subcontractor. If complete listing of subcontracts totals more than five, please attach such additional pages as may be required. Owner reserves the right to accept or reject any subcontracts and/or amount subcontracted that it deems to be objectionable.

2
5**Subcontractor 1 - Type of Work**

2
6**Subcontractor 1 - % of Work**

2 7	Subcontractor 2 - Name	Attachment 3	Item 19.
	<div style="border: 1px solid black; padding: 2px;">No response</div>		
2 8	Subcontractor 2 - Type of Work		
	<div style="border: 1px solid black; padding: 2px;">No response</div>		
2 9	Subcontractor 2 - % of Work		
	<div style="border: 1px solid black; padding: 2px;">No response</div>		
3 0	Subcontractor 3 - Name		
	<div style="border: 1px solid black; padding: 2px;">No response</div>		
3 1	Subcontractor 3 - Type of Work		
	<div style="border: 1px solid black; padding: 2px;">No response</div>		
3 2	Subcontractor 3 - % of Work		
	<div style="border: 1px solid black; padding: 2px;">No response</div>		
3 3	Subcontractor 4 - Name		
	<div style="border: 1px solid black; padding: 2px;">No response</div>		
3 4	Subcontractor 4 - Type of Work		
	<div style="border: 1px solid black; padding: 2px;">No response</div>		
3 5	Subcontractor 4 - % of Work		
	<div style="border: 1px solid black; padding: 2px;">No response</div>		
3 6	Subcontractor 5 - Name		
	<div style="border: 1px solid black; padding: 2px;">No response</div>		
3 7	Subcontractor 5 - Type of Work		
	<div style="border: 1px solid black; padding: 2px;">No response</div>		
3 8	Subcontractor 5 - % of Work		
	<div style="border: 1px solid black; padding: 2px;">No response</div>		
3 9	Supplier 1 - Name Each Bidder shall include a list of proposed suppliers of major materials and equipment to be furnished and installed in connection with this Bid. If complete listing of suppliers totals more than five, please attach such additional pages as may be required. <div style="border: 1px solid black; padding: 2px;">See Attachment for Subcontractors & Suppliers</div>		
4 0	Supplier 1 - Type of Material/Equipment <div style="border: 1px solid black; padding: 2px;">No response</div>		
4 1	Supplier 2 - Name <div style="border: 1px solid black; padding: 2px;">No response</div>		

4 2	Supplier 2 - Type of Material/Equipment	Attachment 3	Item 19.
	<input type="text" value="No response"/>		
4 3	Supplier 3 - Name		
	<input type="text" value="No response"/>		
4 4	Supplier 3 - Type of Material/Equipment		
	<input type="text" value="No response"/>		
4 5	Supplier 4 - Name		
	<input type="text" value="No response"/>		
4 6	Supplier 4 - Type of Material/Equipment		
	<input type="text" value="No response"/>		
4 7	Supplier 5 - Name		
	<input type="text" value="No response"/>		
4 8	Supplier 5 - Type of Material/Equipment		
	<input type="text" value="No response"/>		
4 9	Project Timeline: Substantial Completion		
	Provide the number of calendar days to reach substantial completion of all construction		
	<input type="text" value="300"/>		
5 0	Project Timeline: Final Completion		
	Provide the number of calendar days to reach final completion of all construction		
	<input type="text" value="330"/>		

Bid Lines

1	Furnish, Install, and Maintain Capital Improvement Signs	Quantity: <u>2</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$1,000.00"/>	Total: <input type="text" value="\$2,000.00"/>
2	Mobilization and Move-in, not to exceed 5-percent	Quantity: <u>1</u>	UOM: <u>LS</u>	Unit Price: <input type="text" value="\$260,000.00"/>	Total: <input type="text" value="\$260,000.00"/>
3	Prepare and Implement Storm Water Prevention Plan (SWPPP)	Quantity: <u>1</u>	UOM: <u>LS</u>	Unit Price: <input type="text" value="\$1,000.00"/>	Total: <input type="text" value="\$1,000.00"/>
4	Furnish, Install, Maintain, and Remove Silt Fence including all incidentals	Quantity: <u>19000</u>	UOM: <u>LF</u>	Unit Price: <input type="text" value="\$1.50"/>	Total: <input type="text" value="\$28,500.00"/>
5	Furnish, Install, Maintain, and Remove Inlet Protection including all incidentals	Quantity: <u>20</u>	UOM: <u>EA</u>	Unit Price: <input type="text" value="\$100.00"/>	Total: <input type="text" value="\$2,000.00"/>

6	Furnish, Install, Maintain, and Remove Temporary Rock Check Dam, including all incidentals	Attachment 3	Item 19.
	Quantity: <u>116</u> UOM: <u>LF</u>	Unit Price: <u>\$50.00</u>	Total: <u>\$5,800.00</u>
7	Furnish and Install Block Sodding w/ 4-inches Topsoil, including necessary watering and mowing until established and accepted, including all incidentals		
	Quantity: <u>4000</u> UOM: <u>SY</u>	Unit Price: <u>\$3.00</u>	Total: <u>\$12,000.00</u>
8	Furnish and Install Hydro mulch Seeding including necessary watering and mowing until established and accepted, including all incidentals		
	Quantity: <u>60900</u> UOM: <u>SY</u>	Unit Price: <u>\$0.50</u>	Total: <u>\$30,450.00</u>
9	Prepare the Right-of-Way and designated easements for construction by removing and properly disposing of all obstructions not specifically shown on the plans to be paid by another item (Reference TxDOT Item 100)		
	Quantity: <u>93</u> UOM: <u>STA</u>	Unit Price: <u>\$2,200.00</u>	Total: <u>\$204,600.00</u>
10	Adjust Manhole Ring and Cover to Final Grade		
	Quantity: <u>4</u> UOM: <u>EA</u>	Unit Price: <u>\$2,000.00</u>	Total: <u>\$8,000.00</u>
11	Saw, Remove, and Dispose of Existing Reinforced or non-Reinforced Concrete Pavement including all incidentals		
	Quantity: <u>3930</u> UOM: <u>SY</u>	Unit Price: <u>\$8.00</u>	Total: <u>\$31,440.00</u>
12	Saw, Remove, and Dispose of Existing Asphalt Pavement including all incidentals		
	Quantity: <u>27525</u> UOM: <u>SY</u>	Unit Price: <u>\$3.00</u>	Total: <u>\$82,575.00</u>
13	Planing & Texturing Asphalt Concrete Pavement (0-inch to 2-inch) (Reference TxDOT 354 Planing and Texturing Pavement)		
	Quantity: <u>1825</u> UOM: <u>SY</u>	Unit Price: <u>\$2.50</u>	Total: <u>\$4,562.50</u>
14	Unclassified Excavation, Including Clearing, Hauling, and Disposal of Surplus and all incidentals		
	Quantity: <u>12600</u> UOM: <u>CY</u>	Unit Price: <u>\$10.00</u>	Total: <u>\$126,000.00</u>
15	Furnish, Place, and Compact Materials for Construction that is Free from Vegetation (Reference TxDOT Item 132 Embankment)		
	Quantity: <u>11800</u> UOM: <u>CY</u>	Unit Price: <u>\$10.00</u>	Total: <u>\$118,000.00</u>
16	Implement and Maintain Traffic Control Measures including Signing, Barricading and all incidentals		
	Quantity: <u>15</u> UOM: <u>MO</u>	Unit Price: <u>\$2,250.00</u>	Total: <u>\$33,750.00</u>
17	Construct, Maintain, and Remove Detours as required, including all incidentals (Reference TxDOT Item 508)		
	Quantity: <u>12460</u> UOM: <u>SY</u>	Unit Price: <u>\$53.25</u>	Total: <u>\$663,495.00</u>
18	Furnish, Install, Maintain, and Remove Low Profile Concrete Traffic Barrier as required, including all incidentals (Reference TxDOT Item 512)		
	Quantity: <u>2790</u> UOM: <u>LF</u>	Unit Price: <u>\$35.00</u>	Total: <u>\$97,650.00</u>
19	Pulverizing, Mixing, and Compacting 6-inch Lime Treated Subgrade (8%)(36LB/SY)		
	Quantity: <u>37800</u> UOM: <u>SY</u>	Unit Price: <u>\$4.50</u>	Total: <u>\$170,100.00</u>

20	Hydrated Lime for Subgrade Treatment, complete and in place	Attachment 3	Item 19.
	Quantity: <u>680</u> UOM: <u>TON</u> Unit Price: <u>\$160.00</u> Total: <u>\$108,800.00</u>		
21	Furnish and Compact 10-inch Flex base, including all incidentals		
	Quantity: <u>2380</u> UOM: <u>SY</u> Unit Price: <u>\$25.00</u> Total: <u>\$59,500.00</u>		
22	Construct 9-inch Reinforced Concrete Street Pavement		
	Quantity: <u>32890</u> UOM: <u>SY</u> Unit Price: <u>\$46.00</u> Total: <u>\$1,512,940.00</u>		
23	Construct 6-inch Reinforced Concrete Street and Driveway Pavement		
	Quantity: <u>3163</u> UOM: <u>SY</u> Unit Price: <u>\$59.00</u> Total: <u>\$186,617.00</u>		
24	Construct and Maintain 3.5-inch Type B HMAC Interim Asphalt Pavement		
	Quantity: <u>458</u> UOM: <u>TON</u> Unit Price: <u>\$82.00</u> Total: <u>\$37,556.00</u>		
25	Construct and Maintain 2.5-inch Type D HMAC Interim Asphalt Pavement		
	Quantity: <u>527</u> UOM: <u>TON</u> Unit Price: <u>\$125.00</u> Total: <u>\$65,875.00</u>		
26	Remove, Salvage, and Relocate Steel Tubed and Cable Pastured Fence, including all incidentals		
	Quantity: <u>1523</u> UOM: <u>LF</u> Unit Price: <u>\$22.00</u> Total: <u>\$33,506.00</u>		
27	Remove, Salvage, and Relocate Split Rail Wood Fence, including all incidentals		
	Quantity: <u>647</u> UOM: <u>LF</u> Unit Price: <u>\$20.00</u> Total: <u>\$12,940.00</u>		
28	Furnish and Install Aluminum Fence, including all incidentals		
	Quantity: <u>30</u> UOM: <u>LF</u> Unit Price: <u>\$78.00</u> Total: <u>\$2,340.00</u>		
29	Remove, Salvage, and Relocate Monument Sign, including all incidentals		
	Quantity: <u>2</u> UOM: <u>EA</u> Unit Price: <u>\$20,000.00</u> Total: <u>\$40,000.00</u>		
30	Construct 6-inch Monolithic Curb		
	Quantity: <u>18160</u> UOM: <u>LF</u> Unit Price: <u>\$1.00</u> Total: <u>\$18,160.00</u>		
31	Construct Stamped and Stained Median Pavement, including all incidentals		
	Quantity: <u>53</u> UOM: <u>SY</u> Unit Price: <u>\$150.00</u> Total: <u>\$7,950.00</u>		
32	Construct 5-inch Reinforced Concrete Sidewalk Paving		
	Quantity: <u>264</u> UOM: <u>SY</u> Unit Price: <u>\$63.00</u> Total: <u>\$16,632.00</u>		
33	Construct 6-inch Reinforced Concrete Sidewalk Paving		
	Quantity: <u>1907</u> UOM: <u>SY</u> Unit Price: <u>\$65.00</u> Total: <u>\$123,955.00</u>		
34	Construct Barrier Free Ramps with Truncated Dome Panels, including all incidentals (Reference TxDOT Type 7)		
	Quantity: <u>28</u> UOM: <u>EA</u> Unit Price: <u>\$1,700.00</u> Total: <u>\$47,600.00</u>		

35	Furnish and Install 18-inch Class III RCP Storm Sewer Pipe in variable depth trench, including embedment and all incidentals	Quantity: 1467	UOM: LF	Unit Price: \$94.00	Total: \$137,898.00
36	Furnish and Install 21-inch Class III RCP Storm Sewer Pipe in variable depth trench, including embedment and all incidentals	Quantity: 806	UOM: LF	Unit Price: \$82.00	Total: \$66,092.00
37	Furnish and Install 24-inch Class III RCP Storm Sewer Pipe in variable depth trench, including embedment and all incidentals	Quantity: 1690	UOM: LF	Unit Price: \$80.00	Total: \$135,200.00
38	Furnish and Install 30-inch Class III RCP Storm Sewer Pipe in variable depth trench, including embedment and all incidentals	Quantity: 1347	UOM: LF	Unit Price: \$100.00	Total: \$134,700.00
39	Furnish and Install 33-inch Class III RCP Storm Sewer Pipe in variable depth trench, including embedment and all incidentals	Quantity: 63	UOM: LF	Unit Price: \$161.00	Total: \$10,143.00
40	Furnish and Install 42-inch Class III RCP Storm Sewer Pipe in variable depth trench, including embedment and all incidentals	Quantity: 148	UOM: LF	Unit Price: \$253.00	Total: \$37,444.00
41	Furnish and Install 54-inch Class III RCP Storm Sewer Pipe in variable depth trench, including embedment and all incidentals	Quantity: 66	UOM: LF	Unit Price: \$399.00	Total: \$26,334.00
42	Furnish/Construct and Install 5-foot x 2-foot Reinforced Concrete Box, including all excavation, embedment, and incidentals	Quantity: 188	UOM: LF	Unit Price: \$325.00	Total: \$61,100.00
43	Furnish and Install Complete Trench Safety for Storm Sewer Installation, including all incidentals according to all specifications, details, and State and Federal regulations	Quantity: 5775	UOM: LF	Unit Price: \$5.00	Total: \$28,875.00
44	Construct 10-foot Reinforced Concrete Recessed Curb Inlet, including all excavation, backfill, and incidentals	Quantity: 16	UOM: EA	Unit Price: \$4,300.00	Total: \$68,800.00
45	Construct 15-foot Reinforced Concrete Recessed Curb Inlet, including all excavation, backfill, and incidentals	Quantity: 2	UOM: EA	Unit Price: \$5,850.00	Total: \$11,700.00
46	Construct Reinforced Concrete Headwall (CH-FW-0)(DIA=24 IN) including all excavation, backfill, and incidentals	Quantity: 1	UOM: EA	Unit Price: \$3,500.00	Total: \$3,500.00
47	Construct Reinforced Concrete Headwall (CH-PW-0)(DIA=30 IN) including all excavation, backfill, and incidentals	Quantity: 1	UOM: EA	Unit Price: \$6,250.00	Total: \$6,250.00

48	Construct Reinforced Concrete Headwall (CH-FW-45)(DIA=42 IN) including all excavation, backfill, and incidentals	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price: <u>\$9,250.00</u>	Total: <u>\$9,250.00</u>	Item 19.
49	Furnish and Install Precast 4-foot x 4-foot Storm Sewer Manhole/Junction Box with Precast Slab Lid, including all incidentals	Quantity: <u>4</u>	UOM: <u>EA</u>	Unit Price: <u>\$6,000.00</u>	Total: <u>\$24,000.00</u>	
50	Construct Reinforced Concrete 4-foot x 4-foot Y Inlet, including all incidentals	Quantity: <u>3</u>	UOM: <u>EA</u>	Unit Price: <u>\$4,200.00</u>	Total: <u>\$12,600.00</u>	
51	Construct Reinforced Concrete Parallel Wing walls (PW-1)(H=3.0), including all incidentals	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price: <u>\$7,000.00</u>	Total: <u>\$7,000.00</u>	
52	Furnish, Construct, and Install Safety End Treatment (TY II) (18 IN) (RCP) (4: 1) (C)	Quantity: <u>2</u>	UOM: <u>EA</u>	Unit Price: <u>\$1,800.00</u>	Total: <u>\$3,600.00</u>	
53	Furnish, Construct, and Install Safety End Treatment (TY II) (24 IN) (RCP) (4: 1) (C)	Quantity: <u>3</u>	UOM: <u>EA</u>	Unit Price: <u>\$2,000.00</u>	Total: <u>\$6,000.00</u>	
54	Construct Reinforced Concrete Flume with Curbs, including all incidentals	Quantity: <u>16</u>	UOM: <u>SY</u>	Unit Price: <u>\$100.00</u>	Total: <u>\$1,600.00</u>	
55	Remove and Relocate Existing Fire Hydrant, including all piping and incidentals	Quantity: <u>4</u>	UOM: <u>EA</u>	Unit Price: <u>\$4,750.00</u>	Total: <u>\$19,000.00</u>	
56	Furnish, Install, and Connect New Water Service to Existing Water Service, including all piping, fittings, new meter box and incidentals	Quantity: <u>4</u>	UOM: <u>EA</u>	Unit Price: <u>\$9,750.00</u>	Total: <u>\$39,000.00</u>	
57	Furnish and Install 8-inch PVC Water Main, including all necessary fittings and incidentals	Quantity: <u>84</u>	UOM: <u>LF</u>	Unit Price: <u>\$110.00</u>	Total: <u>\$9,240.00</u>	
58	Furnish and Install 12-inch x 8-inch Tapping Sleeve and Valve and all incidentals	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price: <u>\$7,800.00</u>	Total: <u>\$7,800.00</u>	
59	Connect to Existing 6-inch Water Main, including all new fittings and incidentals	Quantity: <u>1</u>	UOM: <u>LF</u>	Unit Price: <u>\$2,500.00</u>	Total: <u>\$2,500.00</u>	
60	For Lowering Existing 8-inch Water Main under proposed structures or utilities, including all incidentals	Quantity: <u>20</u>	UOM: <u>LF</u>	Unit Price: <u>\$475.00</u>	Total: <u>\$9,500.00</u>	
61	For Lowering Existing 12-inch Water Main under proposed structures or utilities, including all incidentals	Quantity: <u>50</u>	UOM: <u>LF</u>	Unit Price: <u>\$500.00</u>	Total: <u>\$25,000.00</u>	
62	For Lowering Existing 20-inch Water Main under proposed structures or utilities, including all incidentals	Quantity: <u>80</u>	UOM: <u>LF</u>	Unit Price: <u>\$650.00</u>	Total: <u>\$52,000.00</u>	

63	Furnish and Install Complete Trench Safety for Water Main Installation, including all incidentals according to specifications, details, and State and Federal regulations	Quantity: <u>150</u> UOM: <u>LF</u>	Unit Price: <u>\$25.00</u>	Total: <u>\$3,750.00</u>	Item 19.
64	Furnish and Install 12-inch Concrete Grouted Riprap	Quantity: <u>218</u> UOM: <u>SY</u>	Unit Price: <u>\$90.00</u>	Total: <u>\$19,620.00</u>	
65	Construct Concrete Encasement for Existing Sanitary Sewer Main, including all incidentals	Quantity: <u>10</u> UOM: <u>LF</u>	Unit Price: <u>\$325.00</u>	Total: <u>\$3,250.00</u>	
66	Furnish and Install Reflective Pavement Marking (4-inch)(White)(Solid)(Type I) for Temporary Traffic Control, including cleaning, sealing, and all incidentals	Quantity: <u>8560</u> UOM: <u>LF</u>	Unit Price: <u>\$0.70</u>	Total: <u>\$5,992.00</u>	
67	Furnish and Install Reflective Pavement Marking (4-inch)(White)(DOT)(Type I), including cleaning, sealing, and all incidentals	Quantity: <u>320</u> UOM: <u>LF</u>	Unit Price: <u>\$0.70</u>	Total: <u>\$224.00</u>	
68	Furnish and Install Reflective Pavement Marking (4-inch)(White)(Broken)(Type I), including cleaning, sealing, and all incidentals	Quantity: <u>160</u> UOM: <u>LF</u>	Unit Price: <u>\$0.70</u>	Total: <u>\$112.00</u>	
69	Furnish and Install Reflective Pavement Marking (8-inch)(White)(Solid)(Type I), including cleaning, sealing, and all incidentals	Quantity: <u>4900</u> UOM: <u>LF</u>	Unit Price: <u>\$1.40</u>	Total: <u>\$6,860.00</u>	
70	Furnish and Install Reflective Pavement Marking (24-inch)(White)(Solid)(Type I)(Stop Bar), including cleaning, sealing, and all incidentals	Quantity: <u>208</u> UOM: <u>LF</u>	Unit Price: <u>\$7.50</u>	Total: <u>\$1,560.00</u>	
71	Furnish and Install Reflective Pavement Marker (Arrow)(Type I), including cleaning, sealing, and all incidentals	Quantity: <u>3</u> UOM: <u>EA</u>	Unit Price: <u>\$180.00</u>	Total: <u>\$540.00</u>	
72	Furnish and Install Reflective Pavement Marking (4-inch)(Yellow)(Solid)(Type I), including cleaning, sealing, and all incidentals	Quantity: <u>3125</u> UOM: <u>LF</u>	Unit Price: <u>\$0.75</u>	Total: <u>\$2,343.75</u>	
73	Furnish and Install Reflective Pavement Marking (4-inch)(Yellow)(Solid Double)(Type I)(Center Line), including cleaning, sealing, and all incidentals	Quantity: <u>7160</u> UOM: <u>LF</u>	Unit Price: <u>\$1.50</u>	Total: <u>\$10,740.00</u>	
74	Furnish and Install Reflective Pavement Marking (4-inch)(Yellow)(Solid Double)(Type I)(Center Line) for Temporary Traffic Control, including cleaning, sealing, and all incidentals	Quantity: <u>9305</u> UOM: <u>LF</u>	Unit Price: <u>\$1.50</u>	Total: <u>\$13,957.50</u>	
75	Furnish and Install Pavement Markings for Fire Lane according to standards, including all incidentals	Quantity: <u>132</u> UOM: <u>LF</u>	Unit Price: <u>\$0.50</u>	Total: <u>\$66.00</u>	

76	Pavement Surface Preparation for Markings (4-inch)	Attachment 3	Item 19.
	Quantity: <u>28630</u> UOM: <u>LF</u> Unit Price: <u>\$0.05</u> Total: <u>\$1,431.50</u>		
77	Pavement Surface Preparation for Markings (8-inch)		
	Quantity: <u>4900</u> UOM: <u>LF</u> Unit Price: <u>\$0.10</u> Total: <u>\$490.00</u>		
78	Pavement Surface Preparation for Markings (24-inch)		
	Quantity: <u>208</u> UOM: <u>LF</u> Unit Price: <u>\$0.60</u> Total: <u>\$124.80</u>		
79	Pavement Surface Preparation for Markings (ARROW)		
	Quantity: <u>3</u> UOM: <u>EA</u> Unit Price: <u>\$10.00</u> Total: <u>\$30.00</u>		
80	Furnish and Install or relocate Small Roadside Sign Assemblies		
	Quantity: <u>31</u> UOM: <u>EA</u> Unit Price: <u>\$520.00</u> Total: <u>\$16,120.00</u>		
81	Remove, Salvage and Relocate existing street light pole and stop sign, including all incidentals		
	Quantity: <u>1</u> UOM: <u>EA</u> Unit Price: <u>\$7,500.00</u> Total: <u>\$7,500.00</u>		
82	Remove, Salvage and Relocate existing School Zone Flasher, including all incidentals		
	Quantity: <u>2</u> UOM: <u>EA</u> Unit Price: <u>\$7,500.00</u> Total: <u>\$15,000.00</u>		
83	Furnish, Construct, and Install Safety End Treatment SETP-CD 30-inch Headwall		
	Quantity: <u>3</u> UOM: <u>EA</u> Unit Price: <u>\$3,000.00</u> Total: <u>\$9,000.00</u>		
84	Remove, Replace, or Repair any sprinkler heads, control valves, pipe, fittings, controllers, and miscellaneous related items, including all incidentals		
	Quantity: <u>1</u> UOM: <u>LS</u> Unit Price: <u>\$5,200.00</u> Total: <u>\$5,200.00</u>		

Response Total: \$5,236,331.05

July 15, 2020

Justin Fairley
 MARIO SINACOLA & SONS EXCAVATING, INC.
 10950 Research Road
 Frisco, TX 75034

Re: TOWN OF PROSPER
 Project: Prosper Trail - Coit Rd to Custer Rd 2-Lane (CIP No. 2008-ST)
 Bid No. 2020-75-B
 Estimated Contract Price: \$5,823,000.00
 Bid Date: 7/24/2020
 Surety: TRAVELERS PROPERTY CASUALTY GROUP

Dear Justin:

Enclosed please find the above captioned bid bond, executed per your request.

The bid bond must be signed by an authorized representative of your company and sealed with the corporate seal if applicable. It is your responsibility to ensure the bid bond conforms with your needs and instructions to us, including but not limited to the correct coverages and parties, and with any laws applicable to your operations and/or the contract requiring the bid bond, and to advise us immediately, in writing, if the bid bond form so executed does not contain the proper information. Accordingly, it is incumbent upon you to carefully review the bond, and we will expect that you will, double-check all information, including signatures, dates, amounts and job descriptions for accuracy, and to verify that the bid bond form we executed is the form required by the specification. This will avoid the possibility of having a low bid rejected because of a clerical error. We will also expect you to verify that anything unusual that has been requested by the obligee is attached.

If, following your review of the bond, you do not advise us in writing of any problem or deficiency in its terms and information but submit the bond as is, your submission will constitute your verification, and we will justifiably assume, that the bond form as issued is correct and appropriate for the purpose for which it is being submitted. You further understand that we will have no liability for any deficiencies or discrepancies not brought to our attention in accordance with this letter.

The bid bond authorization is based upon your original estimate. **If the actual bid price exceeds this estimate by 10% or more, you must contact us for additional authority.**

Please call our office if you should have any questions or need any further assistance.

Good Luck on your Bid.

Sincerely,

 Sophie Hunter
 Record #2775044

Your bid results are very important, please mail this information back to the address below, or email your Aon representative within 5 days of the bid opening.

Contractors Name	Contract Price
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____

Where did you place _____ And your price \$ _____

If awarded contract, is final bond required? Yes ☐ No ☐

BID BOND

STATE OF TEXAS)
)
 COUNTY OF COLLIN)

Mario Sinacola & Sons

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Excavating, Inc., whose address is 10950 Research Road, Frisco, TX 75033, hereinafter called Principal, and Travelers Casualty and Surety Company of America, a corporation organized and existing under the laws of the State of Connecticut, 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 \$ 5% of the Greatest Amount Bid as the proper measure of liquidated damages arising out of or connected with the submission of a Bid Proposal for the construction of a public work project, in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to Owner a certain Bid Proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of:

BID NO. 2020-75-B PROSPER TRAIL – COIT RD TO CUSTER RD 2-LANE (CIP NO. 2008-ST)

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.

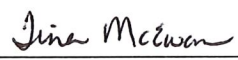
The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the 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 15th day of July, 2020.

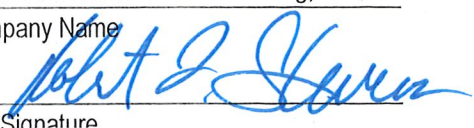
ATTEST:

By: 
Signature
Justin Fairley
Typed/Printed Name
Senior Estimator
Title
10950 Research Road
Address
Frisco, Texas 75033
City State Zip
2.387.3909 2.387.3940
Phone Fax


ATTEST:

By: 
Signature
Tina McEwan
Printed Name
Witness
Title
5005 LBJ Freeway, Suite 1500
Address
Dallas, TX 75244
City State Zip
214-989-0000 214-989-2580
Phone Fax

PRINCIPAL:

Mario Sinacola & Sons Excavating, Inc.
Company Name
By: 
Signature
Robert L. Stevens
Typed/Printed Name
Vice President
Title
10950 Research Road
Address
Frisco, TX 75033
City State Zip
214-387-3900 214-387-3940
Phone Fax

SURETY: Travelers Casualty and Surety Company of America

By: 
Signature
Sophinie Hunter
Printed Name
Attorney-In-Fact
Title
One Tower Square, S102A
Address
Hartford, CT 06183
City State Zip
800-328-2189 866-216-5992
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: Aon Risk Services Southwest, Inc. - Ricardo Reyna
STREET ADDRESS: 5005 LBJ Freeway, Suite 1500
CITY, STATE, ZIP: Dallas, TX 75244

NOTE: If Resident Agent is not a corporation, give a person's name.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **SOPHINIE HUNTER** of **DALLAS Texas**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019**.



State of Connecticut

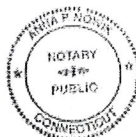
City of Hartford ss.

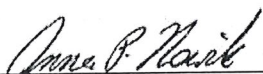
By: 
 Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **15th** day of **July**, **2020**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.



IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty and Surety Company of America, for information or to make a complaint at:

Travelers Bond
Attn: Claims
One Tower Square, S102A
Hartford, CT 06183
1-800-328-2189

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at:

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104
(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.



COMMUNITY SERVICES

To: Mayor and Town Council

From: Robyn Battle, Executive Director of Community Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – August 11, 2020

Agenda Item:

Discussion on Third Floor Remodeling project and Public Works Modular Building.

Description of Agenda Item:

The COVID-19 public health emergency has caused the Town to look for new ways to create social distance between employees in order to provide a safer work environment. Social distancing is primarily accomplished through the use of physical barriers, such as dividers or partitions, or by increasing the physical distance between employees to minimize the chance of exposure between individuals.

Current guidance from the CDC advises employers to utilize a variety of engineering and administrative controls to minimize risk in the workplace. These controls include altering workspaces to facilitate social distancing and limiting the use of shared spaces. Town staff is proposing to remodel the three unfinished shell spaces on the third floor of Town Hall, and purchase an additional modular building for Public Works, to increase the amount of space between employees in the Town Secretary, Communications, Information Technology, Human Resources, Finance, and Public Works divisions.

Town Secretary/Communications

The Administrative Suite currently provides workspaces for five employees including the Town Manager, Town Secretary, and Communications staff. Two employees are in offices, with the remaining three employees in open workspaces. In March 2020, two additional part-time employee positions were approved as part of the reorganization of the Community Services Department, increasing the number of employees assigned to the Administrative Suite to seven.

The Administrative Suite was not designed to accommodate two additional employees. While one employee could feasibly be located in the hallway outside the Town Manager's Office, the only other way to accommodate two additional employees would be to eliminate the reception area of the Administrative Suite, and build additional workspaces adjacent to the Senior Administrative Assistant. A schematic drawing of the existing Administrative Suite is attached. This configuration would put three Town employees in close proximity to one another. It would also force all visitors

to the Administrative Suite to be in close proximity to three Town employees, since the existing waiting area would be eliminated. In order to reduce employee contact with the public, and provide more social distance between employees, Town staff proposes to finish out the third floor shell space adjacent to the Administrative Suite.

A preliminary schematic drawing showing a proposed renovation to the third floor shell space is attached. The proposal includes two hard wall offices, and room for two or more employees. This configuration would allow three of the seven positions currently assigned to the Administrative Suite to relocate to the renovated shell space, while the other four remain in the Administrative Suite, thereby decreasing employee contact with the public and allowing for appropriate social distancing.

Information Technology

The Town's Information Technology (IT) Department has office space that was initially designed for three individuals. The number of staff assigned to IT will increase to five individuals by the fall of 2020. The only area to office the additional two employees is in the "Hardware/Workroom" area on the current office schematic. This area is used by all IT employees to store supplies and to work on equipment. This shared space would not provide the necessary social distancing of the five employees in the department. In order to allow for appropriate social distancing of the fourth and fifth employees, Town staff proposes to finish out the third floor shell space adjacent to the IT Department.

A preliminary schematic drawing showing a proposed renovation to the third floor shell space adjacent to the Information Technology Department is attached. Two employees would office in the completed shell space, thereby allowing for appropriate social distancing of all employees in the Information Technology Department.

Human Resources/Finance

The Town's Finance and Human Resources Departments each have a reception area that serves as an employee workspace. A schematic drawing of the existing HR/Finance space is attached. In order to reduce employee contact with the public, and provide more social distance between employees and visitors, Town staff is proposing to finish out the third floor shell space between the Finance Department and the Human Resources Department. A preliminary schematic drawing showing a proposed renovation to the third floor shell space between the Finance Department and the Human Resources Department is attached. The two employees would be moved to the completed shell space, thereby decreasing employee contact with the public and allowing for appropriate social distancing.

Town staff is proposing to use a portion of the \$1.1 million distributed to the Town by Collin County through the Coronavirus Relief Fund (CRF), which is part of the \$150 billion distributed to state and local governments through the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act. The Act provides that CRF funds may be used to cover costs that:

1. Are necessary expenditures due to the COVID-19 public health emergency;
2. Are not accounted for in the most recently approved budget as of March 27, 2020; and
3. Are incurred during the period of March 1 – December 30, 2020.

The U.S. Treasury Department has provided guidance to local governments on the appropriate use of CRF Funds by providing examples of eligible expenditures that comply with the above three tenets. Additionally, the Texas Department of Emergency Management (TDEM) has provided specific guidance to local governments on CRF eligibility in a series of FAQs published on their website.

Public Works

The Town's Public Works department is comprised of 47 employees, 22 of which utilize indoor workstations. A schematic drawing of the existing Public Works office is attached. Thirteen offices are being utilized by 22 employees, and ten of those offices house two to four employees each. Additionally, there is no waiting area when visitors arrive for appointments or customer service issues. Visitors are required to wait in the hallway, potentially exposing other visitors and staff as they enter and exit the building. Public Works staff has evaluated other options for employee workspaces, but none have been sufficient. The elevated storage tanks and pump station building was considered for additional workspaces, but due to these locations not being climate controlled, and a lack of alternative storage facilities to house items currently being stored at these locations, this option is not feasible for a temporary arrangement. Two offices that were utilized by employees prior to the purchase of the current Public Works building now house meter and water line repair equipment. While these offices could be repurposed to house one employee each, it does not satisfy the need for office space for all 22 employees.

In order to reduce employee contact with the public, and provide more social distance between employees and visitors, Town staff is proposing to add an additional modular building to the Public Works site. A preliminary schematic drawing showing a proposed 42' x 64' modular addition to the Public Works site is attached. This addition would add 13 additional workspaces for employees, thereby decreasing employee contact with public and allowing for appropriate social distancing.

In July 2020, one employee in the Public Works department tested positive for COVID-19 and has since recovered. Three other employees in the same department were exposed and sent home to self-quarantine. All three have tested negative for COVID-19. The Town has been incredibly fortunate thus far not to have significant spread among employees; however, it is possible that the Public Works department may be particularly vulnerable due to the number of employees in close proximity.

TDEM addressed renovations to office space in their May 29, 2020 FAQs:

Question 122: Would renovations to office space to limit public contact with employees be an eligible cost?

Answer

The CARES Act provides that payments from the Fund may only be used to cover costs that –

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

If you can demonstrate that such costs were necessary then they would appear to be eligible public health expenses.

TDEM also addressed barriers in office spaces, and modification to city facilities as potential eligible expenses in their June 17, 2020 FAQs:

Question 48: Are the costs to have barriers built in our offices so the public and employees can function safely due to COVID 19 an eligible expense?

Answer

This would be an eligible expense. The cost would be limited by a jurisdiction's allocation. The key thing to remember is that 75% of the funds spent must be for the following three categories:

1. Medical expenses
2. Public health expenses
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

Question 62: Would expenses for changes or modification to city facilities to help reduce the spread of COVID-19 such as replacing facility doors for automated doors to avoid touching them or purchase of protective barriers (transparent temporary partitions) be eligible costs?

Answer

This would be an eligible expense. The cost would be limited by a jurisdiction's allocation. The key thing to remember is that 75% of the funds spend must be for the following three categories:

1. Medical expenses
2. Public health expenses
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

Pogue Construction, Workspace Interiors, and Vanguard Modular Building Systems have prepared preliminary schematic drawings and furniture plans in order to create the attached quotes to remodel the three Town Hall shell spaces, and add the Public Works modular building. Pogue Construction has confirmed that construction on the three shell space areas all three areas could be completed by December 30, 2020, if plans are approved within the next few weeks. Public Works has also confirmed that the modular building could be purchased and installed by December 30, 2020.

Remodeling the third floor shell spaces and purchasing an additional modular building for the Public Works department meets all three tenets established by the CARES Act. Upon Council approval, Town staff will move forward with a final quote and the development of construction documents to be considered by Council at a future Town Council meeting.

Budget Impact:

The estimated construction cost for the shell space renovations, including electrical, mechanical, HVAC, and technology, is \$204,219.70 for Option #1 (Town Secretary/Communications); \$118,856.50 for Option #2 (IT); and \$131,313.38 for Option #3 (HR/Finance). The cost to install

modular partitions and furniture for all three spaces is an additional \$56,232.65. The estimated cost for the additional Public Works modular building is \$153,494, for a combined total cost of approximately \$664,116.23 for the three shell space renovations and the modular building.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the proposals and determined them to be an appropriate use of CRF funds.

Attached Documents:

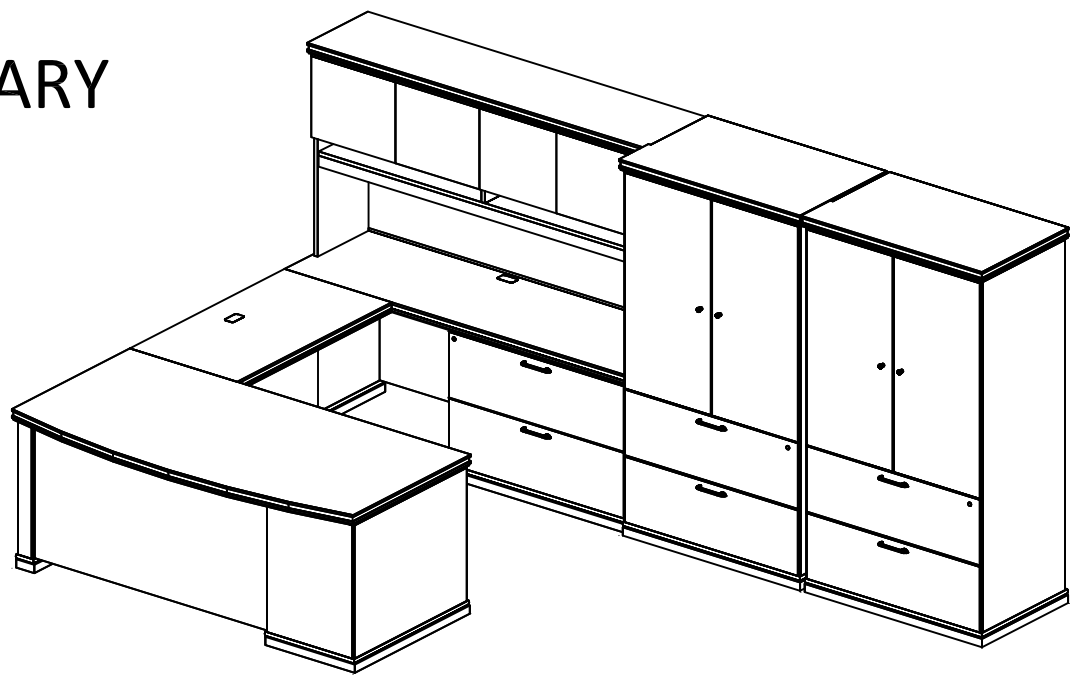
1. Existing schematic drawings
2. Proposed remodel schematic drawings
3. Pogue Construction quote
4. Workspace Interiors quote
5. Vanguard Quote

Town Staff Recommendation:

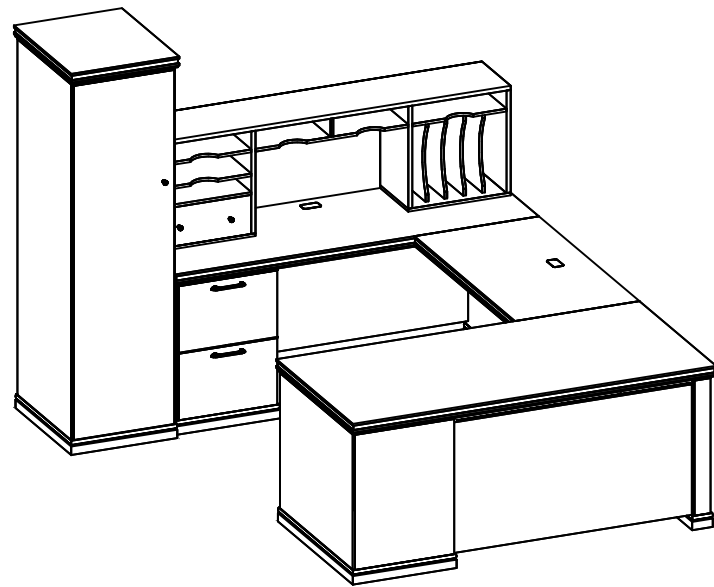
Town staff recommends the Council provide feedback on the use of CRF funds for the proposed Third Floor Remodeling project and Public Works Modular Building.

EXISTING ADMINISTRATIVE SUITE

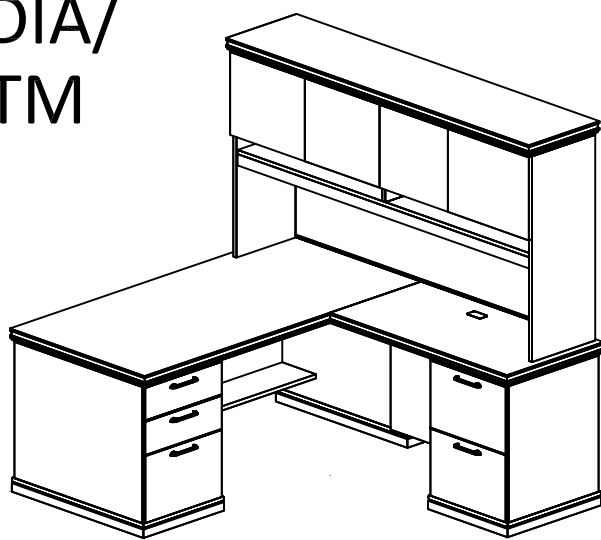
TOWN SECRETARY



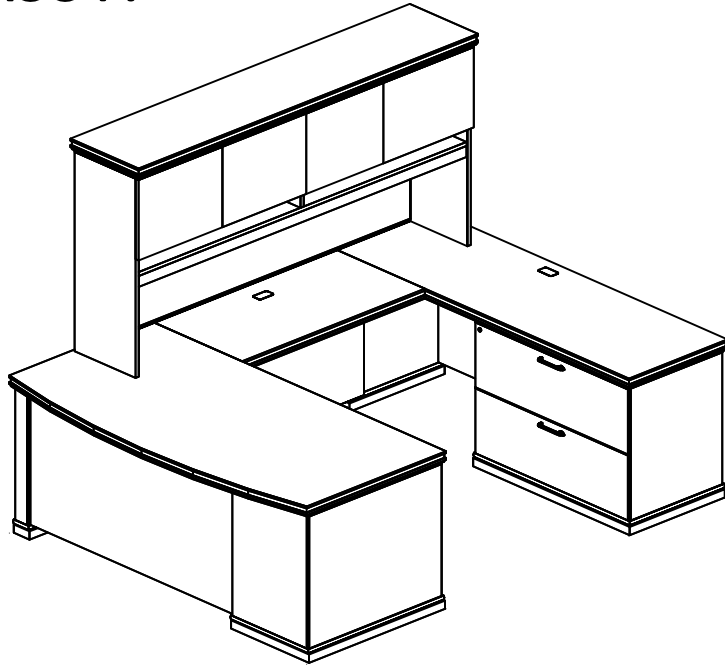
RECEPTION



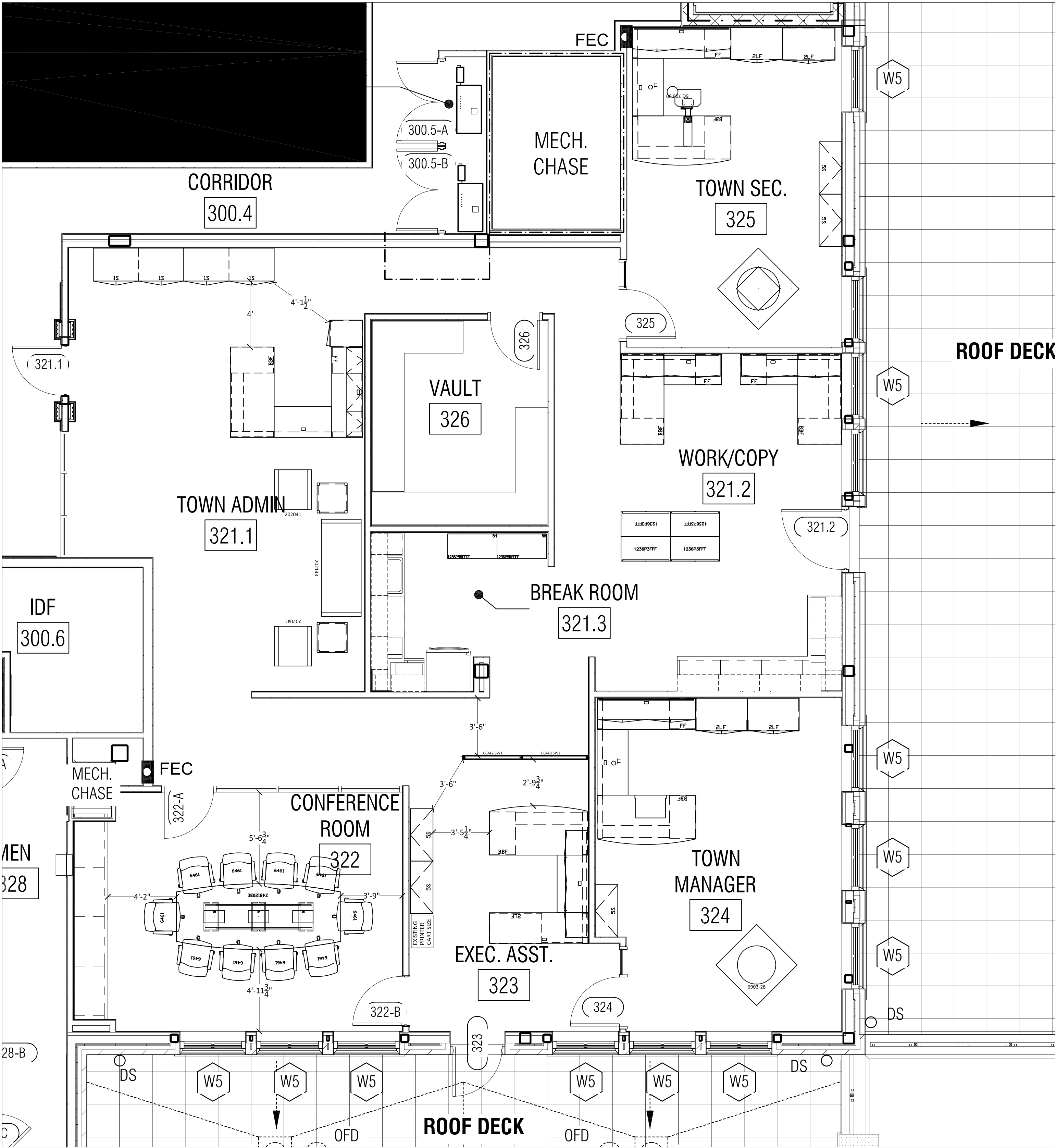
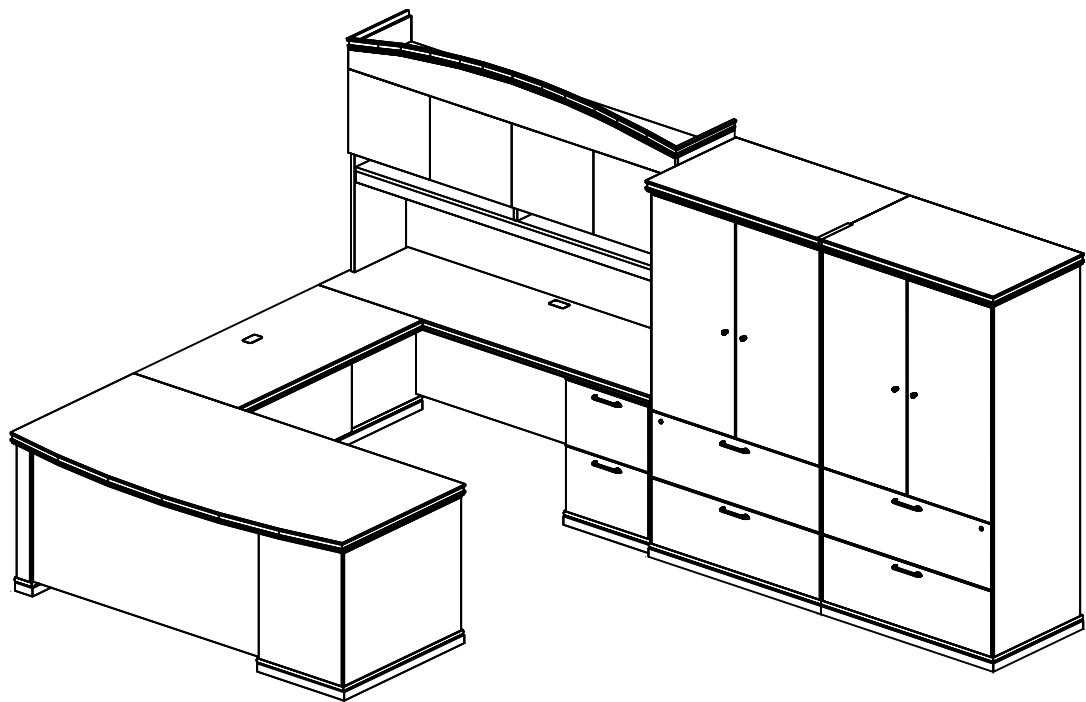
SOCIAL MEDIA/
FUTURE ATTM



EXEC. ASST.

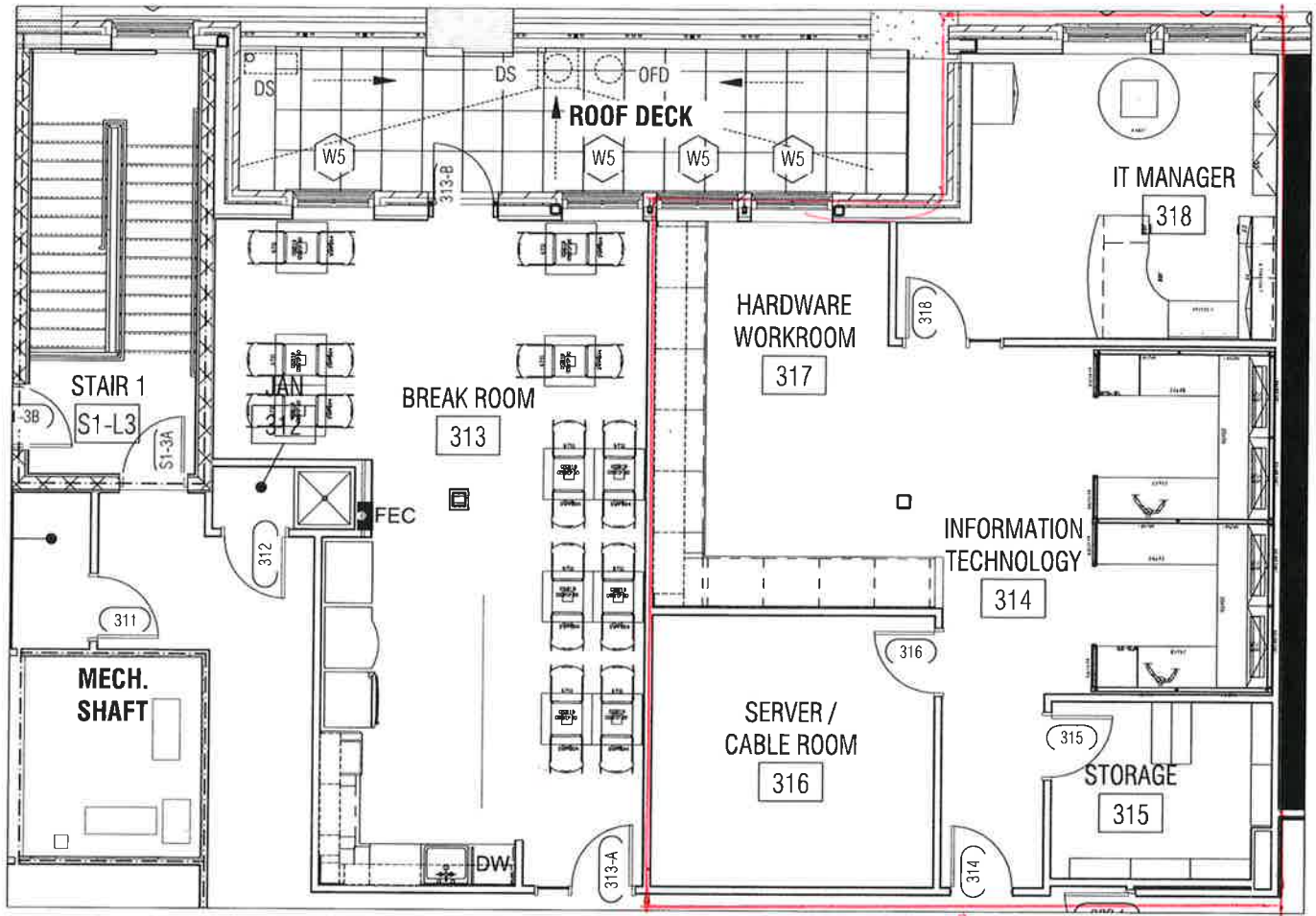


TOWN MANAGER

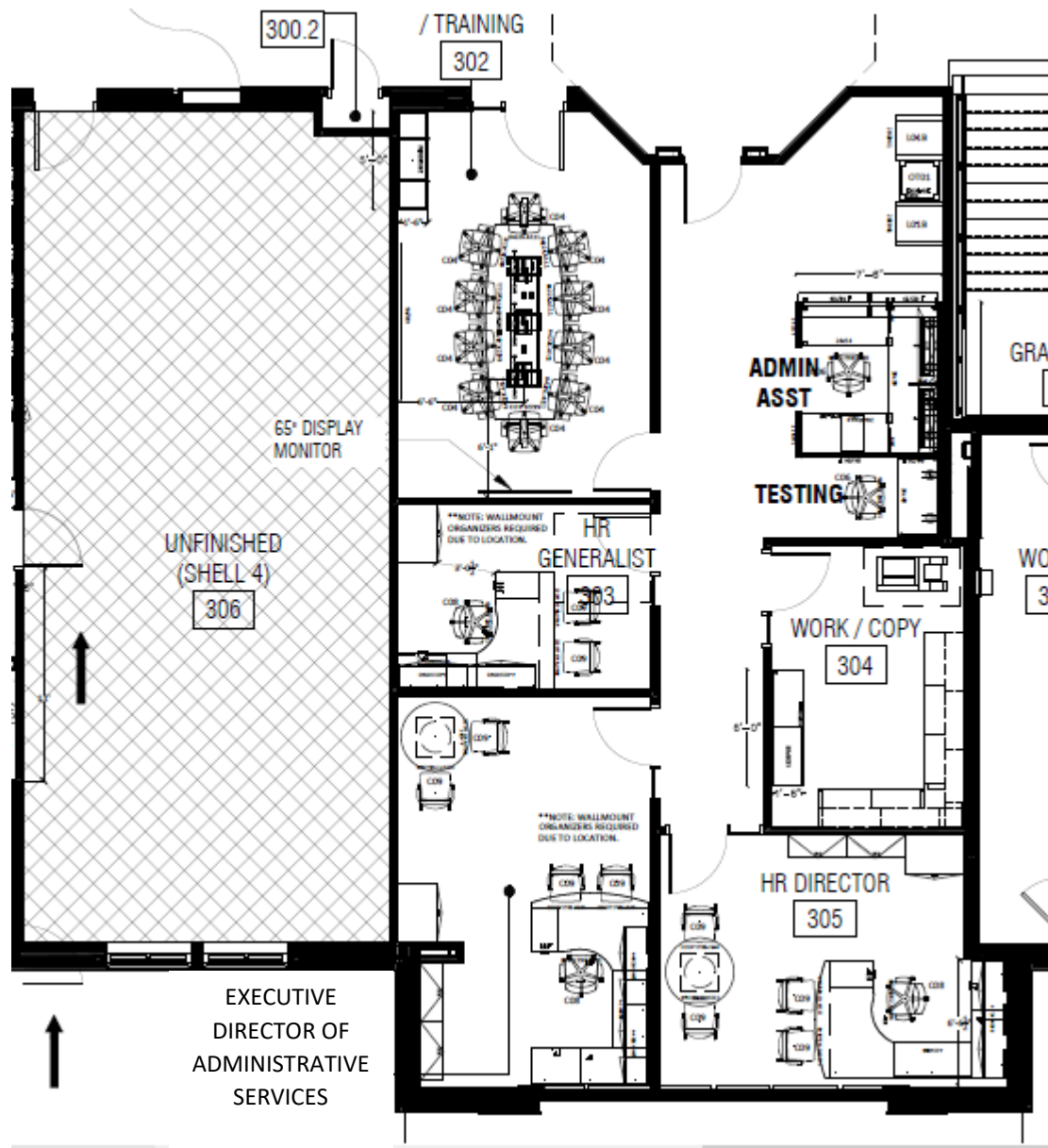


EXISTING IT OFFICE

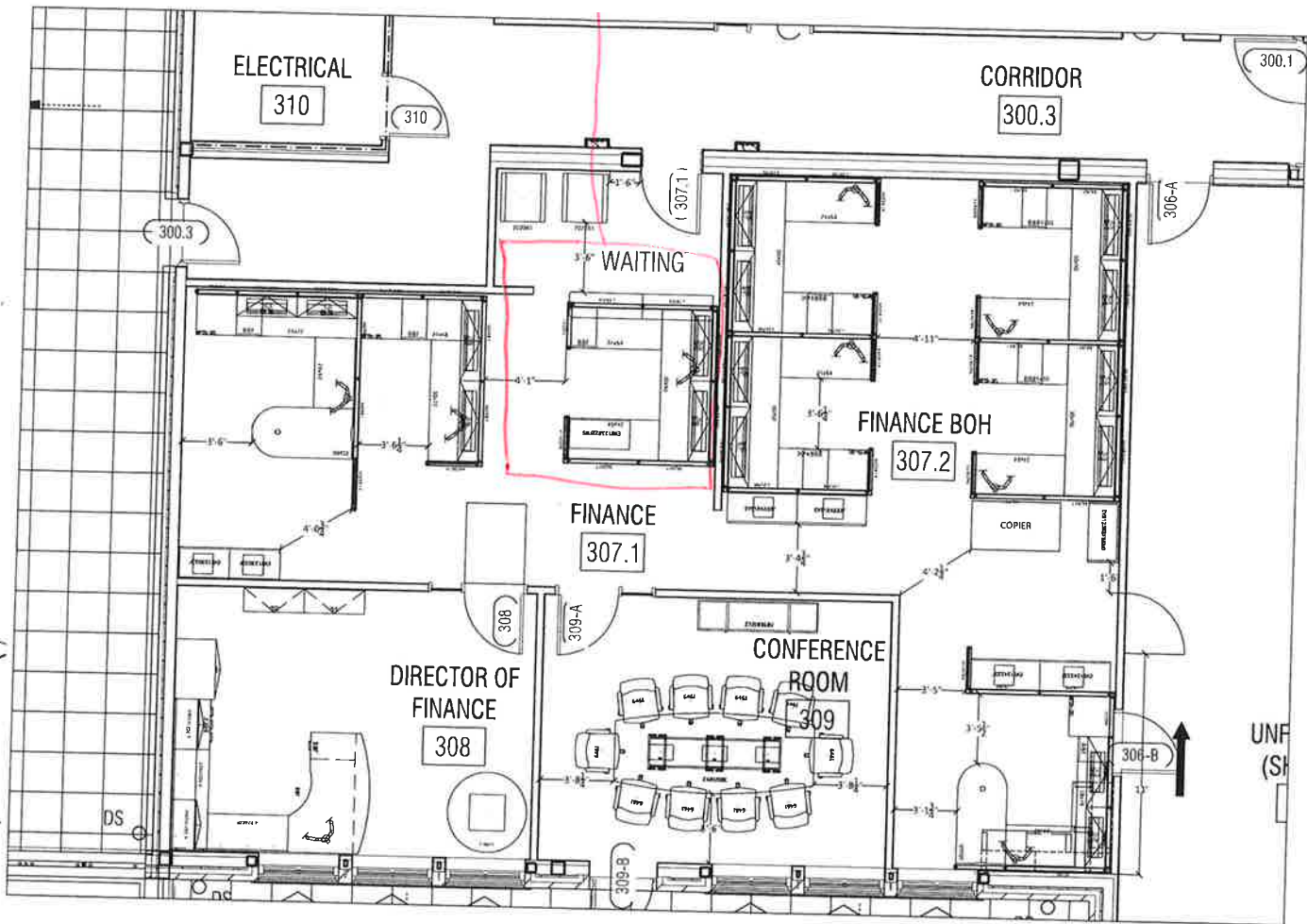
Item 20.



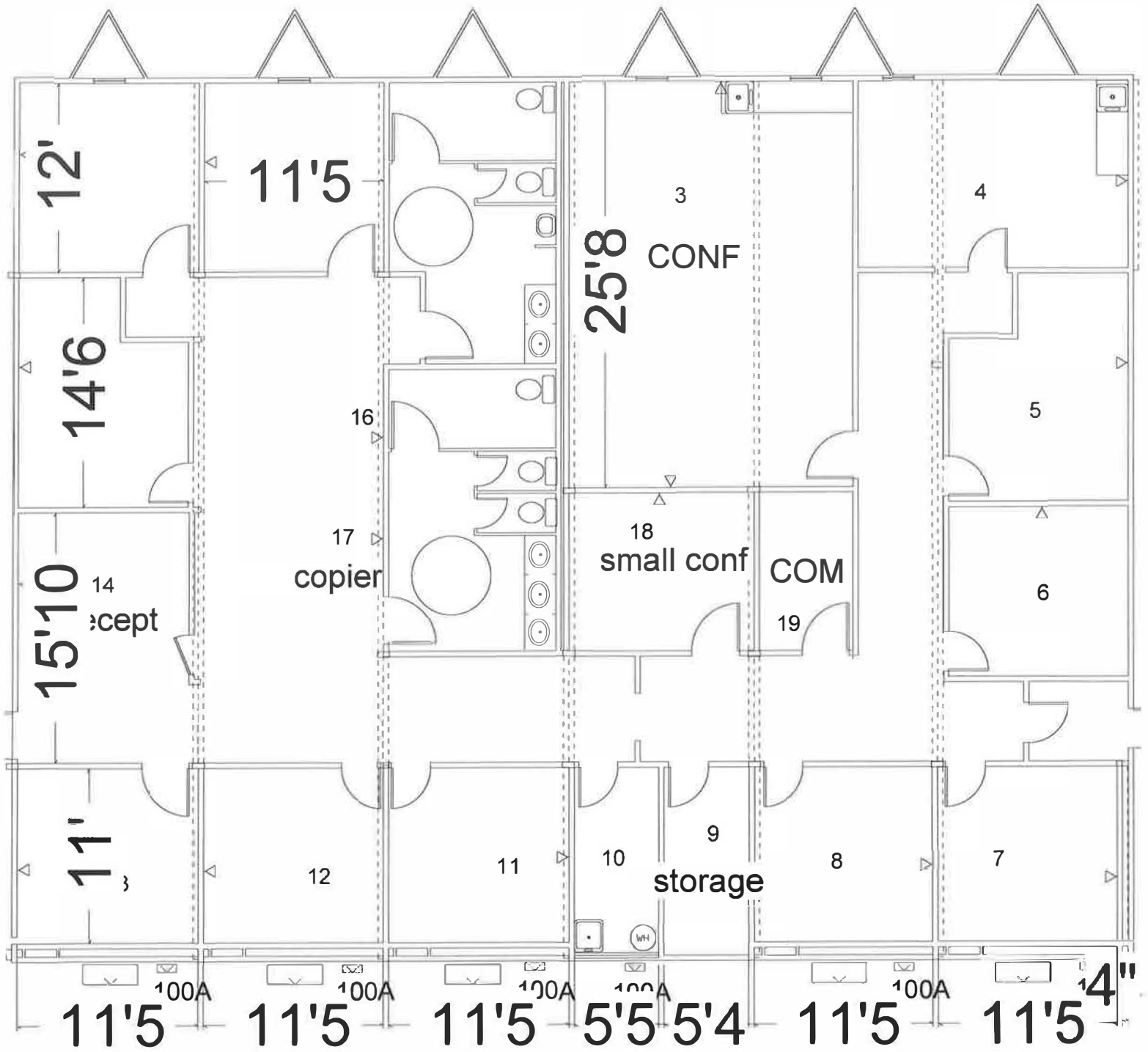
EXISTING HUMAN RESOURCES OFFICE



EXISTING FINANCE OFFICE



EXISTING PUBLIC WORKS MODULAR BUILDING



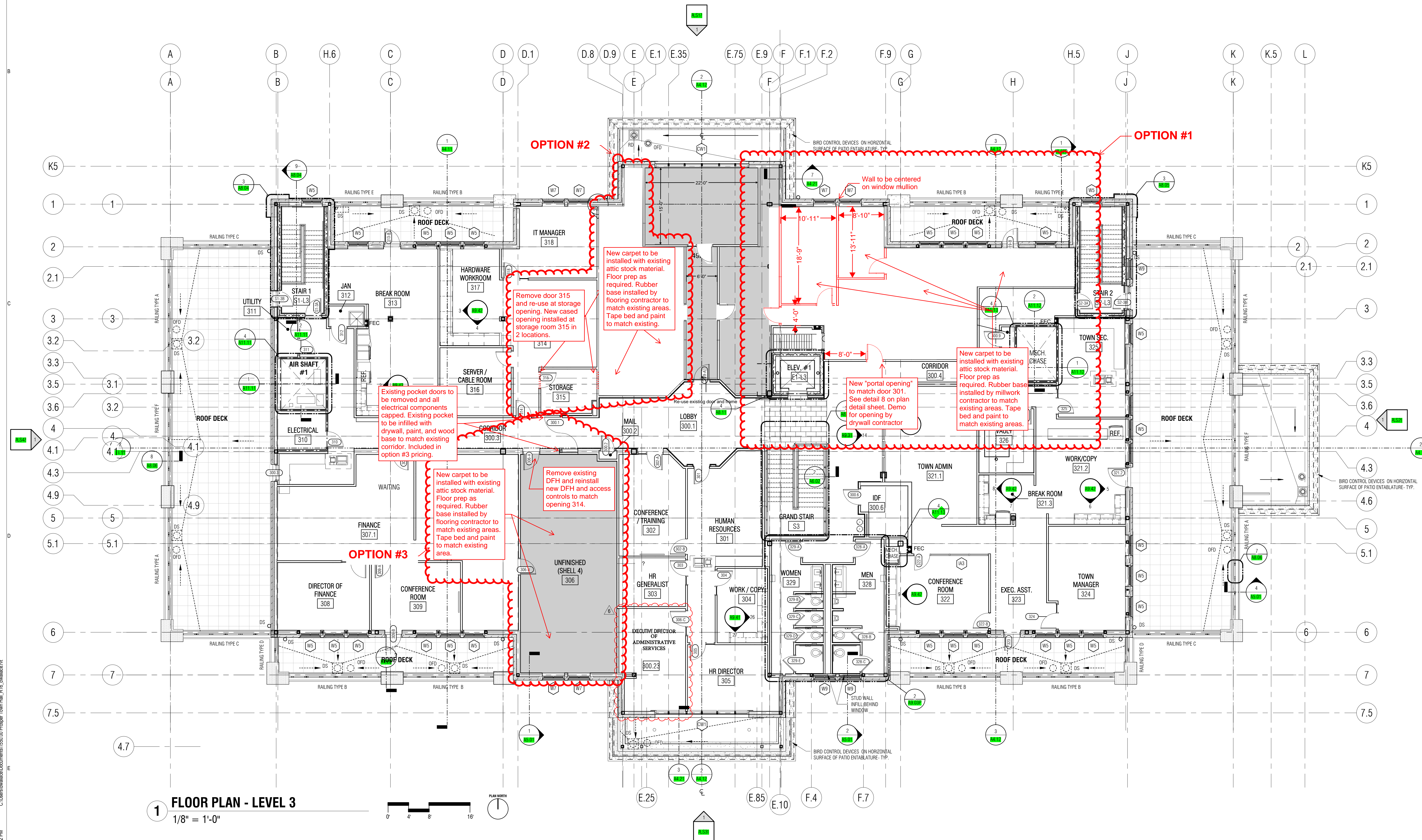
Overall Floor Plan

THIRD FLOOR LEGEND

FEC FIRE EXTINGUISHER CABINET

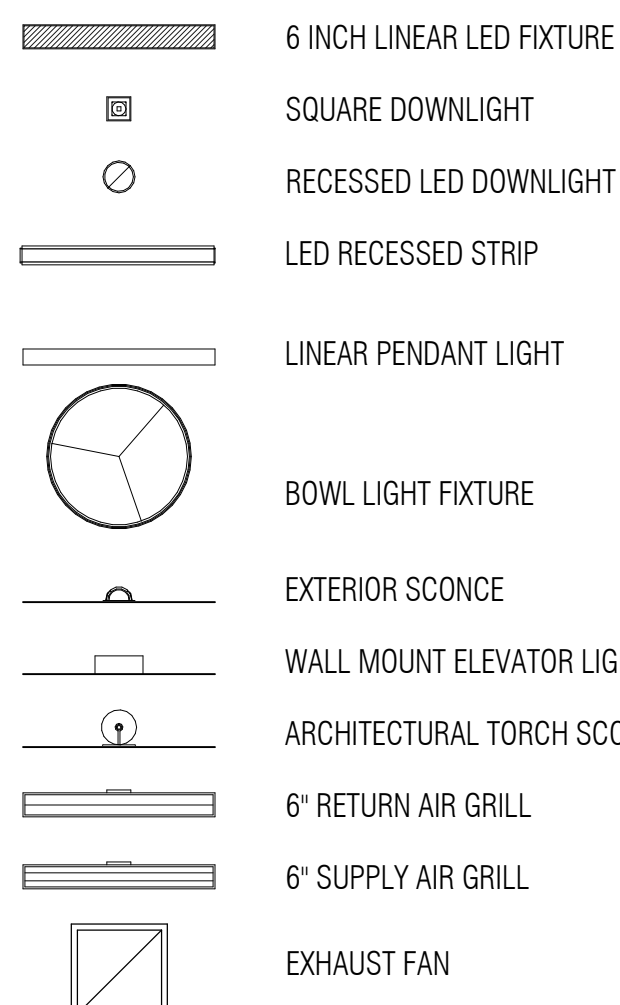
FLOOR PLAN GENERAL NOTES

- Option 1, 2, and 3 to be priced as separate proposals
- Scope of work includes all items in RED and clouded BOLD.
- All areas of work to receive new flooring, base, ceilings and HVAC.
- Layout of light fixtures, HVAC diffusers, electrical and data outlets and electrical switches are shown schematically. Final location to be confirmed in field with TOPO and Pogue staff.
- Fire Sprinkler to be tied into existing system and coverage provided as needed. Contractor to be responsible for submitting plans for approval to Town.



LIGHTING FIXTURE SCHEDULE							
TYPE	MANUFACTURER	MODEL	LAMP	DESCRIPTION	VOLTS	WATTS	COMMENTS
A	MARK	SL6-L0P-4FT-TP-TG-BOCR1-35-900LMF-NODIM-277	INTEGRAL LED - 3500K	6" RECESSED CONTINUOUS LINEAR LED WITH FLUSH LENS, 3500K WITH 1447 LUMENS MINIMUM PER 4 FOOT SECTION, INTEGRATED INTO "TECH-ZONE" CEILING SYSTEM	277 V	32 W	
B	LITHONIA	LDN650-35-30-L56-AR-LSS-MVOLT-E21	INTEGRAL LED	6" SQUARE LED DNLIT WITH 3000 LUMENS, 3500K CLEAR SPECULAR REFLECTOR WITH FINISH FLANGE	277 V	36 W	
B1	USA	#3110-1Z-AD1-S-10-LSTD4-9033-C3-35K5-S8-NC5M-277-DWL2-TZ	INTEGRAL LED - 3500K	6" SQUARE LED DNLIT WITH 2000 LUMENS, 3500K CLEAR MATT ANODIZED REFLECTOR WITH WHITE FLANGE, INTEGRATED INTO "TECH-ZONE" CEILING SYSTEM	277 V	33 W	
C	MARK	SL-6-L0P-4FT-FP-5B-BOCR1-35K-900LMF-NODIM-277	INTEGRAL LED - 3500K	4" RECESSED CONTINUOUS LINEAR LED WITH FLUSH LENS, MOUNTED IN GYP. CEILING	277 V	32 W PER 4 FT	
D4	PHILITE	S12-LED-ID-WCB-4-2E-HO-3500K-OPEN-SC-277V-FA-CE-J-BOX FEED / SUPPORT (#89110 & #89210)	INTEGRAL LED - 3500K	SUSPENDED LINEAR LED DIRECT INDIRECT WITH PERFORATED WHITE METAL BAFFLES 72% UPLIGHT	277 V	37 W PER 4 FT	1, 2
D8	PHILITE	S12-LED-ID-WCB-8-2E-HO-3500K-OPEN-SC-277V-FA-CE-J-BOX FEED / SUPPORT (#89110 & #89210)	INTEGRAL LED - 3500K	SUSPENDED LINEAR LED DIRECT INDIRECT WITH PERFORATED WHITE METAL BAFFLES 72% UPLIGHT	277 V	37 W PER 4 FT	1, 2
E	VISA LIGHTING	C8325-LW0000-PAINTED-VAR#57113-1 modified bar stock	INTEGRAL LED	EXTERIOR DECORATIVE LED SCOOCE 20" X 9" WITH TOP AND BOTTOM LENSING, 3500K AND 2000 LUMENS FIXTURE SHALL BE CONNECTED TO AN EMERGENCY CIRCUIT THAT IS BACKED UP BY AN INVERTER - SEE TYPE "F" INVERTER	277 V	27 W	
F1	LITHONIA	LDN6-35/40-LOGAR-LSS-MVOLT-E210-TRW	INTEGRAL LED - 3500K	6" ROUND LED DNLIT WITH 4000 LUMENS, 3500K SEMI SPECULAR REFLECTOR WITH WHITE FLANGE	277 V	42 W	
F2	LITHONIA	LDN6-35/20-LOGAR-LSS-MVOLT-E210-TRW	INTEGRAL LED - 3500K	6" ROUND LED DNLIT WITH 2000 LUMENS, 3500K SEMI SPECULAR REFLECTOR WITH WHITE FLANGE	277 V	35 W	
F3	WILA	623-6-XTM19-20LM-35K-83-DA40-10V-RET	INTEGRAL LED - 3500K	6" ROUND LED DNLIT UNDER GRAND STAIR	277 V	35 W	
G1	LITHONIA	LDN4-35/20-LOGAR-LSS-MVOLT-E210-TRW	INTEGRAL LED - 3500K	4" ROUND LED DOWNLIGHT WITH 2000 LUMENS, 3500K SEMI SPECULAR REFLECTOR WITH WHITE FLANGE	277 V	35 W	
G2	LITHONIA	LDN4-35/10-LOGAR-LSS-MVOLT-E210-TRW	INTEGRAL LED - 3500K	4" ROUND LED DOWNLIGHT WITH 2000 LUMENS, 3500K SEMI SPECULAR REFLECTOR WITH WHITE FLANGE	277 V	18 W	
H12	LUMEN ART	STL-A-6-HO-3500K-RMS-UNV-XX-STEM-(2)SECTIONS-WH	INTEGRAL LED - 3500K	6" LONG, 2.5" DIAMETER TUBULAR LED STEM PENDANT WITH ROTABLE OPTICS, WHITE LENS	277 V	18 W PER 4 FT	6, 7
H16	LUMEN ART	STL-A-8-HO-3500K-RMS-UNV-XX-STEM-(2)SECTIONS-WH	INTEGRAL LED - 3500K	8" LONG, 2.5" DIAMETER TUBULAR LED STEM PENDANT WITH ROTABLE OPTICS, WHITE LENS	277 V	18 W PER 4 FT	6, 7
J	OCL LIGHTING	CL1-P1A1-S1-MW-PTD-77-LED/35K-277-BFL-0AH-XX"	INTEGRAL LED - 3500K	51" DIAMETER DECORATIVE PENDANT WITH TRIPLE SUSPENSION STEMS SPOKING OUT FROM A CENTER STEM, FLUORESCENT LAMPING	277 V	150 W	
L	OCL LIGHTING	CL1-P1A1-S1-MW-PTD-77-LED/35K-277-BFL-0AH-XX"	INTEGRAL LED - 3500K	31" DIAMETER DECORATIVE PENDANT WITH TRIPLE SUSPENSION STEMS SPOKING OUT FROM A CENTER STEM, FLUORESCENT LAMPING	277 V	50 W	
M2	EUREKA	4800-36-LED-80-40-277-AC-60-RC-WHM-WHM	INTEGRAL LED - 4000K	36" DIAMETER HOOP STYLE LED PENDANT WITH AIRCRAFT CABLE SUSPENSIONS, MOUNTED AS SHOWN ON PLANS	277 V	80 W	9, 6
M3	EUREKA	4800-54-LED-128-40-277-AC-60-RC-WHM-WHM	INTEGRAL LED - 4000K	54" DIAMETER HOOP STYLE LED PENDANT WITH AIRCRAFT CABLE SUSPENSIONS, MOUNTED AS SHOWN ON PLANS	277 V	128 W	9, 6
M4	EUREKA	4800-72-LED-128-40-277-AC-60-RC-WHM-WHM	INTEGRAL LED - 4000K	72" DIAMETER HOOP STYLE LED PENDANT WITH AIRCRAFT CABLE SUSPENSIONS, MOUNTED AS SHOWN ON PLANS	277 V	174 W	9, 6
N	ARCHITECTURAL DETAILS	1720-SC-1-A	INTEGRAL LED - 4000K	ARCHITECTURAL TORCH SCOOCE WITH TAPERED BAR AND SHALLOW WHITE ARTGLASS BOWL, LED CANDELABRA LAMP INSIDE INCANDESCENT 40 WATT RATED SOCKET	120 V	40 W	
P	GOTHAM	ICD-SQ40D-35-15-4AR-LSS-25D-277-E21	INTEGRAL LED	4" SQUARE ADJUSTABLE LED DNLIT WITH 1500 LUMENS, 3500K CLEAR SPECULAR REFLECTOR WITH FINISH FLANGE	277 V	17 W	
O	LUMENPLUSE	LOGHO-277-36-35-10W60-SAM-BK-DIM // LOGRD-3-BK // (1-per fmd) LOGLCD-25	INTEGRAL LED	SLOT / COVE MOUNTED LED WALL GRAZER WITH ADJUSTABLE MOUNT AND GLARE CONTROL LOUVER	277 V	15 W PER FT	
RE	PHILITE	HP-2WM-ID-4HO-HO-3500K-TG-F-277V-SC-MB	INTEGRAL LED - 3500K	4" SURFACE WALL MOUNT LED DIRECT INDIRECT WITH "TOP GLOW" LENS 5174 LUMENS, 3500K, MOUNTING LOCATION AND ORIENTATION AS SHOWN ON DWGS	277 V	18 W	
S	LITHONIA	Z10-L48-3000LM-FST-MVOLT-35-80CRH-WH-HC36"-WG2-48	INTEGRAL LED - 3500K	4" LED STRIP SURFACE OR SUSPENDED FROM STRUCTURE, 3000 LUMENS, 3500 K	277 V	33 W	
T	O-TRAN	ICD-35-35-90-1.6-XRUN/VIQ-CLP-LI/IG-CMP-LEAD/IG-CMP-JUMP/OTMALED-WATTS-UNV-24VDC-0-10 V-WH	INTEGRAL LED - 3500K	LED LINEAR COVE TAPE LIGHT 3500K SYMMETRICAL DISTRIBUTION, 150 LUMENS PER FOOT, RUN LENGTHS AS SHOWN ON PLANS, CONTRACTOR TO PROVIDE COMPLETE SYSTEM	120 V	1.6 W PER FT	2
U	FEELUX	TUN7(1)11(15)-40K-ST-STD-S-RUN LENGTH-HW-NON-120	INTEGRAL LED - 3500K	LED UNDER CABINET AS SHOWN ON DWGS	277 V	4 W PER FT	
V	ELIPTIPAR	S222-M007-1-02-8-V0-0-35-00	INTEGRAL LED - 3500K	LED FLOOD LIGHT, INDIRECTLY ARMED LED UPLIGHT AT ARCHES, MOUNTED IN CORNICE CAVITY PER ARCHITECTURAL DETAILS	120 V	17 W	11
W1	LED INSPIRATIONS	CH-5500S-KITFACTORY CUT1-3000K/DR-96W-24VDC-DIM	INTEGRAL LED - 3000K	LINEAR LED CHANNEL, FOR MILLWORK DISPLAY CASES, LENGTH PER MILLWORK DETAILS	277 V	3 W PER FT	12
W2	ILLUCIPER LIGHTING	LPK-1-48L-02A-30-4-PSA-40-12H-JB-1	INTEGRAL LED - 3000K	LED PINLIGHT 3000K FOR MILLWORK DISPLAY CASES, LOCATIONS PER DISPLAY MILLWORK	120 V	3 W	12
X1	LITHONIA	EDGR-1-G-EL-SD	INTEGRAL LED	SINGLE FACE EXIT EDGE LITE GREEN LETTERS CLEAR PANEL WITH NICAD BATTERY AND SELF DIAGNOSTICS	277 V	5 W	
X2	LITHONIA	EDGR-2-GMR-EL-SD	INTEGRAL LED	DOUBLE FACE EXIT EDGE LITE GREEN LETTERS MIRROR PANEL WITH NICAD BATTERY AND SELF DIAGNOSTICS	277 V	5 W	
Z	LITHONIA	OSF2-LED-3-A550-40K-WFL-MVOLT-MOUNT-D0B00	INTEGRAL LED - 3500K	LED FLOOD LIGHT, DIE CAST ALUMINUM CONSTRUCTION WITH WIDE FLOOD BEAM SPREAD, MOUNTED ON ROOF LIGHT BRIDGE	277 V	54 W	
AA	AMERICAN SCIENTIFIC LIGHTING	CCV21-24-3500K-D10-WL-17	INTEGRAL LED - 3500K	INTEGRAL LED LINEAR SCOOCE WITH RECYCLED END CAPS, 3500K 2550 LUMENS OUTPUT	277 V	24 W	
BB	JUNO	FIXTURE #T283L-35-K-F-BLUT770BL/7574BL TRACK #T4BLUT28BL	INTEGRAL LED - 3500K - 2200K	TRACK MOUNTED ADJUSTABLE LED HEAD WITH BARN DOORS	277 V	26 W	
CC	ETC	4M36L	INTEGRAL LED - 3000K	PIPE MOUNTED STUDIO LIGHTING INSTRUMENT AT "DAS"	120 V	14 W	
DD	SISTEMALUX	S 8503-277-19	INTEGRAL LED - 3000K	RECESSED LED UPLIGHTING, FLUSH MOUNTED AT ENTABLATURE COLUMNS	277 V	18 W	
EE	PAL LIGHTING	PH2-HO-435-XX-W-FINISH-277	INTEGRAL LED - 3500K	CONTINUOUS LED ASYMETRIC INDIRECT UPLIGHT SURFACE WALL MOUNT 3500K WITH CUSTOM MITERED CORNERS	277 V	40 W PER 4 FT	5
FF	LUMENPLUSE	#1GGRO-277-48"-30K-30W60-SAM-SI-DIM/1(2) LOGLCD-50/1(10) LOGLCD-4"	INTEGRAL LED - 3000K	LINEAR LED SYMMETRIC 30/60 DEGREE DISTRIBUTION WITH ADJUSTABLE BRACKET AND INTEGRAL POWER SUPPLY, LEADER CABLES AND JUMPER CABLES AS REQUIRED	277 V	34 W PER FT	5
GG	WINONA	WSL211W-LCB-XX-MSL4-200AD4-300EG-LLP6A-24-FEED7-SGM/POWER SUPPLY	INTEGRAL LED - 3500K	LINEAR LED SYMMETRIC 30 DEGREES DISTRIBUTION WITH ADJUSTABLE BRACKET AND REMOTE LOW VOLTAGE POWER SUPPLY	277 V	50 W PER 4 FT	
HH	SELUX	#136-1A35-35-A2-SF2-07-WH-277-DIM	INTEGRAL LED - 3500K	LINEAR ASYMETRIC WALL WASHERS AT PORTAL DISPLAYS, PLASTER FLANGE MOUNT, FIXTURES MOUNTED AT 30" AWAY FROM WALL	277 V	63 W	
JJ	LITHONIA	Z12B15-MVOLT-HC36-WG2-46	(1) 28W 15	4 FOOT FLUORESCENT 1-LAMP STRIP FIXTURE 1-4GA WHITE POWDER COAT WIRE GUARD	277 V	50 W	
LL	BOGHELLI	BS10BLD-4-34-50-WH1-120-277-SM	INTEGRAL LED - 4100K	ENCLOSED AND GASKETED "BROGLAS" FLUORESCENT FIXTURE, PROVIDED WITH BATTERY BACKUP	277 V	100	
MM	ELIPTIPAR	S215-M442-1-02-8-00-0-35-00	INTEGRAL LED - 3500K	4FT LINEAR ASYMETRIC LED SEMI-RECESSED WALL MOUNT INDIRECT WITH INTEGRAL DRIVER	277 V	97 W	
NN	GOTHAM	EVO-35-45-6AR-MD-LSS-MVOLT-E210	INTEGRAL LED - 3500K	6" ROUND LED DNLIT WITH 4500 LUMENS, 3500K SEMI SPECULAR REFLECTOR WITH FINISH FLANGE	277 V	47 W	
PP	SELUX	L125R1-1L35-35-L1-RC-004-WH-277-NC	INTEGRAL LED - 3500K	WET RATED RECESSED LINEAR LED FIXTURES IN 4FT MODULES TO FORM A CONTINUOUS RUN MOUNTED IN THE BALCONIES SOFFIT OVERHANG	277 V	40 W	

R.C.P. LEGEND

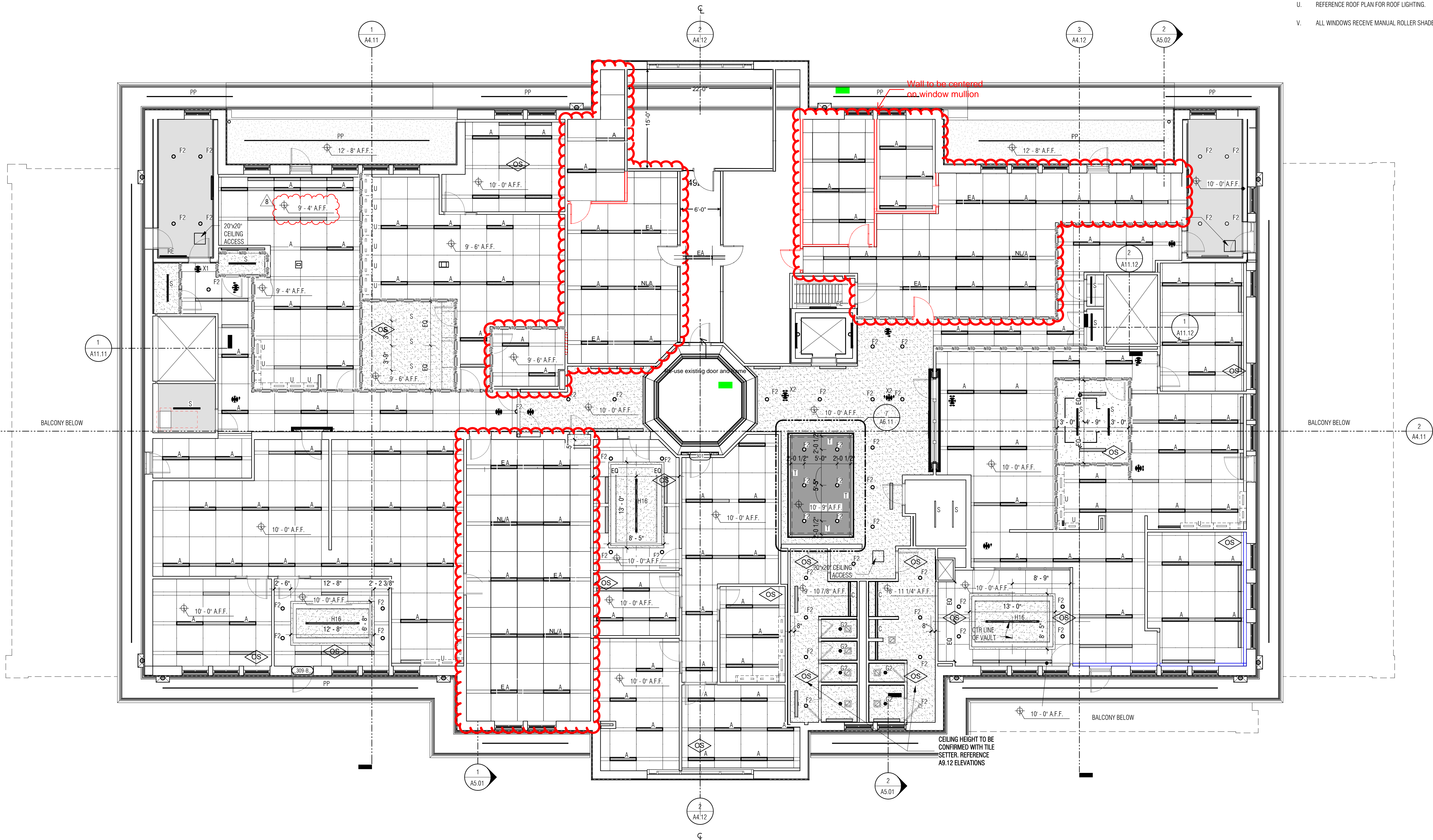


RCP GENERAL NOTES

- A. THIS PLAN IS FOR LOCATION OF LIGHT FIXTURES AND OTHER CEILING PLAN ELEMENTS ONLY. REFER TO ENGINEERING DRAWINGS ADDITIONAL INFORMATION INCLUDING SWITCHING, CIRCUITING, AND LIFE SAFETY EQUIPMENT.
- B. LAY IN CEILINGS SHALL BE INSTALLED CENTERED IN THE ROOM, EACH WAY, UNLESS NOTED OTHERWISE.
- C. REFERENCE MILLWORK SHEETS FOR MILLWORK LIGHTING.
- D. REFERENCE SITE PLAN PER SITE LIGHTING.
- E. LIGHT FIXTURES ARE DIMENSIONED TO CENTERLINE OF FIXTURE, UNLESS NOTED OTHERWISE.
- F. DISCREPANCIES BETWEEN ARCHITECTURAL AND ENGINEERING DRAWINGS OR BETWEEN THE DRAWINGS AND FIELD CONDITIONS SHALL BE CLARIFIED WITH THE ARCHITECT BEFORE PROCEEDING WITH INSTALLATION.
- G. ALL FIXTURES SHALL BE INSTALLED IN CENTER OF CEILING TILE UNLESS NOTED OTHERWISE. DISCREPANCIES WITH LIGHT FIXTURES, SWITCHES, THERMOSTATS, OR DIFFUSERS AS TO LOCATION BETWEEN ARCHITECTURAL AND ENGINEERING DRAWINGS OR BETWEEN THE DRAWINGS AND FIELD CONDITIONS SHALL BE CLARIFIED WITH THE ARCHITECT BEFORE PROCEEDING WITH INSTALLATION.
- H. FINAL SPRINKLER HEAD LOCATIONS TO BE COORDINATED WITH DESIGN-BUILD SUBCONTRACTOR. HEADS TO BE CENTERED IN GRID CEILINGS AND ALIGNED IN HARD CEILINGS.
- J. LIGHTING FIXTURE LETTER DESIGNATIONS CORRESPOND TO SCHEDULE ON ELECTRICAL DRAWINGS.
- K. REFER TO SHOP DRAWINGS FOR FIRE ALARMS, DETECTORS AND SPRINKLER HEADS.
- L. EQUALLY SPACE THE LIGHT FIXTURES IN CORRIDORS.
- M. SPACE GYPSUM BOARD CONTROL JOINTS 30"-0" O.C. MAXIMUM. VERIFY FINAL LOCATION WITH ARCHITECT PRIOR TO INSTALLATION.
- N. COMBUSTIBLE BULKHEAD FRAMING ENCLOSING RETURN AIR PLENUMS SHALL BE COVERED WITH FIRE TAPED GYPSUM DRYWALL ON INTERIOR BULKHEAD SURFACES UP TO THE RATED DRYWALL CEILING AT THE BOTTOM OF THE STRUCTURAL FLOOR OR ROOF FRAMING ABOVE. FURRED CEILING ENCLOSING RETURN AIR PLENUMS SHALL BE CONSTRUCTED USING A SUSPENDED LIGHT GAGE METAL DRYWALL CEILING SYSTEM. NO COMBUSTIBLE MATERIALS ARE TO BE EXPOSED INSIDE RETURN AIR PLENUM SPACES. REFER TO MECHANICAL PLANS.
- P. ALL MAIN AND BRANCH SPRINKLER LINES ARE TO BE RUN WITHIN THE ROOF STRUCTURE SPACE WHEREVER POSSIBLE. WHEN LINES ARE RUN BELOW ROOF STRUCTURE, THEY ARE TO BE HELD AS HIGH AND TIGHT AS POSSIBLE TO BOTTOM OF STRUCTURE. ALL LINES ARE TO BE SUSPENDED FROM TOP JOIST AND GRIDER CHORDS.
- Q. ALL DUCT WORK TO BE HELD AS HIGH AND TIGHT AS POSSIBLE TO BOTTOM OF ROOF OR FLOOR STRUCTURE. DUCT TO BE SUPPORTED FROM TOP ROOF JOIST AND GRIDER CHORDS.
- R. DO NOT SUSPEND ANY ITEMS FOR HORIZONTAL BRIDGING OR X-BRACING, OR PIPING AND CONDUITS OR ANY WORK BY OTHER TRADES.
- S. UNLESS OTHERWISE INDICATED, EACH SUBCONTRACTOR AND GENERAL CONTRACTOR IS RESPONSIBLE FOR ADEQUATELY BRACING AND SUPPORTING ALL ITEMS FROM THE ROOF STRUCTURE FOR GRAVITY LOADS AND TO RESIST SEISMIC MOVEMENTS AS REQUIRED BY ALL APPLICABLE CODES. ANY BRACING WITH SIGNIFICANT VISUAL IMPACT IS SUBJECT TO ARCHITECT REVIEW AND APPROVAL.
- T. REFERENCE A4.31 FOR CUPOLA LIGHTING.
- U. REFERENCE ROOF PLAN FOR ROOF LIGHTING.
- V. ALL WINDOWS RECEIVE MANUAL ROLLER SHADES EXCEPT THOSE RECEIVING POWERED ROLLER SHADES

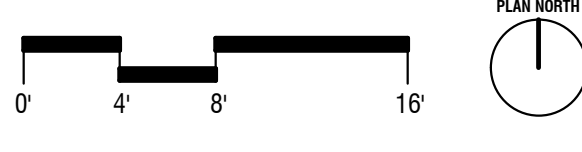
LIGHTING FIXTURE SCHEDULE COMMENTS

- ① SEE ELECTRICAL DRAWINGS FOR LOCATION OF EMERGENCY BATTERY POWERED VERSIONS OF THIS FIXTURE.
- ② APPROPRIATE FIXTURE LENGTH DETERMINED BY LENGTH OF OVERALL STRING. SEE R.C.P. AND MANUFACTURED REQUIREMENTS.
- ③ INVERTER FOR EMERGENCY PATH OF EGRESS FIXTURES, MOUNTED IN ELECTRICAL ROOM.
- ④ SHOWN ON DIMENSION FLOOR PLAN
- ⑤ REFERENCE A4.31 FOR CUPOLA LIGHTING
- ⑥ FINAL MOUNTING HEIGHT TO BE APPROVED BY ARCHITECT
- ⑦ FIXTURE REQUIRES REMOTE DRIVER
- ⑧ FIXTURE LOCATED ON ROOF PLAN
- ⑨ FIXTURE TO BE PAINTED IN FIELD. GENERAL CONTRACTOR TO COORDINATE WORK BETWEEN SUB-CONTRACTORS
- ⑩ REF. STAIR DETAIL SHEETS ETL BAL
- ⑪ REFERENCE A2.02 FOR LIGHTING
- ⑫ LIGHTING LOCATED IN LOBBY DISPLAY CABINETS. REF. MILLWORK SHEETS FOR LOCATIONS.



REFLECTED CEILING PLAN - LEVEL 3

1/8" = 1'-0"

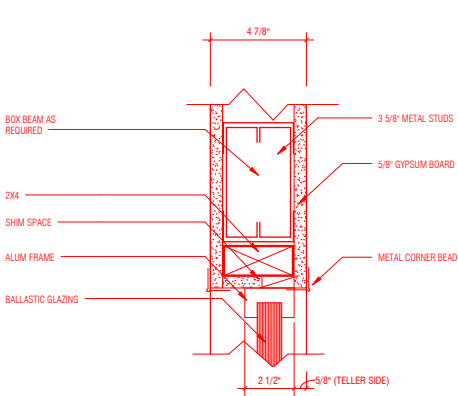


PARTITION TYPES

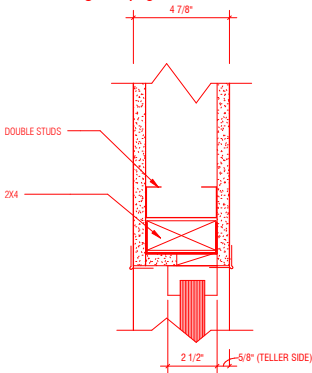
MARK	1st DIGIT: STRUCTURE / THICKNESS		MARK	2nd DIGIT: FINISH					MARK	3rd DIGIT: SPECIAL CONDITIONS		
	MATERIAL	THICKNESS		GYPSUM BOARD						DISCRIPTION	XXXXXXXXXX	
				SINGLE LAYER	DOUBLE LAYER	SHAFT LINER						
				1 SIDE	2 SIDES	1 SIDE	2 SIDES					
A	METAL STUDS	3 5/8"	1	●				1H	1 HOUR			
B	METAL STUDS	6"	2		●			2H	2 HOUR	XX/AX/XX		
C	METAL STUDS	1 5/8"	3	●		●		SD	SOUND RATED		XX/AX/XX	
D	METAL STUDS	2 1/2"	4				●					
E	HAT CHANNEL	7/8"	5			●						
F	HAT CHANNEL	1 1/2"	6									
G	C-H METAL STUD	4"	7	●								
H	DOUBLE METAL STUD	9"										
J	METAL											

DIMENSION CONTROL PLAN GENERAL NOTES

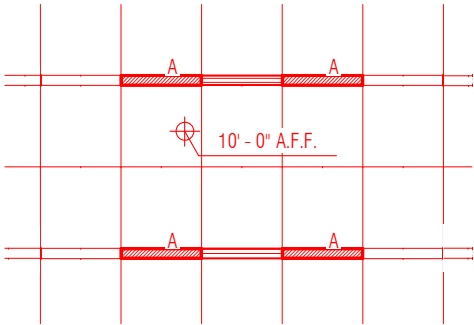
- 1
- DIMENSIONS ARE TO FACE OF FINISH MATERIAL. UNLESS NOTED OTHERWISE. DIMENSIONS TO EXTERIOR WALLS ARE TO FINISH FACE OF SILL WALL. CLEAR DIMENSIONS SHALL NOT VARY AND ARE MEASURED AT THE FLOOR LINE.
- 2
- COORDINATE, CONFIRM AND VERIFY ALL DIMENSIONS, WHERE APPLICABLE, WITH STRUCTURAL, MECHANICAL, ELECTRICAL AND PLUMBING ELEMENTS.
- 3
- UNDER NO CIRCUMSTANCES SHALL DIMENSIONS BE DIRECTLY MEASURED FROM THIS DOCUMENT.
- 4
- PARTITION TYPES SHALL BE TYPE A2 WITH ACOUSTICAL BATTS 1 HR RATED TO DECK UNLESS OTHERWISE NOTED.
- 5
- ALL GYPSUM BOARD IS 5/8" THICK UNLESS OTHERWISE NOTED. REFER TO SPECIFICATION SECTION 092900 GYPSUM BOARD FOR TYPE AND LOCATION.
- 6
- PROVIDE RATED DECK CLOSURE AT ALL FIRE RATED PARTITIONS AS REQUIRED BY CODE. REFER TO DETAILS.
- 7
- ALL LETTER AND NUMBER DESIGNATIONS LISTED IN THE SCHEDULES ABOVE MAY NOT BE USED.



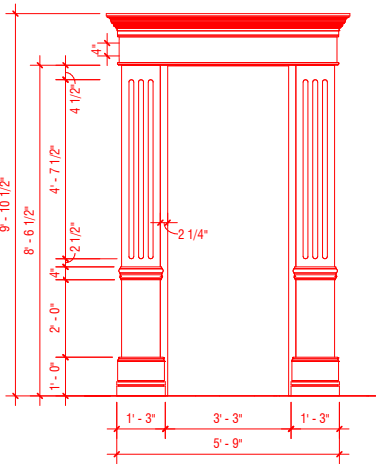
1 HEAD
3" = 1'-0"



2 JAMB
3" = 1'-0"



3 TYPICAL RCP



8 DEPT. ENTRY CORRIDOR
3/8" = 1'-0"

Mechanical sheet- option #1

Item 20.

OPTION #1

BIRD CONTROL DEVICES ON HORIZONTAL SURFACE OF PATIO ENTABLATURE- TYP

Wall to be centered on window mullion

RAILING TYPE B

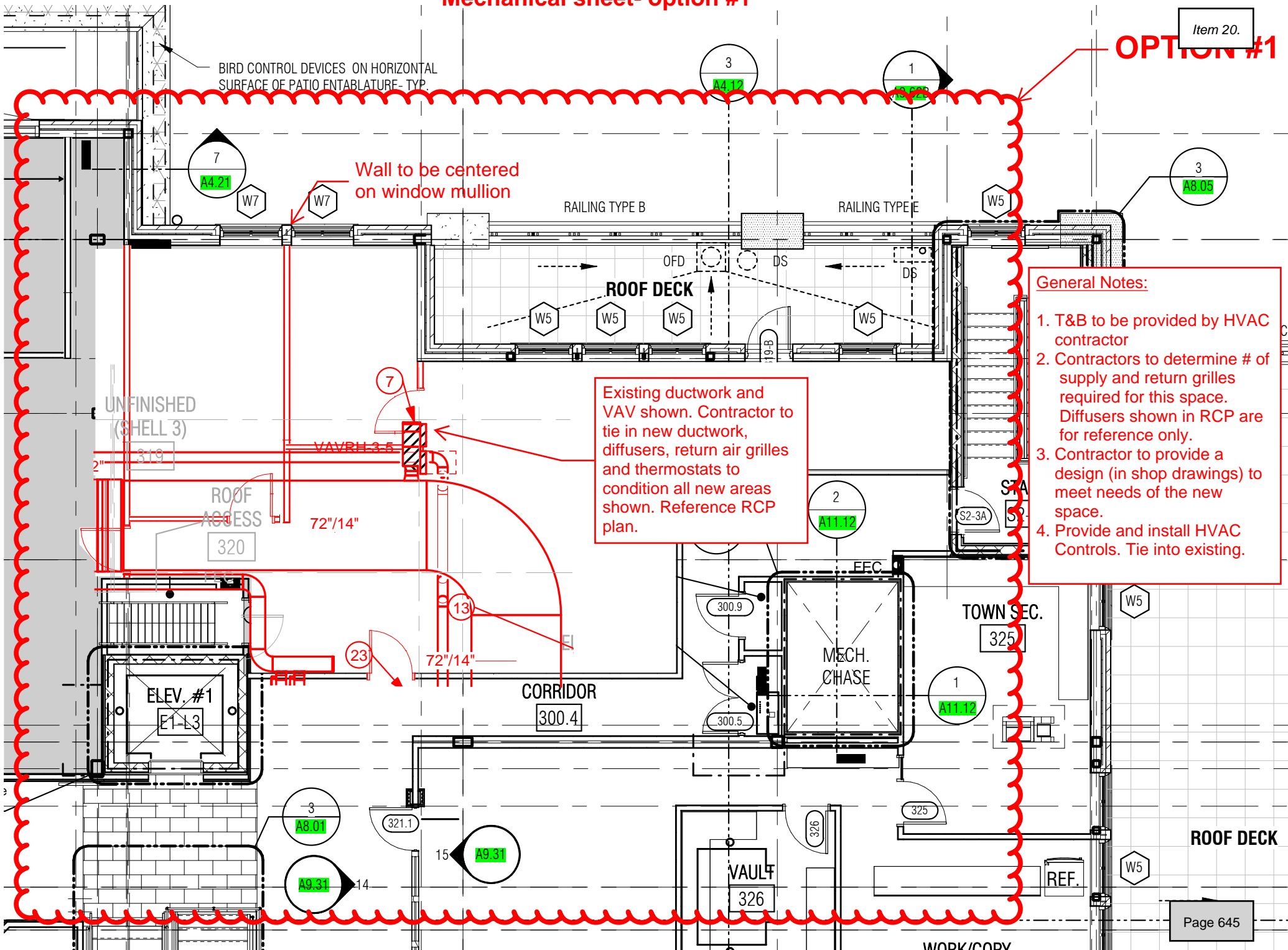
RAILING TYPE E

ROOF DECK

Existing ductwork and VAV shown. Contractor to tie in new ductwork, diffusers, return air grilles and thermostats to condition all new areas shown. Reference RCP plan.

General Notes:

1. T&B to be provided by HVAC contractor
2. Contractors to determine # of supply and return grilles required for this space. Diffusers shown in RCP are for reference only.
3. Contractor to provide a design (in shop drawings) to meet needs of the new space.
4. Provide and install HVAC Controls. Tie into existing.



ROOF DECK

RCP- Option #1

Item 20.

OPTION #1

BIRD CONTROL DEVICES ON HORIZONTAL SURFACE OF PATIO ENTABLATURE- TYP.

Wall to be centered on window mullion

RAILING TYPE B

RAILING TYPE E

ROOF DECK

RAILING TYPE C

STAIR 2

S2-L3

TOWN SEC.

325

CORRIDOR

300.4

ELEV. #1

E1-L3

VAULT

326

REF.

ROOF DECK

Fire Alarm/ Suppression:

- Tie into existing system
- Design to be submitted and reviewed by Bureau Veritas (system modification)
- No plan review fees or inspection fees
- Comply with TOP and NFPA Standards for coverage of this new space

All new areas to receive new grid, ceiling tile, light fixtures, occupancy sensors, and HVAC diffusers to match existing. See typical ceiling layout on detail 3 of plan details. Include 15 type A fixtures, 2 type EA fixtures, 3 Occupancy sensors, 2 emergency exit lights, and HVAC diffusers as needed for this space.

Electrical/ Technology- Option #1

Item 20.

OPTION #1

BIRD CONTROL DEVICES ON HORIZONTAL SURFACE OF PATIO ENTABLATURE- TYP.

Wall to be centered on window mullion

RAILING TYPE B

RAILING TYPE E

ROOF DECK

RAILING TYPE C

STAIR 2

S2-L3

TOWN SEC.

325

MECH. CHASE

ECC

CORRIDOR

300.4

ELEV. #1

E1-L3

This door to receive card reader and access control hardware tied into existing system

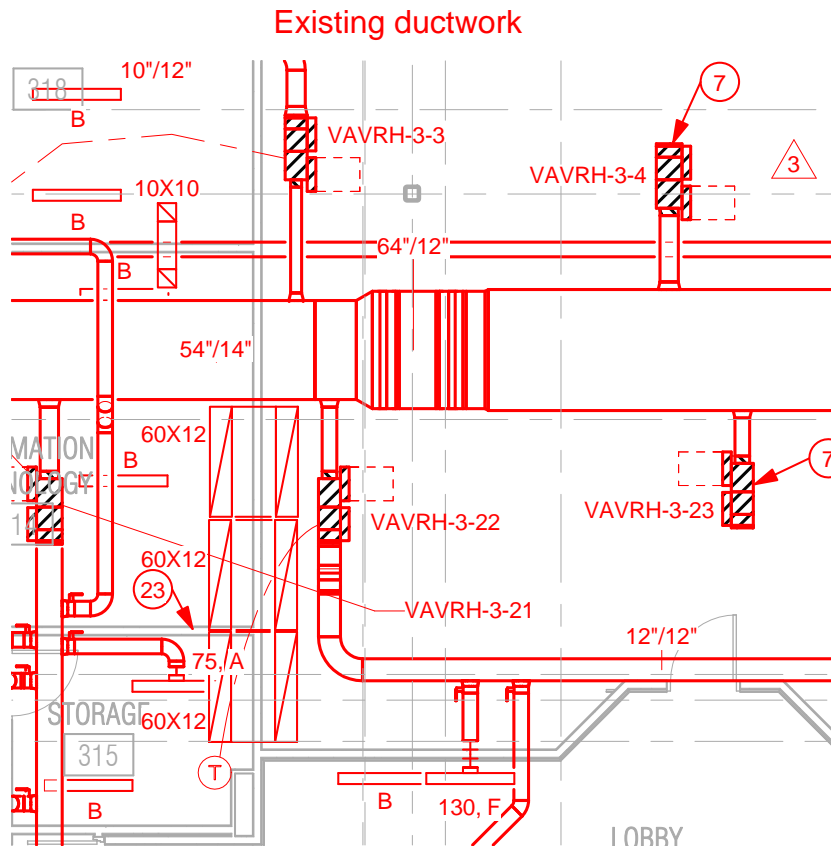
VAULT

326

REF.

ROOF DECK

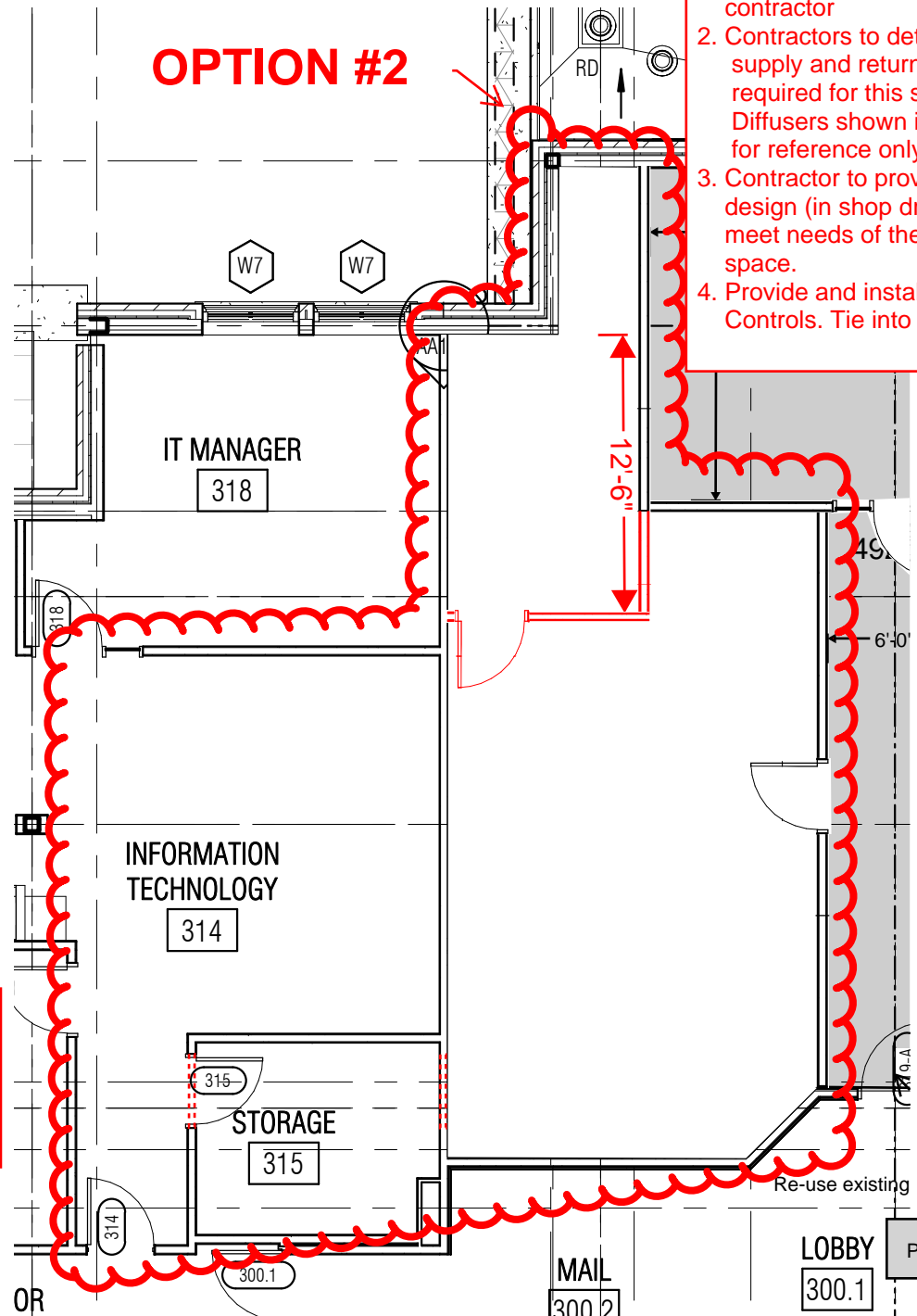
Mechanical sheet- option #2



Existing Notes:

1. VAVRH 3-4 and 3-23 are in use for the mayor's office build out. Confirm capacity and tie new ductwork, grilles, diffusers into these two VAV's

OPTION #2



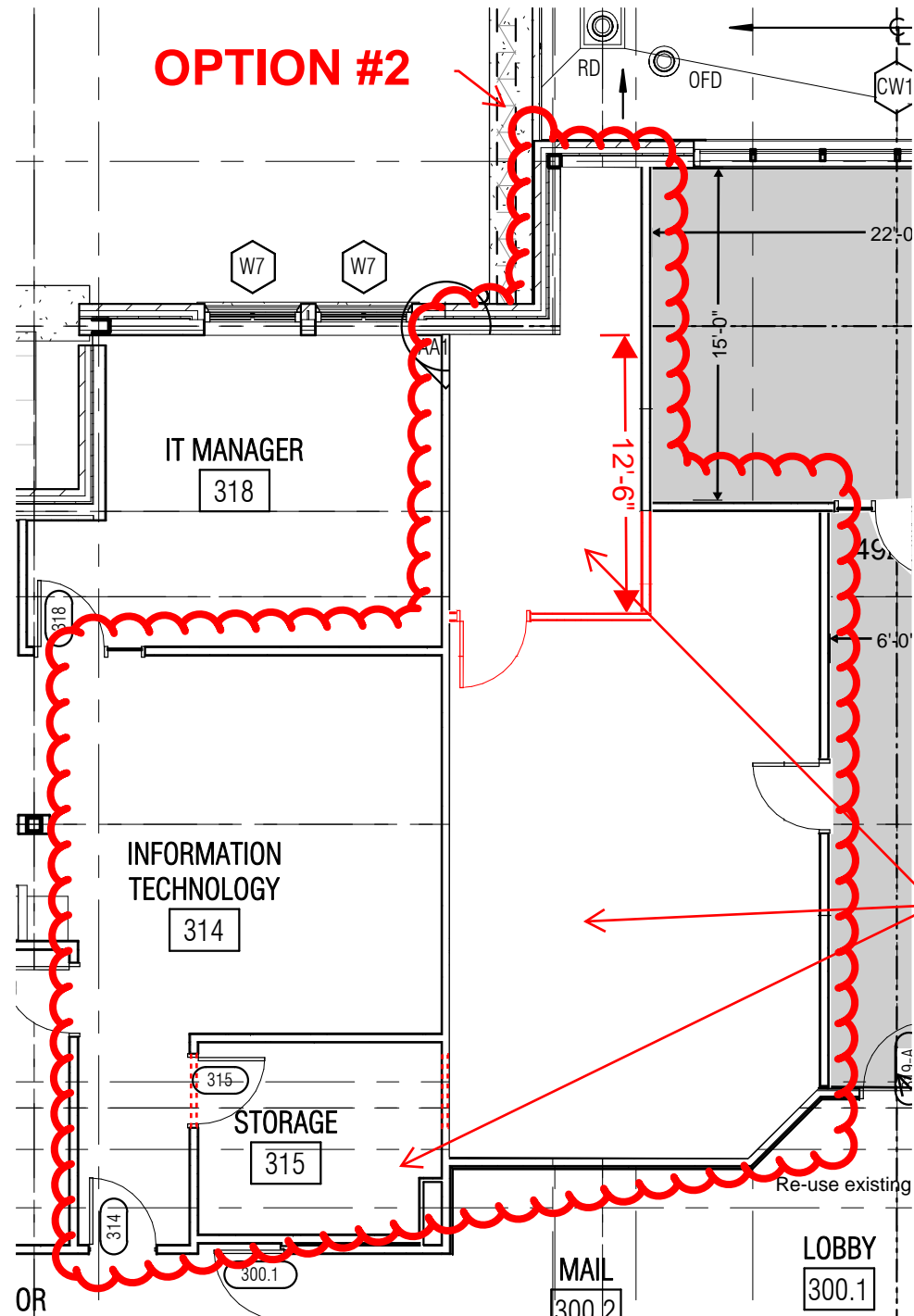
General Notes:

Item 20.

1. T&B to be provided by HVAC contractor
2. Contractors to determine # of supply and return grilles required for this space. Diffusers shown in RCP are for reference only.
3. Contractor to provide a design (in shop drawings) to meet needs of the new space.
4. Provide and install HVAC Controls. Tie into existing.

RCP- Option #2

Item 20.



Fire Alarm/ Suppression:

- Tie into existing system
- Design to be submitted and reviewed by Bureau Veritas (system modification)
- No plan review fees or inspection fees
- Comply with TOP and NFPA Standards for coverage of this new space

All new areas to receive new grid, ceiling tile, light fixtures, occupancy sensors, and HVAC diffusers to match existing. See typical ceiling layout on detail 3 of plan details. Include 6 type A fixtures, 2 type EA fixtures, 2 Occupancy sensors, 1 emergency exit lights, and HVAC diffusers as needed for this space. Provide and install 1 additional EA fixture to be installed in Mayor's Office hallway.

Item 20.



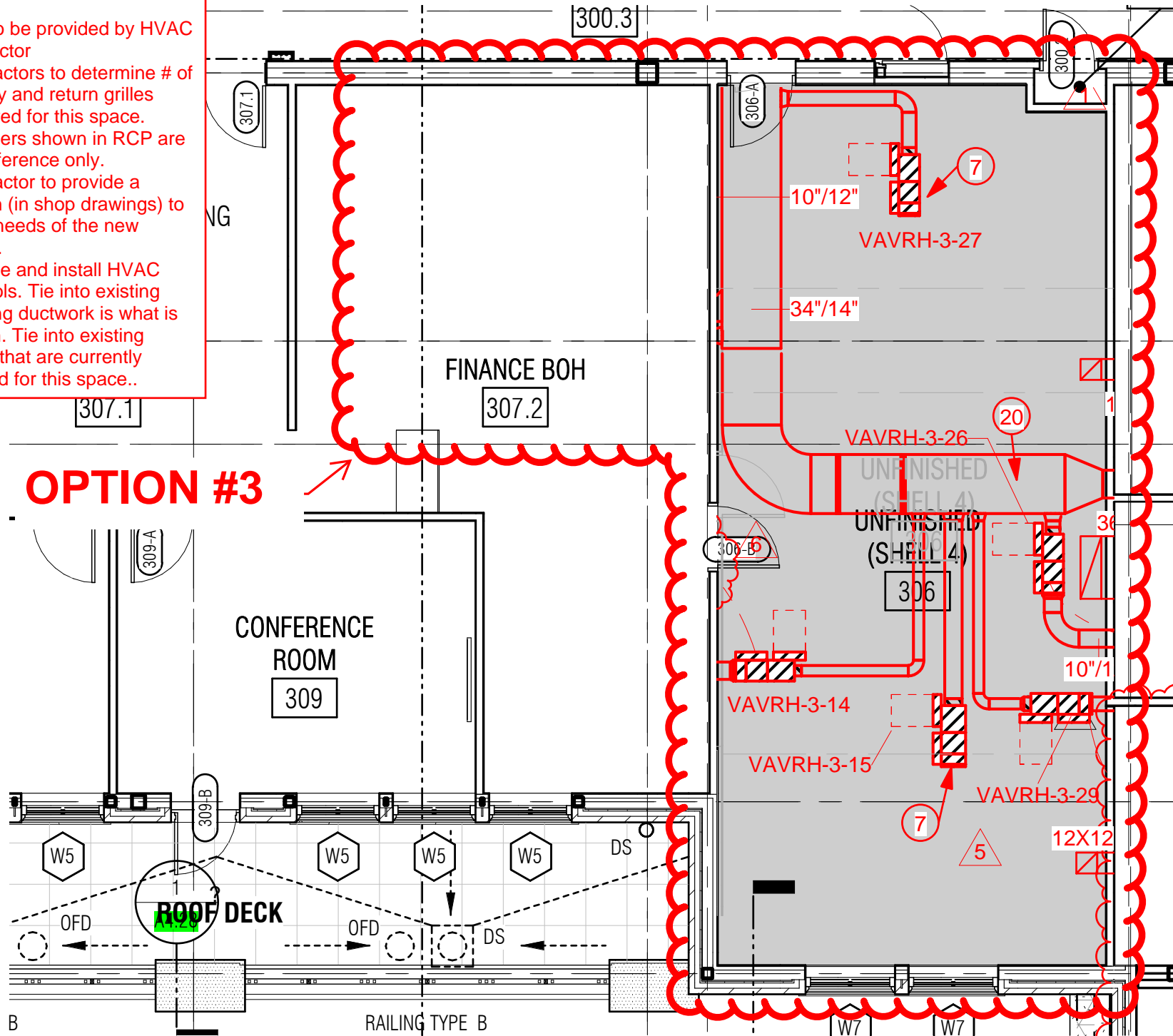
Mechanical sheet- option #3

Item 20.

General Notes:

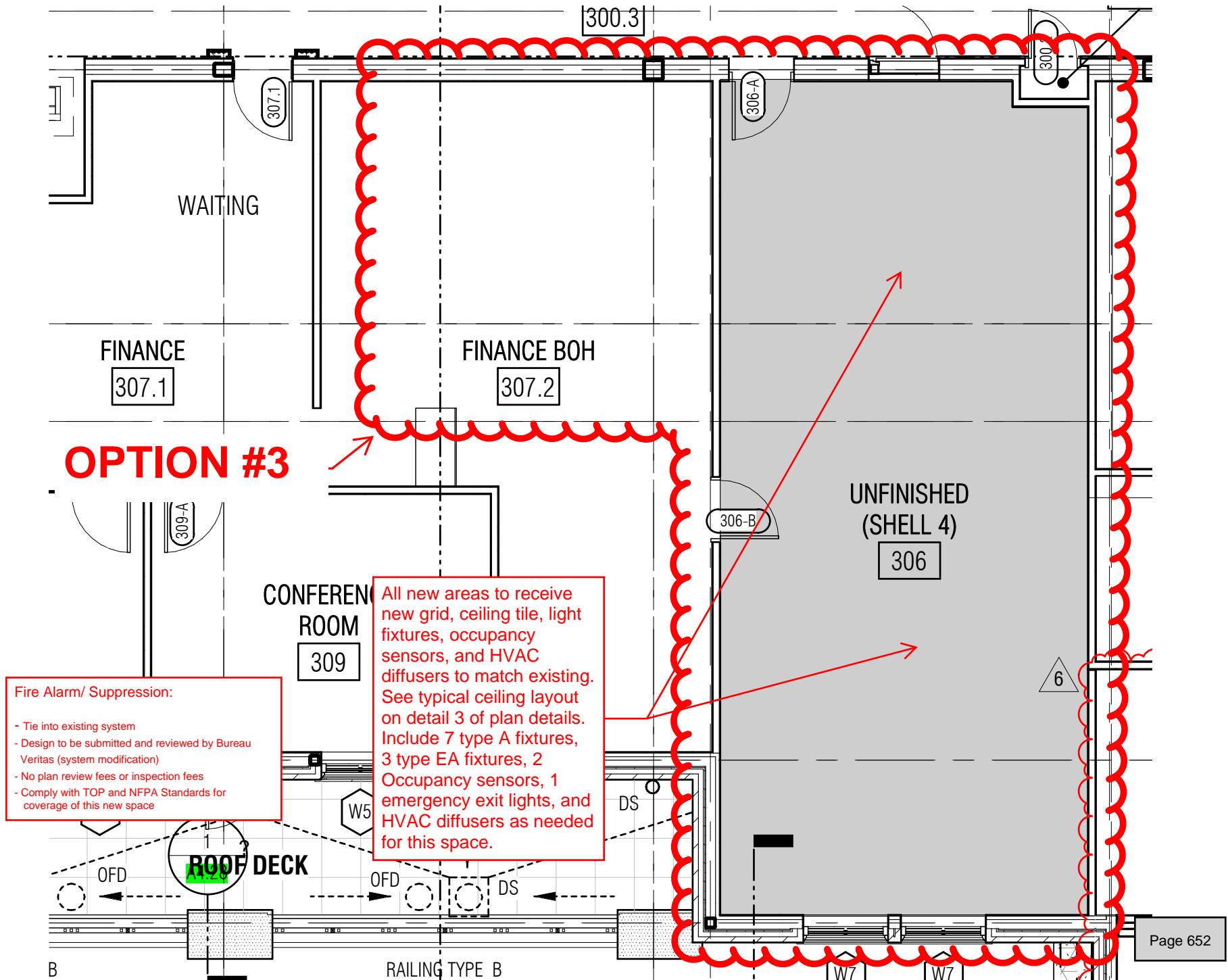
1. T&B to be provided by HVAC contractor
2. Contractors to determine # of supply and return grilles required for this space. Diffusers shown in RCP are for reference only.
3. Contractor to provide a design (in shop drawings) to meet needs of the new space.
4. Provide and install HVAC Controls. Tie into existing
5. Existing ductwork is what is shown. Tie into existing VAVs that are currently unused for this space..

OPTION #3

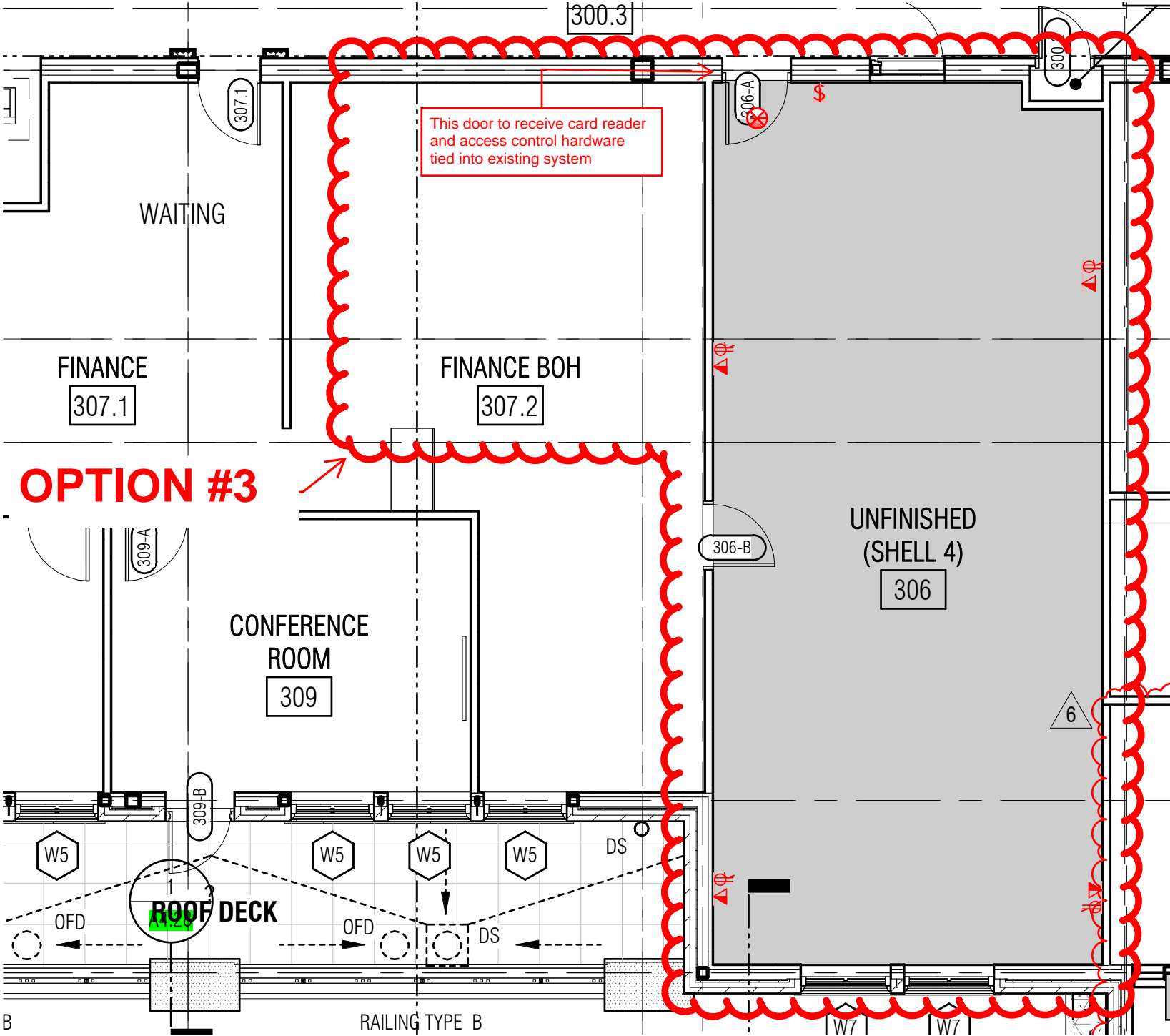


RCP- Option #3

Item 20.

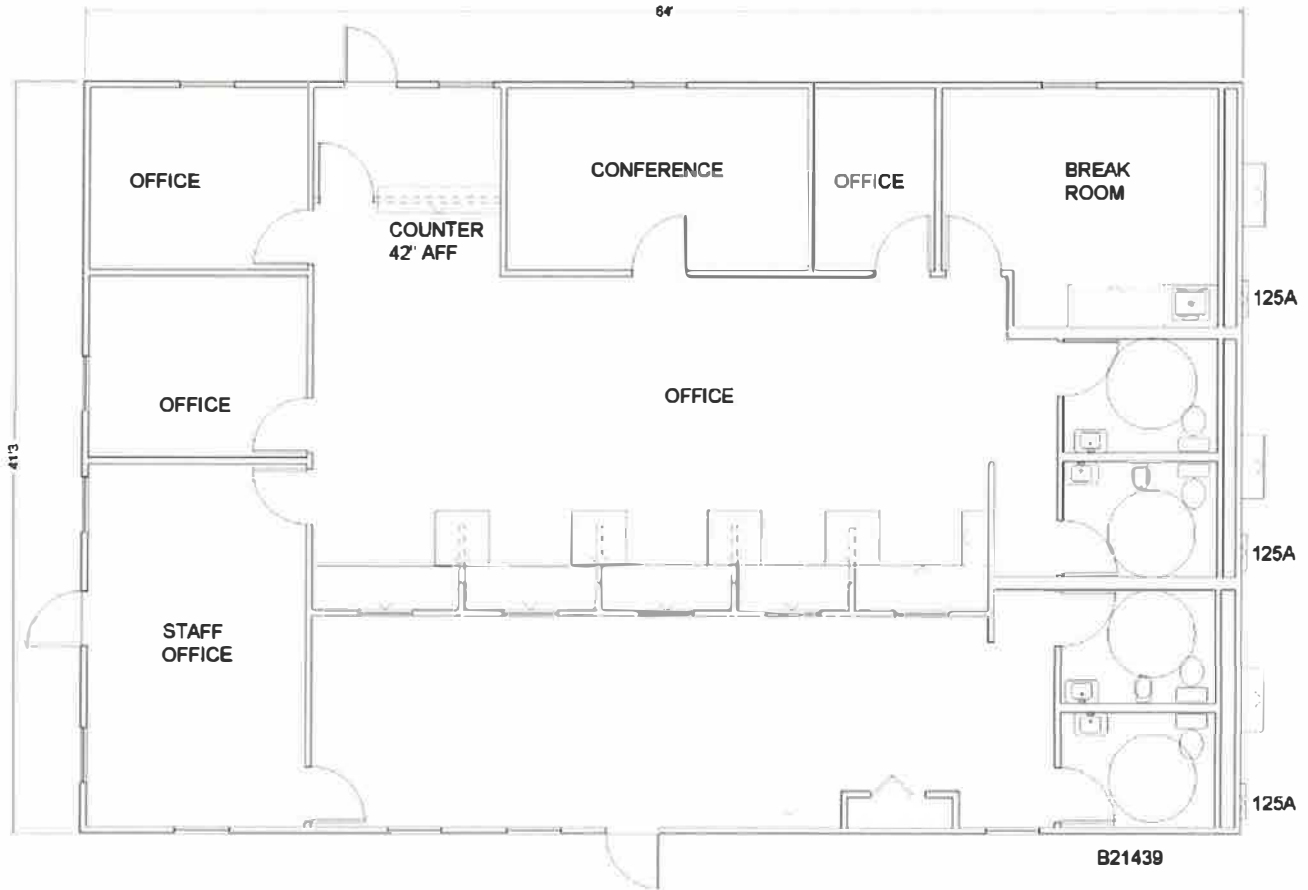


Electrical/ Technology- Option #3



Floor plan

**PROPOSED ADDITIONAL PUBLIC WORKS
MODULAR BUILDING**





Cost Proposal

To:
Town of Prosper
200 South Main Street
Prosper, TX 75078

Description: **Town Hall 3rd floor build out- Option #1**
Date: **7/31/2020**

Scope of Work	Description	Cost
01A- General Requirements		
Pogue Staff		\$ 7,500.00
Pogue Insurance		\$ 307.81
P&P Bond		\$ 3,327.92
Dumpsters		\$ 1,000.00
Maintenance Bond -2yr		\$ 5,670.00
Cleaning- Daily/ Final		\$ 1,000.00
Elevator protection		\$ 300.00
Dust Control		\$ 300.00
06A- Millwork	Provide and install wood base and wood portals to match existing	\$ 13,188.00
08A- Glazing	Provide glazing at doors and sidelites	\$ 3,150.00
08B- Door/ Hardware	Provide and install aluminum frames, hardware, and wood doors to match existing	\$ 10,271.10
09A- Framing/Drywall	Provide framing, drywall, and ceilings per plans	\$ 38,738.70
09B- Flooring	Provide labor only to install flooring. Attic stock material to be used	\$ 3,502.46
09B- Floor protection	As required at existing spaces	\$ 420.00
09C- Painting	Provide tape, bed and paint to match existing	\$ 6,774.60
22A- Fire Suppression	Add sprinkler heads as required to existing fire suppression system	\$ 5,460.00
23A- HVAC	Provide HVAC ductwork, insulation and grilles, as required to tie into existing VAV's	\$ 33,180.00
23B- Test and Balance	Provide Test and Balance of new space	\$ 2,520.00
26A- Electrical	Provide electrical as shown including power, lighting, and low voltage rough in	\$ 29,473.50
27A- Data cabling	Provide and install data cabling as shown	\$ 13,973.36
28B- Fire Alarm	Provide and install fire alarm as required tied into existing system	\$ 8,400.00
28C- Access Control	Provide access control at corridor entry only	\$ 6,037.50
CM Fee @ 5%		\$ 9,724.75

Total

\$ 204,219.70

Cost per S/F= \$ 187.70
Total SF= 1088

Clarifications

Temporary Electric excluded- (use existing)
Corner guards excluded
All Audio/ Visual scope excluded- Data cabling only included
Furniture excluded
Shop drawings included for Fire alarm and fire suppression only.
Pricing based on information in the attached drawing set, RED areas only
HVAC system to tie into existing VAV units. No equipment included in this pricing
No flooring material included in this proposal. Labor only included. Attic stock material will be used.
Door at corridor entry to include card reader and electrified hardware
Finishes to match existing
Contract to be standard AIA 101 language with standard A201 General Conditions
Inspection fees excluded
Permit fees excluded
Sales tax excluded
P&P Bond Excluded



Cost Proposal

To:
Town of Prosper
200 South Main Street
Prosper, TX 75078

Description: **Town Hall 3rd floor build out- Option #2**
Date: **7/31/2020**

Scope of Work	Description	Cost
01A- General Requirements		
Pogue Staff		\$ 7,500.00
Pogue Insurance		\$ 307.81
P&P Bond		\$ 1,929.67
Dumpsters		\$ 1,000.00
Maintenance Bond -2yr		\$ 3,330.00
Cleaning- Daily/ Final		\$ 1,000.00
Elevator protection		\$ 300.00
Dust Control		\$ 300.00
06A- Millwork	Provide and install wood base and wood portals to match existing	\$ 3,192.00
08A- Glazing	Provide glazing at doors and sidelites	\$ 2,100.00
08B- Door/ Hardware	Provide and install aluminum frames, hardware, and wood doors to match existing	\$ 1,031.10
09A- Framing/Drywall	Provide framing and drywall per plans	\$ 20,634.60
09B- Flooring	Provide labor only to install flooring. Attic stock material to be used	\$ 2,271.61
09B- Floor protection	As required at existing spaces	\$ 420.00
09C- Painting	Provide tape, bed and paint to match existing	\$ 5,275.20
22A- Fire Suppression	Add sprinkler heads as required to existing fire suppression system	\$ 4,357.50
23A- HVAC	Provide HVAC ductwork, insulation and grilles, as required to tie into existing VAV's	\$ 18,270.00
23B- Test and Balance	Provide Test and Balance of new space	\$ 1,680.00
26A- Electrical	Provide electrical as shown including power, lighting, and low voltage rough in	\$ 16,894.50
27A- Data cabling	Provide and install data cabling as shown	\$ 8,067.68
28B- Fire Alarm	Provide and install fire alarm as required tied into existing system	\$ 7,297.50
28C- Access Control	Provide access control at corridor entry only	\$ 6,037.50
CM Fee @ 5%		\$ 5,659.83

Total

\$ 118,856.50

Cost per S/F= \$ 173.26

Total SF= 686

Clarifications

Temporary Electric excluded- (use existing)
 Corner guards excluded
 All Audio/ Visual scope excluded- Data cabling only included
 Furniture excluded
 Shop drawings included for Fire alarm and fire suppression only.
 Pricing based on information in the attached drawing set, RED areas only
 HVAC system to tie into existing VAV units. No equipment included in this pricing
 No flooring material included in this proposal. Labor only included. Attic stock material will be used.
 Door at corridor entry to include card reader and electrified hardware
 Finishes to match existing
 Contract to be standard AIA 101 language with standard A201 General Conditions
 Inspection fees excluded
 Permit fees excluded
 Sales tax excluded
 P&P Bond Excluded



Cost Proposal

To:
Town of Prosper
200 South Main Street
Prosper, TX 75078

Description: **Town Hall 3rd floor build out- Option #3**
Date: **7/31/2020**

Scope of Work	Description	Cost
01A- General Requirements		
Pogue Staff		\$ 7,500.00
Pogue Insurance		\$ 307.81
P&P Bond		\$ 2,133.72
Dumpsters		\$ 1,000.00
Maintenance Bond -2yr		\$ 3,660.00
Cleaning- Daily/ Final		\$ 1,000.00
Elevator protection		\$ 300.00
Dust Control		\$ 300.00
06A- Millwork	Provide and install wood base and wood portals to match existing	\$ 2,152.50
08A- Glazing	Provide glazing at doors and sidelites	\$ 1,050.00
08B- Door/ Hardware	Provide and install aluminum frames, hardware, and wood doors to match existing	\$ 4,578.00
09A- Framing/Drywall	Provide framing and drywall per plans	\$ 16,831.50
09B- Flooring	Provide labor only to install flooring. Attic stock material to be used	\$ 2,499.13
09B- Floor protection	As required at existing spaces	\$ 420.00
09C- Painting	Provide tape, bed and paint to match existing	\$ 3,906.00
22A- Fire Suppression	Add sprinkler heads as required to existing fire suppression system	\$ 3,990.00
23A- HVAC	Provide HVAC ductwork, insulation and grilles, as required to tie into existing VAV's	\$ 26,250.00
23B- Test and Balance	Provide Test and Balance of new space	\$ 1,050.00
26A- Electrical	Provide electrical as shown including power, lighting, and low voltage rough in	\$ 13,723.50
27A- Data cabling	Provide and install data cabling as shown	\$ 19,073.21
28B- Fire Alarm	Provide and install fire alarm as required tied into existing system	\$ 7,297.50
28C- Access Control	Provide access control at corridor entry only	\$ 6,037.50
CM Fee @ 5%		\$ 6,253.02

Total

\$ 131,313.38

Cost per S/F= \$ 160.53
Total SF= 818

Clarifications

Temporary Electric excluded- (use existing)
Corner guards excluded
All Audio/ Visual scope excluded- Data cabling only included
Furniture excluded
Shop drawings included for Fire alarm and fire suppression only.
Pricing based on information in the attached drawing set, RED areas only
HVAC system to tie into existing VAV units. No equipment included in this pricing
No flooring material included in this proposal. Labor only included. Attic stock material will be used.
Door at corridor entry to include card reader and electrified hardware
Finishes to match existing
Contract to be standard AIA 101 language with standard A201 General Conditions
Inspection fees excluded
Permit fees excluded
Sales tax excluded
P&P Bond Excluded

Date: 7/31/2020
Reference #: 511268

Brenda Reber
Business Development Manager
972.804.4808 ph
brenda.reber@workspaceinteriorsod.com

Town of Prosper
Todd White
250 W. First Street
Prosper TX 75078

Town of Prosper - 319 ADMIN ANNEX

Item	Qty	Product	Sell Price:	Unit	Extended
1	1	Contract#R191812 Omnia Partners - New Contract Number		\$0.00	\$0.00
2	4	EVABB01 Binder Bin		\$27.22	\$108.88
		SF-Storage Paint Colors (Acc)	~STD	Standard Paint Colors	
		Standard Paint Colors (Acc)	SDT	Stone Dust (Textured Cappuccino)	
3	8	EVASS01R Slant Sorter, Right		\$17.37	\$138.96
		SF-Storage Paint Colors (Acc)	~STD	Standard Paint Colors	
		Standard Paint Colors (Acc)	SDT	Stone Dust (Textured Cappuccino)	
4	1	EVE8CP46 46" - Pass Thru Cable		\$61.46	\$61.46
5	1	EVE8CP76 76" - Pass Thru Cable		\$73.20	\$73.20
6	1	EVE8FR1 72" Long, Floor Power Entry, Front Fed, Snaps into Knockout of Base Raceway		\$124.80	\$124.80
7	1	EVE8PD36 36", Power Distribution Housing		\$78.83	\$78.83
8	2	EVE8PD54 54", Power Distribution Housing		\$87.27	\$174.54
9	1	EVE8RD1WHT #1 Utility Circuit, Duplex Receptacle, White		\$13.13	\$13.13
10	1	EVE8RD2 #2 Utility Circuit, Duplex Receptacle, Black		\$11.73	\$11.73
11	1	EVE8RDA A, Dedicated Circuit, Duplex Receptacle, Black		\$11.73	\$11.73
12	1	EVE8RDBWHT		\$13.13	\$13.13

Date: 7/31/2020
Reference #: 511268

Brenda Reber
Business Development Manager
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brenda.reber@workspaceinteriorsod.com

Town of Prosper
Todd White
250 W. First Street
Prosper TX 75078

Town of Prosper - 319 ADMIN ANNEX

Item	Qty	Product	Sell Price:	Unit	Extended
		B, Dedicated Circuit, Duplex Receptacle, White			
13	2	EVET5L36 36"w, Tasklight (Use w/ 42" or Wider Overhead or Shelf)		\$77.89	\$155.78
14	2	EVHC12R 12", Right, Single Cantilever		\$37.07	\$74.14
		20-Paint Colors ~STD Standard Paint Colors			
		Standard Paint Colors SDT Stone Dust (Textured Cappuccino)			
15	2	EVHC18L 18", Left, Single Cantilever		\$37.07	\$74.14
		20-Paint Colors ~STD Standard Paint Colors			
		Standard Paint Colors SDT Stone Dust (Textured Cappuccino)			
16	2	EVHC18R 18", Right, Single Cantilever		\$37.07	\$74.14
		20-Paint Colors ~STD Standard Paint Colors			
		Standard Paint Colors SDT Stone Dust (Textured Cappuccino)			
17	2	EVHCB2 Corner Brackets Left and Right (Pair)		\$10.32	\$20.64
		20-Paint Colors ~STD Standard Paint Colors			
		Standard Paint Colors SDT Stone Dust (Textured Cappuccino)			
18	2	EVHFB1 Flat bracket (Available in Black Only)		\$6.57	\$13.14
19	2	EVPCPA266 66"h, 2 Way Post, Includes Post, Hardware & Aluminum Trims		\$103.70	\$207.40
		20-Paint Colors (Alum + Metal) ~STD Standard Paint Colors			
		Standard Paint Options ~STD Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reve			
		nnectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal) SDT Stone Dust w/ Stone Dust Inlines (Textured Cappuccino)			
20	1	EVPCPA366 66"h, 3 Way Post, Includes Post, Hardware & Aluminum Trims		\$134.66	\$134.66
		20-Paint Colors (Alum + Metal) ~STD Standard Paint Colors			
		Standard Paint Options ~STD Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reve			

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Town of Prosper
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Item	Qty	Product		Sell Price:	Unit	Extended
		nnectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)	SDT	Stone Dust w/ Stone Dust Inlines (Textured Cappuccino)		
21	2	EVPERA54 54"h, End of Run Post, Includes Post, Hardware & Aluminum Trim			\$41.29	\$82.58
		20-Paint Colors (Alum + Metal)	~STD	Standard Paint Colors		
		Standard Paint Options	~STD	Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reve		
		nnectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)	SDT	Stone Dust w/ Stone Dust Inlines (Textured Cappuccino)		
22	1	EVPERA66 66"h, End of Run Post, Includes Post, Hardware & Aluminum Trim			\$45.99	\$45.99
		20-Paint Colors (Alum + Metal)	~STD	Standard Paint Colors		
		Standard Paint Options	~STD	Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reve		
		nnectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)	SDT	Stone Dust w/ Stone Dust Inlines (Textured Cappuccino)		
23	2	EVPF1S6630M 66"h x 30"w, Slatwall Panel (12" SW), Single Sided			\$403.10	\$806.20
		20-Frame Color (Panels)	~STD	Standard Paint Options		
		Standard Paint Options	~STD	Panels w/ Matching Horizontal Reveal		
		Panels w/ Matching Horizontal Reveal	SDT	Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal		
		10-Panel Fabric Grade - Outside Position 1 (39)	~GR1	Panel Grade 1		
		Grade 1 - Outside Position 1	O1	Outside Position 1		
		Fabric Grade 1	~PN	Pinpoint		
		Pinpoint	PN12	Delight		
		Grade Options - Outside Position 2 (39)	~GR1	Grade 1 Fabrics		
		Grade 1 - Outside Position 2	O2	Outside Position 2		
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A		
			TOR	MOMENTUM PACT HARBOUR		
		Grade Options - Outside Position 3 (39)	~GR1	Grade 1 Fabrics		
		Grade 1 - Outside Position 3	O3	Outside Position 3		
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A		
			TOR	MOMENTUM PACT HARBOUR		
		Grade Options - Inside Position 1 (39)	~GR1	Grade 1 Fabrics		
		Grade 1 - Inside Position 1	I1	Inside Position 1		
		Fabric Grade 1	~PN	Pinpoint		
		Pinpoint	PN12	Delight		
		Inside Position 2 (SW)	I2	ST		
		Grade Options - Inside Position 3 (39)	~GR1	Grade 1 Fabrics		
		Grade 1 - Inside Position 3	I3	Inside Position 3		
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A		

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Item	Qty	Product		Sell Price:	Unit	Extended
			TOR	MOMENTUM PACT HARBOUR		
24	2	EVPF1S6636M			\$464.51	\$929.02
		66"h x 36"w, Slatwall Panel (12" SW), Single Sided				
		20-Frame Color (Panels)	~STD	Standard Paint Options		
		Standard Paint Options	~STD	Panels w/ Matching Horizontal Reveal		
		Panels w/ Matching Horizontal Reveal	SDT	Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal		
		10-Panel Fabric Grade - Outside Position 1 (46)	~GR1	Panel Grade 1		
		Grade 1 - Outside Position 1	O1	Outside Position 1		
		Fabric Grade 1	~PN	Pinpoint		
		Pinpoint	PN12	Delight		
		Grade Options - Outside Position 2 (46)	~GR1	Grade 1 Fabrics		
		Grade 1 - Outside Position 2	O2	Outside Position 2		
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)		
			TOR	MOMENTUM PACT HARBOUR		
		Grade Options - Outside Position 3 (46)	~GR1	Grade 1 Fabrics		
		Grade 1 - Outside Position 3	O3	Outside Position 3		
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)		
			TOR	MOMENTUM PACT HARBOUR		
		Grade Options - Inside Position 1 (46)	~GR1	Grade 1 Fabrics		
		Grade 1 - Inside Position 1	I1	Inside Position 1		
		Fabric Grade 1	~PN	Pinpoint		
		Pinpoint	PN12	Delight		
		Inside Position 2 (SW)	I2	ST		
		Grade Options - Inside Position 3 (46)	~GR1	Grade 1 Fabrics		
		Grade 1 - Inside Position 3	I3	Inside Position 3		
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)		
			TOR	MOMENTUM PACT HARBOUR		
25	2	EVPFA6624			\$213.68	\$427.36
		66"h x 24"w, Segmented Fabric Acoustic Panel				
		20-Frame Color (Panels)	~STD	Standard Paint Options		
		Standard Paint Options	~STD	Panels w/ Matching Horizontal Reveal		
		Panels w/ Matching Horizontal Reveal	SDT	Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal		
		10-Panel Fabric Grade - Outside Position 1 (37)	~GR1	Panel Grade 1		
		Grade 1 - Outside Position 1	O1	Outside Position 1		
		Fabric Grade 1	~PN	Pinpoint		
		Pinpoint	PN12	Delight		
		Grade Options - Outside Position 2 (37)	~GR1	Grade 1 Fabrics		

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Item	Qty	Product	Sell Price:	Unit	Extended
		Grade 1 - Outside Position 2	O2	Outside Position 2	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Outside Position 3 (37)	~GR1	Grade 1 Fabrics	
		Grade 1 - Outside Position 3	O3	Outside Position 3	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Inside Position 1 (37)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 1	I1	Inside Position 1	
		Fabric Grade 1	~PN	Pinpoint	
		Pinpoint	PN12	Delight	
		Grade Options - Inside Position 2 (37)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 2	I2	Inside Position 2	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Inside Position 3 (37)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 3	I3	Inside Position 3	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
			TOR	MOMENTUM PACT HARBOUR	
26	1	EVPFA6630		\$236.90	\$236.90
		66"h x 30"w, Segmented Fabric Acoustic Panel			
		20-Frame Color (Panels)	~STD	Standard Paint Options	
		Standard Paint Options	~STD	Panels w/ Matching Horizontal Reveal	
		Panels w/ Matching Horizontal Reveal	SDT	Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal	
		10-Panel Fabric Grade - Outside Position 1 (42)	~GR1	Panel Grade 1	
		Grade 1 - Outside Position 1	O1	Outside Position 1	
		Fabric Grade 1	~PN	Pinpoint	
		Pinpoint	PN12	Delight	
		Grade Options - Outside Position 2 (42)	~GR1	Grade 1 Fabrics	
		Grade 1 - Outside Position 2	O2	Outside Position 2	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Outside Position 3 (42)	~GR1	Grade 1 Fabrics	
		Grade 1 - Outside Position 3	O3	Outside Position 3	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Inside Position 1 (42)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 1	I1	Inside Position 1	

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Item	Qty	Product	Sell Price:	Unit	Extended
		Fabric Grade 1	~PN	Pinpoint	
		Pinpoint	PN12	Delight	
		Grade Options - Inside Position 2 (42)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 2	I2	Inside Position 2	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Inside Position 3 (42)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 3	I3	Inside Position 3	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
			TOR	MOMENTUM PACT HARBOUR	
27	1	EVPFA6636		\$300.90	\$300.90
		66"h x 36"w, Segmented Fabric Acoustic Panel			
		20-Frame Color (Panels)	~STD	Standard Paint Options	
		Standard Paint Options	~STD	Panels w/ Matching Horizontal Reveal	
		Panels w/ Matching Horizontal Reveal	SDT	Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal	
		10-Panel Fabric Grade - Outside Position 1 (51)	~GR1	Panel Grade 1	
		Grade 1 - Outside Position 1	O1	Outside Position 1	
		Fabric Grade 1	~PN	Pinpoint	
		Pinpoint	PN12	Delight	
		Grade Options - Outside Position 2 (51)	~GR1	Grade 1 Fabrics	
		Grade 1 - Outside Position 2	O2	Outside Position 2	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Outside Position 3 (51)	~GR1	Grade 1 Fabrics	
		Grade 1 - Outside Position 3	O3	Outside Position 3	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Inside Position 1 (51)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 1	I1	Inside Position 1	
		Fabric Grade 1	~PN	Pinpoint	
		Pinpoint	PN12	Delight	
		Grade Options - Inside Position 2 (51)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 2	I2	Inside Position 2	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Inside Position 3 (51)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 3	I3	Inside Position 3	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	

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Item	Qty	Product		Sell Price:	Unit	Extended
			TOR	MOMENTUM PACT HARBOUR		
28	2	EVPFA6654 66"h x 54"w, Segmented Fabric Acoustic Panel			\$364.90	\$729.80
		20-Frame Color (Panels)	~STD	Standard Paint Options		
		Standard Paint Options	~STD	Panels w/ Matching Horizontal Reveal		
		Panels w/ Matching Horizontal Reveal	SDT	Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal		
		10-Panel Fabric Grade - Outside Position 1 (72)	~GR1	Panel Grade 1		
		Grade 1 - Outside Position 1	O1	Outside Position 1		
		Fabric Grade 1	~PN	Pinpoint		
		Pinpoint	PN12	Delight		
		Grade Options - Outside Position 2 (72)	~GR1	Grade 1 Fabrics		
		Grade 1 - Outside Position 2	O2	Outside Position 2		
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)		
			TOR	MOMENTUM PACT HARBOUR		
		Grade Options - Outside Position 3 (72)	~GR1	Grade 1 Fabrics		
		Grade 1 - Outside Position 3	O3	Outside Position 3		
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)		
			TOR	MOMENTUM PACT HARBOUR		
		Grade Options - Inside Position 1 (72)	~GR1	Grade 1 Fabrics		
		Grade 1 - Inside Position 1	I1	Inside Position 1		
		Fabric Grade 1	~PN	Pinpoint		
		Pinpoint	PN12	Delight		
		Grade Options - Inside Position 2 (72)	~GR1	Grade 1 Fabrics		
		Grade 1 - Inside Position 2	I2	Inside Position 2		
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)		
			TOR	MOMENTUM PACT HARBOUR		
		Grade Options - Inside Position 3 (72)	~GR1	Grade 1 Fabrics		
		Grade 1 - Inside Position 3	I3	Inside Position 3		
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)		
			TOR	MOMENTUM PACT HARBOUR		
29	2	EVPFP5424 54"h x 24"w, Segmented Premium Fabric Acoustic Panel			\$196.65	\$393.30
		20-Frame Color (Panels)	~STD	Standard Paint Options		
		Standard Paint Options	~STD	Panels w/ Matching Horizontal Reveal		
		Panels w/ Matching Horizontal Reveal	SDT	Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal		
		10-Panel Fabric Grade - Outside Position 1 (28)	~GR1	Panel Grade 1		
		Grade 1 - Outside Position 1	O1	Outside Position 1		

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Item	Qty	Product	Sell Price:	Unit	Extended
		Fabric Grade 1	~PN	Pinpoint	
		Pinpoint	PN12	Delight	
		Grade Options - Outside Position 2 (28)	~GR1	Grade 1 Fabrics	
		Grade 1 - Outside Position 2	O2	Outside Position 2	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Outside Position 3 (28)	~GR1	Grade 1 Fabrics	
		Grade 1 - Outside Position 3	O3	Outside Position 3	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Inside Position 1 (28)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 1	I1	Inside Position 1	
		Fabric Grade 1	~PN	Pinpoint	
		Pinpoint	PN12	Delight	
		Grade Options - Inside Position 2 (28)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 2	I2	Inside Position 2	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Inside Position 3 (28)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 3	I3	Inside Position 3	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
			TOR	MOMENTUM PACT HARBOUR	
30	5	EVPIC66			\$34.26 \$171.30
		66"h, Inline Panel Connector, Includes Post & Hardware, No Trim			
		20-Paint Colors (Inline Connectors)	~STD	Standard Paint Options	
		Standard Paint Options	~STD	Inline Connectors (Use w/ Matching Horizontal Reveal)	
		Inline Connectors (Use w/ Matching Horizontal Reveal)	SDT	Stone Dust Inline (Use w/ Matching Horizontal Reveal) (Textured (
31	2	EVPMP24GIP			\$120.59 \$241.18
		12"h x 24"w, Panel Mount Privacy Glass, Integrated Channel Extrusion with Aluminum Top Trim for Square Glass			
		20-Paint Colors	~STD	Standard Paint Colors	
		Standard Paint Colors	SDT	Stone Dust (Textured Cappuccino)	
		54-Privacy Glazing (47)	~I1	Privacy Glazing Option	
		Privacy Glazing (47)	FRST	Frosted	
32	1	EVPVPA266-56			\$103.70 \$103.70
		66"h, Pos.1 54", 2 66", Base Raceway, 2 Way Variable Height Post, Aluminum Trim			
		20-Paint Colors (Alum + Metal)	~STD	Standard Paint Colors	

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Item	Qty	Product	Sell Price:	Unit	Extended
		Standard Paint Options	~STD	Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reve	
		nnectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)	SDT	Stone Dust w/ Stone Dust Inlines (Textured Cappuccino)	
33	1	EVPVPA266-65 66"h, Pos.1 66", 2 54", Base Raceway, 2 Way Variable Height Post, Aluminum Trim		\$103.70	\$103.70
		20-Paint Colors (Alum + Metal)	~STD	Standard Paint Colors	
		Standard Paint Options	~STD	Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reve	
		nnectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)	SDT	Stone Dust w/ Stone Dust Inlines (Textured Cappuccino)	
34	2	EVS1223BBF 23"d x 15"w x 27.75"h, B/B/F Pedestal, Freestanding or Worksurface Supporting, 1200 Series		\$222.88	\$445.76
		SF-Storage Paint Colors	~STD	Standard Paint Colors	
		Standard Paint Colors	SDT	Stone Dust (Textured Cappuccino)	
35	4	EVS123033F 40.5"h x 30"w, Lateral File, 3 Drawer, All openings are Fixed Front, 1200 Series		\$575.24	\$2,300.96
		SF-Storage Paint Colors	~STD	Standard Paint Colors	
		Standard Paint Colors	SDT	Stone Dust (Textured Cappuccino)	
36	4	EVSCWB423H 3H x 42"w, Counterweight Balance, Lateral File		\$145.93	\$583.72
37	2	EVSLK12 Lock for Flipper Door Storage		\$19.23	\$38.46
38	2	EVSOF1254 14.5"h x 54"w, Overhead Flipper Door Storage Unit, Lock (NIC)		\$236.01	\$472.02
		SF-Storage Paint Colors	~STD	Standard Paint Colors	
		Standard Paint Colors	SDT	Stone Dust (Textured Cappuccino)	
39	2	EVT1860 18"d x 60"w, Lateral File Top		\$102.29	\$204.58
		SF-Lateral File Top Laminates	~TF	Thermally Fused Laminates (1" Thickness)	
		20-TF - Thermally Fused Laminates	SKC	Shaker Cherry	
		45-PVC Trim Colors	SKE	Shaker Cherry	
40	2	EVWSNSC2430 24"d x 30"w, Straight Rectangular Worksurface No Scoops, Exact Depth, Exact Width, 3mm PVC Edge Trim		\$53.49	\$106.98
		SF- Worksurface Laminates (Straight)	~TF	Thermally Fused Laminates (1" Thickness)	

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Item	Qty	Product	Sell Price:	Unit	Extended
		20-TF - Thermally Fused Laminates	SKC	Shaker Cherry	
		45-PVC Trim Colors	SKE	Shaker Cherry	
41	2	EVWSNSC2466		\$128.56	\$257.12
		24"d x 66"w, Straight Rectangular Worksurface No Scoops, Exact Depth, Exact Width, 3mm PVC Edge Trim			
		SF- Worksurface Laminates (Straight)	~TF	Thermally Fused Laminates (1" Thickness)	
		20-TF - Thermally Fused Laminates	SKC	Shaker Cherry	
		45-PVC Trim Colors	SKE	Shaker Cherry	
42	1	9PT5-3FR		\$1,020.40	\$1,020.40
		24"d x 24"w x 65.25"h, FFF, Storage, Right Wardrobe, 9100 SERIES, UNIVERSAL FILING			
		Metal File Case & Storage Front Paint Finishes	~STD	Metal File Case & Storage Front Paint Finishes (Global Standard Pa	
		Global Standard Paint Finishes	~GLO	Global Standard Colors	
		Global Standard Colors	T20	1-Cappucino (Textured Stone Dust)	
		Key Options	W500	C-Keyed For Lock #W500	
43	1	9PT5-3FR		\$1,020.40	\$1,020.40
		24"d x 24"w x 65.25"h, FFF, Storage, Right Wardrobe, 9100 SERIES, UNIVERSAL FILING			
		Metal File Case & Storage Front Paint Finishes	~STD	Metal File Case & Storage Front Paint Finishes (Global Standard Pa	
		Global Standard Paint Finishes	~GLO	Global Standard Colors	
		Global Standard Colors	T20	1-Cappucino (Textured Stone Dust)	
		Key Options	W501	C-Keyed For Lock #W501	
44	72	EVSC12		\$2.34	\$168.48
		Slot Cover, Covers the Slots of a Slotted Connector BTW Modules as well as Corner Post, Price is Per Foot			
		20-Paint Colors (PVC)	~STD	Standard Paint Colors	
		Standard Paint Colors PVC)	SDT	Stone Dust (Textured Cappuccino)	
45	4	1033.BK2.F.AR6		\$388.78	\$1,555.12
		Novo, Highback, Mesh Back, Standard Synchro, Multi-Adj Arms			
		Adjustable Lumbar Color Selection	AL1	Black	
		Lumbar Accent Color Selection	LA2	Nickel	
		Seat Depth Adjustment Option Selection	E3	Seat Depth Adjustment Upgrade	
		Cylinder Height Option	CH1	Standard Cylinder	
		Frame Color Selection	FC1	Black Frame	
		Base Selection	B17	Black Nylon Base	
		Caster Selecton	CS5	Carpet Casters	
		Novo Mesh Back Colors	MC21	Nickel Mesh	
		Fabric or Leather Upholstery Selection	FABRIC	Fabric Grade Selections	



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Item	Qty	Product	Sell Price:	Unit	Extended
		CA Technical Bulletin 133 Fire Std Option for Fabric Selection	~	No Selection	
		Fabric Grade Selections	FG3	Fabric Grade 3	
		Fabric Grade 3 Selection	SLICE	Slice Standard Color Selection	
		Slice Color Selection	CHARCOAL	Slice Charcoal	
		Packaging Options	UC	Back attached to seat, base separate	
46	1	Labor		\$1,400.00	\$1,400.00
		Labor to Receive, assemble and deliver			
				Total:	\$15,710.36



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Item	Qty	Product	Sell Price:	Unit	Extended
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Proposal Notes

Deposit Required:

Additional Information:

Date: 7/31/2020

Reference #: 511268

Brenda Reber
Business Development Manager
972.804.4808 ph
brenda.reber@workspaceinteriorsod.com

Town of Prosper
Todd White
250 W. First Street
Prosper TX 75078

Town of Prosper - 319 ADMIN ANNEX

Item	Qty	Product	Sell Price:	Unit	Extended
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TERMS AND CONDITIONS OF PURCHASE (FURNITURE)

- Office Depot, Inc. ("Office Depot") shall make commercially reasonable efforts to install all products as quickly as possible. However, any delivery and/or installation dates quoted to Customer are approximate, and Office Depot's obligation shall be only to deliver and/or install the products within a reasonable time. Also, due to certain factory shipment schedules, it is possible that Office Depot will be able to deliver and install portions of the job in phases. Customer will be invoiced for the items as they are delivered and payment will be due as set forth in Section 3 below.
- All prices are firm for thirty (30) days from date of proposal.
- Payment terms are net twenty (20) days from date of invoice, unless otherwise agreed to and as documented on the order or quote. Customer will be invoiced for items when delivery and installation (if applicable) is complete, and any punch issues are less than 10% of the value of the entire order. In no event shall payment be withheld for delivered products and services. Customer shall pay 90% of the invoice and may withhold 10% until completion of the job. The balance is payable immediately after any outstanding issues are resolved.
- All orders are subject to credit approval.
- Office Depot requires a minimum deposit equaling 50% on all orders over \$20,000. Said deposit will be applied to Customer's account until such product is delivered and invoiced. Each invoice, less its proportionate share of the deposit, will be due and payable as set forth in Section 4 above.
- All products and materials are subject to applicable taxes, as well as any applicable inbound freight and fabrication charges.
- An order is not cancelable once in production. "Quick ships" and fabric orders are not cancelable.
- Any quotation for special order products or materials shall be approved by an authorized Customer representative for correct product number, fabric, specifications and quantities. Any services rendered to Customer to change or modify the specification and layout before or during installation will be charged to Customer at prevailing rates. If such changes or modifications result in additional products, parts, materials or labor, they will be billed to Customer at prevailing rates.
- Delivery and installation services are conducted during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. If services are requested outside of normal business hours, if special handling or equipment is required, if moving of products other than delivered is required, or if there are any unusual condition not made known to Office Depot at the time of sale, extra labor charges at prevailing rates may apply.
- If during installation, additional products are necessary or required to complete the job, such additional products and labor will be charged to Customer at prevailing rates.
- Electric current, heat, hoisting and/or elevator service will be furnished without charge to Office Depot.
- Floors shall be smooth, level and free from debris, and concrete subject to dampness shall be waterproofed prior to delivery and installation of products.
- If Customer is unwilling or unable to accept delivery or installation of the products according to the specified schedule, the products will be stored at Customer's expense. Customer shall pay a warehouse charge payable monthly. Double handling of a product will be charged at our normal hourly rate.
- Office Depot makes no warranties, expressed or implied, as to merchantability or as the suitability of the products for any particular purpose, except those made by the manufacturer of the products. Any claim must be made to Office Depot in writing within five (5) days after delivery or installation of the products and if no claim is so received by Office Depot it will be conclusively presumed that Customer has accepted and that the products are as represented.
- No liability shall accrue against Office Depot as a result of breach of terms and conditions caused by any strike, act of God, lockout, accident, or delay beyond its control.
- Office Depot retains, and Customer hereby grants to Office Depot, a security interest in the products to secure the purchase price therefore. The products shall remain personal property regardless of being fixed to any real property. If Customer defaults in the payment of the purchase price when due, Office Depot shall have all rights and remedies granted by the Uniform Commercial Code. A finance charge of 2% per month (annual percentage rate 24%) will be charged on all past due balances. Customer shall pay all collection costs, including attorneys fee, in the event any claim is referred to a collection agency or attorney.
- Products shipped directly to Customer shall be the responsibility of Customer except if agreed in writing that Office Depot will provide delivery and installation services. The receiving Customer is responsible to inspect products and file any necessary freight claims with freight provider.
- Manufacturer warranties apply for parts only. Labor is not included.
- It is Customer's responsibility to furnish a certified electrician to "hardwire" cubicle stations to building power.
- All items set forth in the quotation are non-returnable.
- IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- Each party shall indemnify and hold harmless the other party from and against any and all third-party claims, demands, actions, suits, losses, liabilities, damages and all related costs and expenses, including without limitation reasonable attorneys' fees due to, arising from or relating to the negligent, willful or reckless act or omission of the indemnifying party.
- These terms and conditions shall be governed by the law of the State of Florida, without regard to conflict of laws principles.

Customer has read and understands these terms and conditions of purchase.

Customer: _____ Address: _____

Customer's Signature: _____ Title: _____

Print Name: _____ Date: _____



Date: 7/31/2020
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Town of Prosper
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250 W. First Street
Prosper TX 75078

Town of Prosper - 319 ADMIN ANNEX

Item	Qty	Product	Sell Price:	Unit	Extended
Special Instructions:					

Proposal valid for 30 days

Please note: a deposit is required on all furniture orders prior to order placement

One of the following is required prior to placing your order: Signed Terms and Condition, Furniture Agreement on file or a Workspace Interiors Furniture Addendum on file

Workspace Interiors may require additional credit information, prior to placing your order

The appropriate tax will be applied at the time of invoicing

This proposal contains **Special Order** items that are **Not Returnable**

Once an order is placed, cancellations are **Not Allowed**.

Estimated leadtime is subject to the manufactures production / shipping schedule

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Tonw of Prosper - 319 IT ANNEX

Item	Qty	Product	Sell Price:	Unit	Extended
1	1	Contract #R191812 Omnia Partners - New Contract Number		\$0.00	\$0.00
2	3	EVABB01 Binder Bin		\$27.22	\$81.66
		SF-Storage Paint Colors (Acc)	~STD	Standard Paint Colors	
		Standard Paint Colors (Acc)	SDT	Stone Dust (Textured Cappuccino)	
3	6	EVASS01R Slant Sorter, Right		\$17.37	\$104.22
		SF-Storage Paint Colors (Acc)	~STD	Standard Paint Colors	
		Standard Paint Colors (Acc)	SDT	Stone Dust (Textured Cappuccino)	
4	3	EVE8CP16 16" - Jumper Cable, Panel to Panel		\$45.99	\$137.97
5	1	EVE8FR1 72" Long, Floor Power Entry, Front Fed, Snaps into Knockout of Base Raceway		\$124.80	\$124.80
6	2	EVE8FR1 72" Long, Floor Power Entry, Front Fed, Snaps into Knockout of Base Raceway		\$124.80	\$249.60
7	4	EVE8PD36 36", Power Distribution Housing		\$78.83	\$315.32
8	2	EVE8PD48 48", Power Distribution Housing		\$86.80	\$173.60
9	3	EVE8RD1WHT #1 Utility Circuit, Duplex Receptacle, White		\$13.13	\$39.39
10	3	EVE8RD2 #2 Utility Circuit, Duplex Receptacle, Black		\$11.73	\$35.19
11	1	EVE8RD2WHT #2 Utility Circuit, Duplex Receptacle, White		\$13.13	\$13.13
12	3	EVE8RDA		\$11.73	\$35.19

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Tonw of Prosper - 319 IT ANNEX

Item	Qty	Product	Sell Price:	Unit	Extended
		A, Dedicated Circuit, Duplex Receptacle, Black			
13	3	EVE8RDBWHT B, Dedicated Circuit, Duplex Receptacle, White		\$13.13	\$39.39
14	1	EVECC121 21"H Cord Covers, Straight Panel Run, (6 per pack)		\$11.26	\$11.26
		20-Paint Colors (PVC) ~STD Standard Paint Colors			
		Standard Paint Colors PVC) SDT Stone Dust (Textured Cappuccino)			
15	4	EVET5L24 24"w, Tasklight (Use w/ 30" or Wider Overhead or Shelf)		\$72.73	\$290.92
16	2	EVET5L36 36"w, Tasklight (Use w/ 42" or Wider Overhead or Shelf)		\$77.89	\$155.78
17	1	EVHC18L 18", Left, Single Cantilever		\$37.07	\$37.07
		20-Paint Colors ~STD Standard Paint Colors			
		Standard Paint Colors SDT Stone Dust (Textured Cappuccino)			
18	1	EVHC18R 18", Right, Single Cantilever		\$37.07	\$37.07
		20-Paint Colors ~STD Standard Paint Colors			
		Standard Paint Colors SDT Stone Dust (Textured Cappuccino)			
19	3	EVHC18R 18", Right, Single Cantilever		\$37.07	\$111.21
		20-Paint Colors ~STD Standard Paint Colors			
		Standard Paint Colors SDT Stone Dust (Textured Cappuccino)			
20	2	EVHCB2 Corner Brackets Left and Right (Pair)		\$10.32	\$20.64
		20-Paint Colors ~STD Standard Paint Colors			
		Standard Paint Colors SDT Stone Dust (Textured Cappuccino)			
21	1	EVHFB1 Flat bracket (Available in Black Only)		\$6.57	\$6.57

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Tonw of Prosper - 319 IT ANNEX

Item	Qty	Product	Sell Price:	Unit	Extended
22	2	EVHMEG30R 28"h x 29"d, Metal End Gable, Right, Does NOT Support Two Adjoining Worksurfaces, Includes Leveling Glide and Sleeve 20-Paint Colors ~STD Standard Paint Colors Standard Paint Colors SDT Stone Dust (Textured Cappuccino)		\$104.63	\$209.26
23	1	EVHSR2924 23.38"h x .75"w x 12.5"d, Right, Support Leg, Use with 24" cantilever 20-Paint Colors ~STD Standard Paint Colors Standard Paint Colors SDT Stone Dust (Textured Cappuccino)		\$34.26	\$34.26
24	1	EVPCPA266 66"h, 2 Way Post, Includes Post, Hardware & Aluminum Trims 20-Paint Colors (Alum + Metal) ~STD Standard Paint Colors Standard Paint Options ~STD Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reve nnectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal) SDT Stone Dust w/ Stone Dust Inlines (Textured Cappuccino)		\$103.70	\$103.70
25	6	EVPERA54 54"h, End of Run Post, Includes Post, Hardware & Aluminum Trim 20-Paint Colors (Alum + Metal) ~STD Standard Paint Colors Standard Paint Options ~STD Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reve nnectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal) SDT Stone Dust w/ Stone Dust Inlines (Textured Cappuccino)		\$41.29	\$247.74
26	4	EVPF1S6636M 66"h x 36"w, Slatwall Panel (12" SW), Single Sided 20-Frame Color (Panels) ~STD Standard Paint Options Standard Paint Options ~STD Panels w/ Matching Horizontal Reveal Panels w/ Matching Horizontal Reveal SDT Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal 10-Panel Fabric Grade - Outside Position 1 (46) ~GR1 Panel Grade 1 Grade 1 - Outside Position 1 O1 Outside Position 1 Fabric Grade 1 ~PN Pinpoint Pinpoint PN12 Delight Grade Options - Outside Position 2 (46) ~GR1 Grade 1 Fabrics Grade 1 - Outside Position 2 O2 Outside Position 2 Fabric Grade 1 GPM1 Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A TOR MOMENTUM PACT HARBOUR Grade Options - Outside Position 3 (46) ~GR1 Grade 1 Fabrics Grade 1 - Outside Position 3 O3 Outside Position 3 Fabric Grade 1 GPM1 Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A		\$464.51	\$1,858.04

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Tonw of Prosper - 319 IT ANNEX

Item	Qty	Product	Sell Price:	Unit	Extended
		TOR	MOMENTUM PACT HARBOUR		
		Grade Options - Inside Position 1 (46)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 1	I1	Inside Position 1	
		Fabric Grade 1	~PN	Pinpoint	
		Pinpoint	PN12	Delight	
		Inside Position 2 (SW)	I2	ST	
		Grade Options - Inside Position 3 (46)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 3	I3	Inside Position 3	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
		TOR	MOMENTUM PACT HARBOUR		
27	2	EVPF1S6648M		\$576.00	\$1,152.00
		66"h x 48"w, Slatwall Panel (12" SW), Single Sided			
		20-Frame Color (Panels)	~STD	Standard Paint Options	
		Standard Paint Options	~STD	Panels w/ Matching Horizontal Reveal	
		Panels w/ Matching Horizontal Reveal	SDT	Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal	
		10-Panel Fabric Grade - Outside Position 1 (55)	~GR1	Panel Grade 1	
		Grade 1 - Outside Position 1	O1	Outside Position 1	
		Fabric Grade 1	~PN	Pinpoint	
		Pinpoint	PN12	Delight	
		Grade Options - Outside Position 2 (58)	~GR1	Grade 1 Fabrics	
		Grade 1 - Outside Position 2	O2	Outside Position 2	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
		TOR	MOMENTUM PACT HARBOUR		
		Grade Options - Outside Position 3 (58)	~GR1	Grade 1 Fabrics	
		Grade 1 - Outside Position 3	O3	Outside Position 3	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
		TOR	MOMENTUM PACT HARBOUR		
		Grade Options - Inside Position 1 (58)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 1	I1	Inside Position 1	
		Fabric Grade 1	~PN	Pinpoint	
		Pinpoint	PN12	Delight	
		Inside Position 2 (SW)	I2	ST	
		Grade Options - Inside Position 3 (58)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 3	I3	Inside Position 3	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
		TOR	MOMENTUM PACT HARBOUR		
28	3	EVPFA6624		\$213.68	\$641.04

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Town of Prosper - 319 IT ANNEX

Item	Qty	Product	Sell Price:	Unit	Extended
		66"h x 24"w, Segmented Fabric Acoustic Panel			
		20-Frame Color (Panels)	~STD	Standard Paint Options	
		Standard Paint Options	~STD	Panels w/ Matching Horizontal Reveal	
		Panels w/ Matching Horizontal Reveal	SDT	Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal	
		10-Panel Fabric Grade - Outside Position 1 (37)	~GR1	Panel Grade 1	
		Grade 1 - Outside Position 1	O1	Outside Position 1	
		Fabric Grade 1	~PN	Pinpoint	
		Pinpoint	PN12	Delight	
		Grade Options - Outside Position 2 (37)	~GR1	Grade 1 Fabrics	
		Grade 1 - Outside Position 2	O2	Outside Position 2	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Outside Position 3 (37)	~GR1	Grade 1 Fabrics	
		Grade 1 - Outside Position 3	O3	Outside Position 3	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Inside Position 1 (37)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 1	I1	Inside Position 1	
		Fabric Grade 1	~PN	Pinpoint	
		Pinpoint	PN12	Delight	
		Grade Options - Inside Position 2 (37)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 2	I2	Inside Position 2	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Inside Position 3 (37)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 3	I3	Inside Position 3	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
			TOR	MOMENTUM PACT HARBOUR	
29	1	EVPFA6654			
		66"h x 54"w, Segmented Fabric Acoustic Panel			
		20-Frame Color (Panels)	~STD	Standard Paint Options	
		Standard Paint Options	~STD	Panels w/ Matching Horizontal Reveal	
		Panels w/ Matching Horizontal Reveal	SDT	Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal	
		10-Panel Fabric Grade - Outside Position 1 (72)	~GR1	Panel Grade 1	
		Grade 1 - Outside Position 1	O1	Outside Position 1	
		Fabric Grade 1	~PN	Pinpoint	
		Pinpoint	PN12	Delight	

\$364.90 \$364.90

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Item	Qty	Product	Sell Price:	Unit	Extended
		Grade Options - Outside Position 2 (72)	~GR1	Grade 1 Fabrics	
		Grade 1 - Outside Position 2	O2	Outside Position 2	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Outside Position 3 (72)	~GR1	Grade 1 Fabrics	
		Grade 1 - Outside Position 3	O3	Outside Position 3	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Inside Position 1 (72)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 1	I1	Inside Position 1	
		Fabric Grade 1	~PN	Pinpoint	
		Pinpoint	PN12	Delight	
		Grade Options - Inside Position 2 (72)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 2	I2	Inside Position 2	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Inside Position 3 (72)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 3	I3	Inside Position 3	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
			TOR	MOMENTUM PACT HARBOUR	
30	1	EVPFP5430		\$216.77	\$216.77
		54"h x 30"w, Segmented Premium Fabric Acoustic Panel			
		20-Frame Color (Panels)	~STD	Standard Paint Options	
		Standard Paint Options	~STD	Panels w/ Matching Horizontal Reveal	
		Panels w/ Matching Horizontal Reveal	SDT	Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal	
		10-Panel Fabric Grade - Outside Position 1 (33)	~GR1	Panel Grade 1	
		Grade 1 - Outside Position 1	O1	Outside Position 1	
		Fabric Grade 1	~PN	Pinpoint	
		Pinpoint	PN12	Delight	
		Grade Options - Outside Position 2 (33)	~GR1	Grade 1 Fabrics	
		Grade 1 - Outside Position 2	O2	Outside Position 2	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Outside Position 3 (33)	~GR1	Grade 1 Fabrics	
		Grade 1 - Outside Position 3	O3	Outside Position 3	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Inside Position 1 (33)	~GR1	Grade 1 Fabrics	

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Tonw of Prosper - 319 IT ANNEX

Item	Qty	Product	Sell Price:	Unit	Extended
		Grade 1 - Inside Position 1	I1	Inside Position 1	
		Fabric Grade 1	~PN	Pinpoint	
		Pinpoint	PN12	Delight	
		Grade Options - Inside Position 2 (33)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 2	I2	Inside Position 2	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Inside Position 3 (33)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 3	I3	Inside Position 3	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
			TOR	MOMENTUM PACT HARBOUR	
31	5	EVPFP5436		\$255.49	\$1,277.45
		54"h x 36"w, Segmented Premium Fabric Acoustic Panel			
		20-Frame Color (Panels)	~STD	Standard Paint Options	
		Standard Paint Options	~STD	Panels w/ Matching Horizontal Reveal	
		Panels w/ Matching Horizontal Reveal	SDT	Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal	
		10-Panel Fabric Grade - Outside Position 1 (40)	~GR1	Panel Grade 1	
		Grade 1 - Outside Position 1	O1	Outside Position 1	
		Fabric Grade 1	~PN	Pinpoint	
		Pinpoint	PN12	Delight	
		Grade Options - Outside Position 2 (40)	~GR1	Grade 1 Fabrics	
		Grade 1 - Outside Position 2	O2	Outside Position 2	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Outside Position 3 (40)	~GR1	Grade 1 Fabrics	
		Grade 1 - Outside Position 3	O3	Outside Position 3	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Inside Position 1 (40)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 1	I1	Inside Position 1	
		Fabric Grade 1	~PN	Pinpoint	
		Pinpoint	PN12	Delight	
		Grade Options - Inside Position 2 (40)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 2	I2	Inside Position 2	
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A)	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Inside Position 3 (40)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 3	I3	Inside Position 3	

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Item	Qty	Product	Sell Price:	Unit	Extended
		Fabric Grade 1	GPM1	Graded In Grade 01 Panel Fabrics (Contact CC - Upcharges May A	
			TOR	MOMENTUM PACT HARBOUR	
32	4	EVPIC66 66"h, Inline Panel Connector, Includes Post & Hardware, No Trim		\$34.26	\$137.04
		20-Paint Colors (Inline Connectors)	~STD	Standard Paint Options	
		Standard Paint Options	~STD	Inline Connectors (Use w/ Matching Horizontal Reveal)	
		Inline Connectors (Use w/ Matching Horizontal Reveal)	SDT	Stone Dust Inline (Use w/ Matching Horizontal Reveal) (Textured (
33	4	EVPIC66 66"h, Inline Panel Connector, Includes Post & Hardware, No Trim		\$34.26	\$137.04
		20-Paint Colors (Inline Connectors)	~STD	Standard Paint Options	
		Standard Paint Options	~STD	Inline Connectors (Use w/ Matching Horizontal Reveal)	
		Inline Connectors (Use w/ Matching Horizontal Reveal)	SDT	Stone Dust Inline (Use w/ Matching Horizontal Reveal) (Textured (
34	1	EVPMP30GIP 12"h x 30"w, Panel Mount Privacy Glass, Integrated Channel Extrusion with Aluminum Top Trim for Square Glass		\$122.93	\$122.93
		20-Paint Colors	~STD	Standard Paint Colors	
		Standard Paint Colors	SDT	Stone Dust (Textured Cappuccino)	
		54-Privacy Glazing (34)	~I1	Privacy Glazing Option	
		Privacy Glazing (34)	FRST	Frosted	
35	5	EVPMP36GIP 12"h x 36"w, Panel Mount Privacy Glass, Integrated Channel Extrusion with Aluminum Top Trim for Square Glass		\$125.28	\$626.40
		20-Paint Colors	~STD	Standard Paint Colors	
		Standard Paint Colors	SDT	Stone Dust (Textured Cappuccino)	
		54-Privacy Glazing (24)	~I1	Privacy Glazing Option	
		Privacy Glazing (24)	FRST	Frosted	
36	3	EVPVPA266-56 66"h, Pos.1 54", 2 66", Base Raceway, 2 Way Variable Height Post, Aluminum Trim		\$103.70	\$311.10
		20-Paint Colors (Alum + Metal)	~STD	Standard Paint Colors	
		Standard Paint Options	~STD	Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reve	
		nnectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)	SDT	Stone Dust w/ Stone Dust Inlines (Textured Cappuccino)	
37	3	EVPVPA266-65 66"h, Pos.1 66", 2 54", Base Raceway, 2 Way Variable Height Post, Aluminum Trim		\$103.70	\$311.10
		20-Paint Colors (Alum + Metal)	~STD	Standard Paint Colors	
		Standard Paint Options	~STD	Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reve	

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Brenda Reber
Business Development Manager
972.804.4808 ph
brenda.reber@workspaceinteriorsod.com

Town of Prosper
Todd White
250 W. First Street
Prosper TX 75078

Town of Prosper - 319 IT ANNEX

Item	Qty	Product	Sell Price:	Unit	Extended
Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal) SDT Stone Dust w/ Stone Dust Inlines (Textured Cappuccino)					
38	3	EVS1229BBF 29"d x 15"w x 27.75"w, B/B/F Pedestal, Freestanding or Worksurface Supporting, 1200 Series		\$246.33	\$738.99
		SF-Storage Paint Colors ~STD Standard Paint Colors			
		Standard Paint Colors SDT Stone Dust (Textured Cappuccino)			
39	6	EVSLK12 Lock for Flipper Door Storage		\$19.23	\$115.38
40	4	EVSO1236 14.5"h x 36"w, Overhead Flipper Door Storage Unit, Lock (NIC)		\$181.59	\$726.36
		SF-Storage Paint Colors ~STD Standard Paint Colors			
		Standard Paint Colors SDT Stone Dust (Textured Cappuccino)			
41	2	EVSO1248 14.5"h x 48"w, Overhead Flipper Door Storage Unit, Lock (NIC)		\$217.24	\$434.48
		SF-Storage Paint Colors ~STD Standard Paint Colors			
		Standard Paint Colors SDT Stone Dust (Textured Cappuccino)			
42	1	EVWSNSC2424 24"d x 24"w, Straight Rectangular Worksurface No Scoops, Exact Depth, Exact Width, 3mm PVC Edge Trim		\$50.21	\$50.21
		SF- Worksurface Laminates (Straight) ~TF Thermally Fused Laminates (1" Thickness)			
		20-TF - Thermally Fused Laminates SKC Shaker Cherry			
		45-PVC Trim Colors SKE Shaker Cherry			
43	2	EVWSNSC3072 30"d x 72"w, Straight Rectangular Worksurface No Scoops, Exact Depth, Exact Width, 3mm PVC Edge Trim		\$141.23	\$282.46
		SF- Worksurface Laminates (Straight) ~TF Thermally Fused Laminates (1" Thickness)			
		20-TF - Thermally Fused Laminates SKC Shaker Cherry			
		45-PVC Trim Colors SKE Shaker Cherry			
44	1	EVWSNSC3096 30"d x 96"w, Straight Rectangular Worksurface No Scoops, Exact Depth, Exact Width, 3mm PVC Edge Trim		\$289.50	\$289.50
		SF-Worksurface Laminates (Straight) ~TF Thermally Fused Laminates (1" Thickness)			
		20-TF - Thermally Fused Laminates SKC Shaker Cherry			
		45-PVC Trim Colors SKE Shaker Cherry			
45	1	9PT5-3FL		\$969.38	\$969.38

Date: 7/31/2020
Reference #: 511446

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Item	Qty	Product	Sell Price:	Unit	Extended
		24"d x 24"w x 65.25"h, FFF, Storage, Left Wardrobe, 9100 SERIES, UNIVERSAL FILING			
		Metal File Case & Storage Front Paint Finishes	~STD	Metal File Case & Storage Front Paint Finishes (Global Standard Pa	
		Global Standard Paint Finishes	~GLO	Global Standard Colors	
		Global Standard Colors	T20	1-Cappucino (Textured Stone Dust)	
		Key Options	W505	C-Keyed For Lock #W505	
46	1	9PT5-3FR		\$1,020.40	\$1,020.40
		24"d x 24"w x 65.25"h, FFF, Storage, Right Wardrobe, 9100 SERIES, UNIVERSAL FILING			
		Metal File Case & Storage Front Paint Finishes	~STD	Metal File Case & Storage Front Paint Finishes (Global Standard Pa	
		Global Standard Paint Finishes	~GLO	Global Standard Colors	
		Global Standard Colors	T20	1-Cappucino (Textured Stone Dust)	
		Key Options	W506	C-Keyed For Lock #W506	
47	1	9PT5-3FR		\$1,020.40	\$1,020.40
		24"d x 24"w x 65.25"h, FFF, Storage, Right Wardrobe, 9100 SERIES, UNIVERSAL FILING			
		Metal File Case & Storage Front Paint Finishes	~STD	Metal File Case & Storage Front Paint Finishes (Global Standard Pa	
		Global Standard Paint Finishes	~GLO	Global Standard Colors	
		Global Standard Colors	T20	1-Cappucino (Textured Stone Dust)	
		Key Options	W507	C-Keyed For Lock #W507	
48	61	EVSC12		\$2.34	\$142.74
		Slot Cover, Covers the Slots of a Slotted Connector BTW Modules as well as Corner Post, Price is Per Foot			
		20-Paint Colors (PVC)	~STD	Standard Paint Colors	
		Standard Paint Colors PVC)	SDT	Stone Dust (Textured Cappuccino)	
49	3	1033.BK2.F.AR6		\$388.78	\$1,166.34
		Novo, Highback, Mesh Back, Standard Synchro, Multi-Adj Arms			
		Adjustable Lumbar Color Selection	AL1	Black	
		Lumbar Accent Color Selection	LA2	Nickel	
		Seat Depth Adjustment Option Selection	E3	Seat Depth Adjustment Upgrade	
		Cylinder Height Option	CH1	Standard Cylinder	
		Frame Color Selection	FC1	Black Frame	
		Base Selection	B17	Black Nylon Base	
		Caster Selecton	CS5	Carpet Casters	
		Novo Mesh Back Colors	MC21	Nickel Mesh	
		Fabric or Leather Upholstery Selection	FABRIC	Fabric Grade Selections	
		CA Technical Bulletin 133 Fire Std Option for Fabric Selection	~	No Selection	
		Fabric Grade Selections	FG3	Fabric Grade 3	



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Tonw of Prosper - 319 IT ANNEX

Item	Qty	Product	Sell Price:	Unit	Extended
		Fabric Grade 3 Selection	SLICE	Slice Standard Color Selection	
		Slice Color Selection	CHARCOAL	Slice Charcoal	
		Packaging Options	UC	Back attached to seat, base separate	
50	1	Labor		\$2,005.00	\$2,005.00
		Labor to Rceive, Deliver and Install - DAL48534			
Total:					\$18,732.39



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Tonw of Prosper - 319 IT ANNEX

Item	Qty	Product	Sell Price:	Unit	Extended
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Proposal Notes

Deposit Required:

Additional Information:

Date: 7/31/2020

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Tonw of Prosper - 319 IT ANNEX

Item	Qty	Product	Sell Price:	Unit	Extended
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TERMS AND CONDITIONS OF PURCHASE (FURNITURE)

- Office Depot, Inc. ("Office Depot") shall make commercially reasonable efforts to install all products as quickly as possible. However, any delivery and/or installation dates quoted to Customer are approximate, and Office Depot's obligation shall be only to deliver and/or install the products within a reasonable time. Also, due to certain factory shipment schedules, it is possible that Office Depot will be able to deliver and install portions of the job in phases. Customer will be invoiced for the items as they are delivered and payment will be due as set forth in Section 3 below.
- All prices are firm for thirty (30) days from date of proposal.
- Payment terms are net twenty (20) days from date of invoice, unless otherwise agreed to and as documented on the order or quote. Customer will be invoiced for items when delivery and installation (if applicable) is complete, and any punch issues are less than 10% of the value of the entire order. In no event shall payment be withheld for delivered products and services. Customer shall pay 90% of the invoice and may withhold 10% until completion of the job. The balance is payable immediately after any outstanding issues are resolved.
- All orders are subject to credit approval.
- Office Depot requires a minimum deposit equaling 50% on all orders over \$20,000. Said deposit will be applied to Customer's account until such product is delivered and invoiced. Each invoice, less its proportionate share of the deposit, will be due and payable as set forth in Section 4 above.
- All products and materials are subject to applicable taxes, as well as any applicable inbound freight and fabrication charges.
- An order is not cancelable once in production. "Quick ships" and fabric orders are not cancelable.
- Any quotation for special order products or materials shall be approved by an authorized Customer representative for correct product number, fabric, specifications and quantities. Any services rendered to Customer to change or modify the specification and layout before or during installation will be charged to Customer at prevailing rates. If such changes or modifications result in additional products, parts, materials or labor, they will be billed to Customer at prevailing rates.
- Delivery and installation services are conducted during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. If services are requested outside of normal business hours, if special handling or equipment is required, if moving of products other than delivered is required, or if there are any unusual condition not made known to Office Depot at the time of sale, extra labor charges at prevailing rates may apply.
- If during installation, additional products are necessary or required to complete the job, such additional products and labor will be charged to Customer at prevailing rates.
- Electric current, heat, hoisting and/or elevator service will be furnished without charge to Office Depot.
- Floors shall be smooth, level and free from debris, and concrete subject to dampness shall be waterproofed prior to delivery and installation of products.
- If Customer is unwilling or unable to accept delivery or installation of the products according to the specified schedule, the products will be stored at Customer's expense. Customer shall pay a warehouse charge payable monthly. Double handling of a product will be charged at our normal hourly rate.
- Office Depot makes no warranties, expressed or implied, as to merchantability or as the suitability of the products for any particular purpose, except those made by the manufacturer of the products. Any claim must be made to Office Depot in writing within five (5) days after delivery or installation of the products and if no claim is so received by Office Depot it will be conclusively presumed that Customer has accepted and that the products are as represented.
- No liability shall accrue against Office Depot as a result of breach of terms and conditions caused by any strike, act of God, lockout, accident, or delay beyond its control.
- Office Depot retains, and Customer hereby grants to Office Depot, a security interest in the products to secure the purchase price therefore. The products shall remain personal property regardless of being fixed to any real property. If Customer defaults in the payment of the purchase price when due, Office Depot shall have all rights and remedies granted by the Uniform Commercial Code. A finance charge of 2% per month (annual percentage rate 24%) will be charged on all past due balances. Customer shall pay all collection costs, including attorneys fee, in the event any claim is referred to a collection agency or attorney.
- Products shipped directly to Customer shall be the responsibility of Customer except if agreed in writing that Office Depot will provide delivery and installation services. The receiving Customer is responsible to inspect products and file any necessary freight claims with freight provider.
- Manufacturer warranties apply for parts only. Labor is not included.
- It is Customer's responsibility to furnish a certified electrician to "hardwire" cubicle stations to building power.
- All items set forth in the quotation are non-returnable.
- IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- Each party shall indemnify and hold harmless the other party from and against any and all third-party claims, demands, actions, suits, losses, liabilities, damages and all related costs and expenses, including without limitation reasonable attorneys' fees due to, arising from or relating to the negligent, willful or reckless act or omission of the indemnifying party.
- These terms and conditions shall be governed by the law of the State of Florida, without regard to conflict of laws principles.

Customer has read and understands these terms and conditions of purchase.

Customer: _____ Address: _____

Customer's Signature: _____ Title: _____

Print Name: _____ Date: _____



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Prosper TX 75078

Tonw of Prosper - 319 IT ANNEX

Item	Qty	Product	Sell Price:	Unit	Extended
Special Instructions:					

Proposal valid for 30 days

Please note: a deposit is required on all furniture orders prior to order placement

One of the following is required prior to placing your order: Signed Terms and Condition, Furniture Agreement on file or a Workspace Interiors Furniture Addendum on file

Workspace Interiors may require additional credit information, prior to placing your order

The appropriate tax will be applied at the time of invoicing

This proposal contains **Special Order** items that are **Not Returnable**

Once an order is placed, cancellations are **Not Allowed**.

Estimated leadtime is subject to the manufactures production / shipping schedule

Date: 7/31/2020
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Town of Prosper - 306 FINANCE ANNEX

Item	Qty	Product	Sell Price:	Unit	Extended
1	1	Contract #R191812 Omnia Contract - New Contract Number		\$0.00	\$0.00
2	3	EVABB01 Binder Bin		\$27.22	\$81.66
		SF-Storage Paint Colors (Acc)	~STD	Standard Paint Colors	
		Standard Paint Colors (Acc)	SDT	Stone Dust (Textured Cappuccino)	
3	6	EVASS01R Slant Sorter, Right		\$17.37	\$104.22
		SF-Storage Paint Colors (Acc)	~STD	Standard Paint Colors	
		Standard Paint Colors (Acc)	SDT	Stone Dust (Textured Cappuccino)	
4	3	EVE8CP16 16" - Jumper Cable, Panel to Panel		\$45.99	\$137.97
5	2	EVE8CP20 20" - Jumper Cable, Panel-Post-Panel		\$53.49	\$106.98
6	1	EVE8FR1 72" Long, Floor Power Entry, Front Fed, Snaps into Knockout of Base Raceway		\$124.80	\$124.80
7	3	EVE8PD42 42", Power Distribution Housing		\$80.23	\$240.69
8	3	EVE8PD48 48", Power Distribution Housing		\$86.80	\$260.40
9	4	EVE8RD1WHT #1 Utility Circuit, Duplex Receptacle, White		\$13.13	\$52.52
10	2	EVE8RD2 #2 Utility Circuit, Duplex Receptacle, Black		\$11.73	\$23.46
11	3	EVE8RDA A, Dedicated Circuit, Duplex Receptacle, Black		\$11.73	\$35.19
12	3	EVE8RDBWHT		\$13.13	\$39.39

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Town of Prosper - 306 FINANCE ANNEX

Item	Qty	Product	Sell Price:	Unit	Extended
		B, Dedicated Circuit, Duplex Receptacle, White			
13	1	EVECC121 21"H Cord Covers, Straight Panel Run, (6 per pack)		\$11.26	\$11.26
		20-Paint Colors (PVC) ~STD Standard Paint Colors			
		Standard Paint Colors PVC) SDT Stone Dust (Textured Cappuccino)			
14	6	EVET5L36 36"w, Tasklight (Use w/ 42" or Wider Overhead or Shelf)		\$77.89	\$467.34
15	3	EVHC18L 18", Left, Single Cantilever		\$37.07	\$111.21
		20-Paint Colors ~STD Standard Paint Colors			
		Standard Paint Colors SDT Stone Dust (Textured Cappuccino)			
16	5	EVHC18R 18", Right, Single Cantilever		\$37.07	\$185.35
		20-Paint Colors ~STD Standard Paint Colors			
		Standard Paint Colors SDT Stone Dust (Textured Cappuccino)			
17	1	EVHC18R 18", Right, Single Cantilever		\$37.07	\$37.07
		20-Paint Colors ~STD Standard Paint Colors			
		Standard Paint Colors SDT Stone Dust (Textured Cappuccino)			
18	6	EVHCB2 Corner Brackets Left and Right (Pair)		\$10.32	\$61.92
		20-Paint Colors ~STD Standard Paint Colors			
		Standard Paint Colors SDT Stone Dust (Textured Cappuccino)			
19	6	EVHFB1 Flat bracket (Available in Black Only)		\$6.57	\$39.42
20	3	EVHSR2924 23.38"h x .75"w x 12.5"d, Right, Support Leg, Use with 24" cantilever		\$34.26	\$102.78
		20-Paint Colors ~STD Standard Paint Colors			
		Standard Paint Colors SDT Stone Dust (Textured Cappuccino)			
21	2	EVPCPA266		\$103.70	\$207.40

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Town of Prosper - 306 FINANCE ANNEX

Item	Qty	Product	Sell Price:	Unit	Extended
		66"h, 2 Way Post, Includes Post, Hardware & Aluminum Trims			
		20-Paint Colors (Alum + Metal)	~STD	Standard Paint Colors	
		Standard Paint Options	~STD	Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reve	
		nnectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)	SDT	Stone Dust w/ Stone Dust Inlines (Textured Cappuccino)	
22	2	EVP CPA366		\$134.66	\$269.32
		66"h, 3 Way Post, Includes Post, Hardware & Aluminum Trims			
		20-Paint Colors (Alum + Metal)	~STD	Standard Paint Colors	
		Standard Paint Options	~STD	Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reve	
		nnectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)	SDT	Stone Dust w/ Stone Dust Inlines (Textured Cappuccino)	
23	6	EVPERA54		\$41.29	\$247.74
		54"h, End of Run Post, Includes Post, Hardware & Aluminum Trim			
		20-Paint Colors (Alum + Metal)	~STD	Standard Paint Colors	
		Standard Paint Options	~STD	Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reve	
		nnectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)	SDT	Stone Dust w/ Stone Dust Inlines (Textured Cappuccino)	
24	3	EV PF1S6642M		\$529.04	\$1,587.12
		66"h x 42"w, Slatwall Panel (12" SW), Single Sided			
		20-Frame Color (Panels)	~STD	Standard Paint Options	
		Standard Paint Options	~STD	Panels w/ Matching Horizontal Reveal	
		Panels w/ Matching Horizontal Reveal	SDT	Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal	
		10-Panel Fabric Grade - Outside Position 1 (51)	~GR1	Panel Grade 1	
		Grade 1 - Outside Position 1	O1	Outside Position 1	
		Fabric Grade 1	~PN	Pinpoint	
		Pinpoint	PN12	Delight	
		Grade Options - Outside Position 2 (51)	~GR1	Grade 1 Fabrics	
		Grade 1 - Outside Position 2	O2	Outside Position 2	
		Fabric Grade 1	COM	Grade 1/Customers Own Material	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Outside Position 3 (51)	~GR1	Grade 1 Fabrics	
		Grade 1 - Outside Position 3	O3	Outside Position 3	
		Fabric Grade 1	COM	Grade 1/Customers Own Material	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Inside Position 1 (51)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 1	I1	Inside Position 1	
		Fabric Grade 1	~PN	Pinpoint	
		Pinpoint	PN12	Delight	

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Town of Prosper - 306 FINANCE ANNEX

Item	Qty	Product	Sell Price:	Unit	Extended
		Inside Position 2 (SW)	I2	ST	
		Grade Options - Inside Position 3 (51)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 3	I3	Inside Position 3	
		Fabric Grade 1	COM	Grade 1/Customers Own Material	
			TOR	MOMENTUM PACT HARBOUR	
25	3	EVPF1S6648M		\$576.00	\$1,728.00
		66"h x 48"w, Slatwall Panel (12" SW), Single Sided			
		20-Frame Color (Panels)	~STD	Standard Paint Options	
		Standard Paint Options	~STD	Panels w/ Matching Horizontal Reveal	
		Panels w/ Matching Horizontal Reveal	SDT	Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal	
		10-Panel Fabric Grade - Outside Position 1 (55)	~GR1	Panel Grade 1	
		Grade 1 - Outside Position 1	O1	Outside Position 1	
		Fabric Grade 1	~PN	Pinpoint	
		Pinpoint	PN12	Delight	
		Grade Options - Outside Position 2 (58)	~GR1	Grade 1 Fabrics	
		Grade 1 - Outside Position 2	O2	Outside Position 2	
		Fabric Grade 1	COM	Grade 1/Customers Own Material	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Outside Position 3 (58)	~GR1	Grade 1 Fabrics	
		Grade 1 - Outside Position 3	O3	Outside Position 3	
		Fabric Grade 1	COM	Grade 1/Customers Own Material	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Inside Position 1 (58)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 1	I1	Inside Position 1	
		Fabric Grade 1	~PN	Pinpoint	
		Pinpoint	PN12	Delight	
		Inside Position 2 (SW)	I2	ST	
		Grade Options - Inside Position 3 (58)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 3	I3	Inside Position 3	
		Fabric Grade 1	COM	Grade 1/Customers Own Material	
			TOR	MOMENTUM PACT HARBOUR	
26	4	EVPFA6630		\$236.90	\$947.60
		66"h x 30"w, Segmented Fabric Acoustic Panel			
		20-Frame Color (Panels)	~STD	Standard Paint Options	
		Standard Paint Options	~STD	Panels w/ Matching Horizontal Reveal	
		Panels w/ Matching Horizontal Reveal	SDT	Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal	
		10-Panel Fabric Grade - Outside Position 1 (42)	~GR1	Panel Grade 1	

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Item	Qty	Product	Sell Price:	Unit	Extended
		Grade 1 - Outside Position 1	O1	Outside Position 1	
		Fabric Grade 1	~PN	Pinpoint	
		Pinpoint	PN12	Delight	
		Grade Options - Outside Position 2 (42)	~GR1	Grade 1 Fabrics	
		Grade 1 - Outside Position 2	O2	Outside Position 2	
		Fabric Grade 1	COM	Grade 1/Customers Own Material	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Outside Position 3 (42)	~GR1	Grade 1 Fabrics	
		Grade 1 - Outside Position 3	O3	Outside Position 3	
		Fabric Grade 1	COM	Grade 1/Customers Own Material	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Inside Position 1 (42)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 1	I1	Inside Position 1	
		Fabric Grade 1	~PN	Pinpoint	
		Pinpoint	PN12	Delight	
		Grade Options - Inside Position 2 (42)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 2	I2	Inside Position 2	
		Fabric Grade 1	COM	Grade 1/Customers Own Material	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Inside Position 3 (42)	~GR1	Grade 1 Fabrics	
		Grade 1 - Inside Position 3	I3	Inside Position 3	
		Fabric Grade 1	COM	Grade 1/Customers Own Material	
			TOR	MOMENTUM PACT HARBOUR	
27	4	EVPFA6654			
		66"h x 54"w, Segmented Fabric Acoustic Panel			
		20-Frame Color (Panels)	~STD	Standard Paint Options	
		Standard Paint Options	~STD	Panels w/ Matching Horizontal Reveal	
		Panels w/ Matching Horizontal Reveal	SDT	Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal	
		10-Panel Fabric Grade - Outside Position 1 (72)	~GR1	Panel Grade 1	
		Grade 1 - Outside Position 1	O1	Outside Position 1	
		Fabric Grade 1	~PN	Pinpoint	
		Pinpoint	PN12	Delight	
		Grade Options - Outside Position 2 (72)	~GR1	Grade 1 Fabrics	
		Grade 1 - Outside Position 2	O2	Outside Position 2	
		Fabric Grade 1	COM	Grade 1/Customers Own Material	
			TOR	MOMENTUM PACT HARBOUR	
		Grade Options - Outside Position 3 (72)	~GR1	Grade 1 Fabrics	
		Grade 1 - Outside Position 3	O3	Outside Position 3	

\$364.90 \$1,459.60

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Town of Prosper - 306 FINANCE ANNEX

Item	Qty	Product		Sell Price:	Unit	Extended
		Fabric Grade 1	COM	Grade 1/Customers Own Material		
			TOR	MOMENTUM PACT HARBOUR		
		Grade Options - Inside Position 1 (72)	~GR1	Grade 1 Fabrics		
		Grade 1 - Inside Position 1	I1	Inside Position 1		
		Fabric Grade 1	~PN	Pinpoint		
		Pinpoint	PN12	Delight		
		Grade Options - Inside Position 2 (72)	~GR1	Grade 1 Fabrics		
		Grade 1 - Inside Position 2	I2	Inside Position 2		
		Fabric Grade 1	COM	Grade 1/Customers Own Material		
			TOR	MOMENTUM PACT HARBOUR		
		Grade Options - Inside Position 3 (72)	~GR1	Grade 1 Fabrics		
		Grade 1 - Inside Position 3	I3	Inside Position 3		
		Fabric Grade 1	COM	Grade 1/Customers Own Material		
			TOR	MOMENTUM PACT HARBOUR		
28	6	EVPFP5424			\$196.65	\$1,179.90
		54"h x 24"w, Segmented Premium Fabric Acoustic Panel				
		20-Frame Color (Panels)	~STD	Standard Paint Options		
		Standard Paint Options	~STD	Panels w/ Matching Horizontal Reveal		
		Panels w/ Matching Horizontal Reveal	SDT	Stone Dust (Textured Cappuccino) w/ Stone Dust Reveal		
		10-Panel Fabric Grade - Outside Position 1 (28)	~GR1	Panel Grade 1		
		Grade 1 - Outside Position 1	O1	Outside Position 1		
		Fabric Grade 1	~PN	Pinpoint		
		Pinpoint	PN12	Delight		
		Grade Options - Outside Position 2 (28)	~GR1	Grade 1 Fabrics		
		Grade 1 - Outside Position 2	O2	Outside Position 2		
		Fabric Grade 1	COM	Grade 1/Customers Own Material		
			TOR	MOMENTUM PACT HARBOUR		
		Grade Options - Outside Position 3 (28)	~GR1	Grade 1 Fabrics		
		Grade 1 - Outside Position 3	O3	Outside Position 3		
		Fabric Grade 1	COM	Grade 1/Customers Own Material		
			TOR	MOMENTUM PACT HARBOUR		
		Grade Options - Inside Position 1 (28)	~GR1	Grade 1 Fabrics		
		Grade 1 - Inside Position 1	I1	Inside Position 1		
		Fabric Grade 1	~PN	Pinpoint		
		Pinpoint	PN12	Delight		
		Grade Options - Inside Position 2 (28)	~GR1	Grade 1 Fabrics		
		Grade 1 - Inside Position 2	I2	Inside Position 2		
		Fabric Grade 1	COM	Grade 1/Customers Own Material		

Date: 7/31/2020
Reference #: 511272

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Town of Prosper
Todd White
250 W. First Street
Prosper TX 75078

Town of Prosper - 306 FINANCE ANNEX

Item	Qty	Product		Sell Price:	Unit	Extended
			TOR	MOMENTUM PACT HARBOUR		
		Grade Options - Inside Position 3 (28)	~GR1	Grade 1 Fabrics		
		Grade 1 - Inside Position 3	I3	Inside Position 3		
		Fabric Grade 1	COM	Grade 1/Customers Own Material		
			TOR	MOMENTUM PACT HARBOUR		
29	7	EVPIC66			\$34.26	\$239.82
		66"h, Inline Panel Connector, Includes Post & Hardware, No Trim				
		20-Paint Colors (Inline Connectors)	~STD	Standard Paint Options		
		Standard Paint Options	~STD	Inline Connectors (Use w/ Matching Horizontal Reveal)		
		Inline Connectors (Use w/ Matching Horizontal Reveal)	SDT	Stone Dust Inline (Use w/ Matching Horizontal Reveal) (Textured (
30	6	EVPMP24GIP			\$120.59	\$723.54
		12"h x 24"w, Panel Mount Privacy Glass, Integrated Channel Extrusion with Aluminum Top Trim for Square Glass				
		20-Paint Colors	~STD	Standard Paint Colors		
		Standard Paint Colors	SDT	Stone Dust (Textured Cappuccino)		
		54-Privacy Glazing (47)	~I1	Privacy Glazing Option		
		Privacy Glazing (47)	FRST	Frosted		
31	1	EVPVPA266-56			\$103.70	\$103.70
		66"h, Pos.1 54", 2 66", Base Raceway, 2 Way Variable Height Post, Aluminum Trim				
		20-Paint Colors (Alum + Metal)	~STD	Standard Paint Colors		
		Standard Paint Options	~STD	Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reve		
		nnectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)	SDT	Stone Dust w/ Stone Dust Inlines (Textured Cappuccino)		
32	1	EVPVPA266-65			\$103.70	\$103.70
		66"h, Pos.1 66", 2 54", Base Raceway, 2 Way Variable Height Post, Aluminum Trim				
		20-Paint Colors (Alum + Metal)	~STD	Standard Paint Colors		
		Standard Paint Options	~STD	Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reve		
		nnectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)	SDT	Stone Dust w/ Stone Dust Inlines (Textured Cappuccino)		
33	2	EVPVPA366-565			\$134.66	\$269.32
		66"h, Pos.1 54", 2 66", 3 54", Base Raceway, 3 Way Variable Height Post, Aluminum Trim				
		20-Paint Colors (Alum + Metal)	~STD	Standard Paint Colors		
		Standard Paint Options	~STD	Connectors w/ Matching Inlines (Use w/ Matching Horizontal Reve		
		nnectors w/ Matching Inlines (Use w/ Matching Horizontal Reveal)	SDT	Stone Dust w/ Stone Dust Inlines (Textured Cappuccino)		
34	3	EVS1223BBF			\$222.88	\$668.64
		23"d x 15"w x 27.75"h, B/B/F Pedestal, Freestanding or Worksurface Supporting, 1200 Series				

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Town of Prosper - 306 FINANCE ANNEX

Item	Qty	Product	Sell Price:	Unit	Extended
		SF-Storage Paint Colors	~STD	Standard Paint Colors	
		Standard Paint Colors	SDT	Stone Dust (Textured Cappuccino)	
35	1	EVSC12		\$2.34	\$2.34
		Slot Cover, Covers the Slots of a Slotted Connector BTW Modules as well as Corner Post, Price is Per Foot			
		20-Paint Colors (PVC)	~STD	Standard Paint Colors	
		Standard Paint Colors PVC	SDT	Stone Dust (Textured Cappuccino)	
36	3	EVSO1242		\$199.88	\$599.64
		14.5"h x 42"w, Overhead Flipper Door Storage Unit, Lock (NIC)			
		SF-Storage Paint Colors	~STD	Standard Paint Colors	
		Standard Paint Colors	SDT	Stone Dust (Textured Cappuccino)	
37	3	EVSO1248		\$217.24	\$651.72
		14.5"h x 48"w, Overhead Flipper Door Storage Unit, Lock (NIC)			
		SF-Storage Paint Colors	~STD	Standard Paint Colors	
		Standard Paint Colors	SDT	Stone Dust (Textured Cappuccino)	
38	3	EVWSNSC2430		\$53.49	\$160.47
		24"d x 30"w, Straight Rectangular Worksurface No Scoops, Exact Depth, Exact Width, 3mm PVC Edge Trim			
		SF- Worksurface Laminates (Straight)	~TF	Thermally Fused Laminates (1" Thickness)	
		20-TF - Thermally Fused Laminates	SKC	Shaker Cherry	
		45-PVC Trim Colors	SKE	Shaker Cherry	
39	3	EVWSNSC2454		\$109.79	\$329.37
		24"d x 54"w, Straight Rectangular Worksurface No Scoops, Exact Depth, Exact Width, 3mm PVC Edge Trim			
		SF- Worksurface Laminates (Straight)	~TF	Thermally Fused Laminates (1" Thickness)	
		20-TF - Thermally Fused Laminates	SKC	Shaker Cherry	
		45-PVC Trim Colors	SKE	Shaker Cherry	
40	3	EVWSNSC3090		\$271.21	\$813.63
		30"d x 90"w, Straight Rectangular Worksurface No Scoops, Exact Depth, Exact Width, 3mm PVC Edge Trim			
		SF-Worksurface Laminates (Straight)	~TF	Thermally Fused Laminates (1" Thickness)	
		20-TF - Thermally Fused Laminates	SKC	Shaker Cherry	
		45-PVC Trim Colors	SKE	Shaker Cherry	
41	1	9PT5-3FR		\$1,020.40	\$1,020.40
		24"d x 24"w x 65.25"h, FFF, Storage, Right Wardrobe, 9100 SERIES, UNIVERSAL FILING			
		Metal File Case & Storage Front Paint Finishes	~STD	Metal File Case & Storage Front Paint Finishes (Global Standard Pa	

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Town of Prosper - 306 FINANCE ANNEX

Item	Qty	Product	Sell Price:	Unit	Extended
		Global Standard Paint Finishes	~GLO	Global Standard Colors	
		Global Standard Colors	T20	1-Cappucino (Textured Stone Dust)	
		Key Options	W502	C-Keyed For Lock #W502	
42	1	9PT5-3FR			\$1,020.40
		24"d x 24"w x 65.25"h, FFF, Storage, Right Wardrobe, 9100 SERIES, UNIVERSAL FILING			\$1,020.40
		Metal File Case & Storage Front Paint Finishes	~STD	Metal File Case & Storage Front Paint Finishes (Global Standard Pa	
		Global Standard Paint Finishes	~GLO	Global Standard Colors	
		Global Standard Colors	T20	1-Cappucino (Textured Stone Dust)	
		Key Options	W503	C-Keyed For Lock #W503	
43	1	9PT5-3FR			\$969.38
		24"d x 24"w x 65.25"h, FFF, Storage, Right Wardrobe, 9100 SERIES, UNIVERSAL FILING			\$969.38
		Metal File Case & Storage Front Paint Finishes	~STD	Metal File Case & Storage Front Paint Finishes (Global Standard Pa	
		Global Standard Paint Finishes	~GLO	Global Standard Colors	
		Global Standard Colors	T20	1-Cappucino (Textured Stone Dust)	
		Key Options	W504	C-Keyed For Lock #W504	
44	127	EVSC12			\$2.34
		Slot Cover, Covers the Slots of a Slotted Connector BTW Modules as well as Corner Post, Price is Per Foot			\$297.18
		20-Paint Colors (PVC)	~STD	Standard Paint Colors	
		Standard Paint Colors PVC)	SDT	Stone Dust (Textured Cappuccino)	
45	3	1033.BK2.F.AR6			\$388.78
		Novo, Highback, Mesh Back, Standard Synchro, Multi-Adj Arms			\$1,166.34
		Adjustable Lumbar Color Selection	AL1	Black	
		Lumbar Accent Color Selection	LA2	Nickel	
		Seat Depth Adjustment Option Selection	E3	Seat Depth Adjustment Upgrade	
		Cylinder Height Option	CH1	Standard Cylinder	
		Frame Color Selection	FC1	Black Frame	
		Base Selection	B17	Black Nylon Base	
		Caster Selecton	CS5	Carpet Casters	
		Novo Mesh Back Colors	MC21	Nickel Mesh	
		Fabric or Leather Upholstery Selection	FABRIC	Fabric Grade Selections	
		CA Technical Bulletin 133 Fire Std Option for Fabric Selection	~	No Selection	
		Fabric Grade Selections	FG3	Fabric Grade 3	
		Fabric Grade 3 Selection	SLICE	Slice Standard Color Selection	
		Slice Color Selection	CHARCOAL	Slice Charcoal	
		Packaging Options	UC	Back attached to seat, base separate	



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Town of Prosper - 306 FINANCE ANNEX

Item	Qty	Product	Sell Price:	Unit	Extended
46	1	Labor		\$2,800.00	\$2,800.00
		Labor to Receive, Assemble and Install DAL48355			
Total:					\$21,789.90



Date: 7/31/2020
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Town of Prosper - 306 FINANCE ANNEX

Item	Qty	Product	Sell Price:	Unit	Extended
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Proposal Notes

Deposit Required:

Additional Information:

Date: 7/31/2020

Reference #: 511272

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Town of Prosper - 306 FINANCE ANNEX

Item	Qty	Product	Sell Price:	Unit	Extended
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TERMS AND CONDITIONS OF PURCHASE (FURNITURE)

- Office Depot, Inc. ("Office Depot") shall make commercially reasonable efforts to install all products as quickly as possible. However, any delivery and/or installation dates quoted to Customer are approximate, and Office Depot's obligation shall be only to deliver and/or install the products within a reasonable time. Also, due to certain factory shipment schedules, it is possible that Office Depot will be able to deliver and install portions of the job in phases. Customer will be invoiced for the items as they are delivered and payment will be due as set forth in Section 3 below.
- All prices are firm for thirty (30) days from date of proposal.
- Payment terms are net twenty (20) days from date of invoice, unless otherwise agreed to and as documented on the order or quote. Customer will be invoiced for items when delivery and installation (if applicable) is complete, and any punch issues are less than 10% of the value of the entire order. In no event shall payment be withheld for delivered products and services. Customer shall pay 90% of the invoice and may withhold 10% until completion of the job. The balance is payable immediately after any outstanding issues are resolved.
- All orders are subject to credit approval.
- Office Depot requires a minimum deposit equaling 50% on all orders over \$20,000. Said deposit will be applied to Customer's account until such product is delivered and invoiced. Each invoice, less its proportionate share of the deposit, will be due and payable as set forth in Section 4 above.
- All products and materials are subject to applicable taxes, as well as any applicable inbound freight and fabrication charges.
- An order is not cancelable once in production. "Quick ships" and fabric orders are not cancelable.
- Any quotation for special order products or materials shall be approved by an authorized Customer representative for correct product number, fabric, specifications and quantities. Any services rendered to Customer to change or modify the specification and layout before or during installation will be charged to Customer at prevailing rates. If such changes or modifications result in additional products, parts, materials or labor, they will be billed to Customer at prevailing rates.
- Delivery and installation services are conducted during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. If services are requested outside of normal business hours, if special handling or equipment is required, if moving of products other than delivered is required, or if there are any unusual condition not made known to Office Depot at the time of sale, extra labor charges at prevailing rates may apply.
- If during installation, additional products are necessary or required to complete the job, such additional products and labor will be charged to Customer at prevailing rates.
- Electric current, heat, hoisting and/or elevator service will be furnished without charge to Office Depot.
- Floors shall be smooth, level and free from debris, and concrete subject to dampness shall be waterproofed prior to delivery and installation of products.
- If Customer is unwilling or unable to accept delivery or installation of the products according to the specified schedule, the products will be stored at Customer's expense. Customer shall pay a warehouse charge payable monthly. Double handling of a product will be charged at our normal hourly rate.
- Office Depot makes no warranties, expressed or implied, as to merchantability or as the suitability of the products for any particular purpose, except those made by the manufacturer of the products. Any claim must be made to Office Depot in writing within five (5) days after delivery or installation of the products and if no claim is so received by Office Depot it will be conclusively presumed that Customer has accepted and that the products are as represented.
- No liability shall accrue against Office Depot as a result of breach of terms and conditions caused by any strike, act of God, lockout, accident, or delay beyond its control.
- Office Depot retains, and Customer hereby grants to Office Depot, a security interest in the products to secure the purchase price therefore. The products shall remain personal property regardless of being fixed to any real property. If Customer defaults in the payment of the purchase price when due, Office Depot shall have all rights and remedies granted by the Uniform Commercial Code. A finance charge of 2% per month (annual percentage rate 24%) will be charged on all past due balances. Customer shall pay all collection costs, including attorneys fee, in the event any claim is referred to a collection agency or attorney.
- Products shipped directly to Customer shall be the responsibility of Customer except if agreed in writing that Office Depot will provide delivery and installation services. The receiving Customer is responsible to inspect products and file any necessary freight claims with freight provider.
- Manufacturer warranties apply for parts only. Labor is not included.
- It is Customer's responsibility to furnish a certified electrician to "hardwire" cubicle stations to building power.
- All items set forth in the quotation are non-returnable.
- IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- Each party shall indemnify and hold harmless the other party from and against any and all third-party claims, demands, actions, suits, losses, liabilities, damages and all related costs and expenses, including without limitation reasonable attorneys' fees due to, arising from or relating to the negligent, willful or reckless act or omission of the indemnifying party.
- These terms and conditions shall be governed by the law of the State of Florida, without regard to conflict of laws principles.

Customer has read and understands these terms and conditions of purchase.

Customer: _____ Address: _____

Customer's Signature: _____ Title: _____

Print Name: _____ Date: _____



Date: 7/31/2020
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Town of Prosper - 306 FINANCE ANNEX

Item	Qty	Product	Sell Price:	Unit	Extended
Special Instructions:					

Proposal valid for 30 days

Please note: a deposit is required on all furniture orders prior to order placement

One of the following is required prior to placing your order: Signed Terms and Condition, Furniture Agreement on file or a Workspace Interiors Furniture Addendum on file

Workspace Interiors may require additional credit information, prior to placing your order

The appropriate tax will be applied at the time of invoicing

This proposal contains **Special Order** items that are **Not Returnable**

Once an order is placed, cancellations are **Not Allowed**.

Estimated leadtime is subject to the manufactures production / shipping schedule

PUBLIC WORKS ADDITIONAL MODULAR BUILDING QUOTE



P.O. Box 307 - 121 West Broadway Street - Prosper Texas

Job Location

606 West Fifth Street

Work Order

Date

21-May-20

Requested Work

Install building

Builder

Account Number

Labor

Description	Units	Quantity	Unit Price	Total
Supervisor	hr	40.0	\$ 25.00	\$ 1,000.00
Equipment Operator	hr		\$ 20.00	\$ -
Crew Leader	hr	80.0	\$ 20.00	\$ 1,600.00
Utility Worker	hr	80.0	\$ 16.00	\$ 1,280.00
Administration Fee	hr	20.0	\$ 16.00	\$ 320.00
Subtotal				\$ 4,200.00
Insurance				\$ 1,890.00
Total Labor				\$ 6,090.00

Materials & Equipment

Description	Units	Quantity	Unit Price	Total
Mod Building	LS	1.0	\$ 107,000.00	\$ 107,000.00
Electric to building	LS	1.0	\$ 15,000.00	\$ 15,000.00
Communications	LS	1.0	\$ 5,000.00	\$ 5,000.00
Desks	EA	25.0		
Chairs	EA	26.0		
Plumbing	LS	2.0	\$ 20.00	\$ 40.00
Prepare Site	LS	1.0	\$ 2,000.00	\$ 2,000.00
Handicap Access	LS	1.0	\$ 5,000.00	\$ 5,000.00
Skirting	LS	1.0	\$ 2,500.00	\$ 2,500.00
Landscaping	LS	1.0	\$ 3,000.00	\$ 3,000.00
Subtotal				\$ 139,540.00
Contingency				\$ 13,954.00
M & E total				\$ 153,494.00

Proj Total	\$	159,584.00
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