



*Prosper is a place where everyone matters.*

**AGENDA**  
**Meeting of the Prosper Town Council**  
Prosper Municipal Chambers  
108 W. Broadway, Prosper, Texas  
Tuesday, February 25, 2014  
6:00 p.m.

1. Call to Order/Roll Call.
2. Invocation, Pledge of Allegiance and Pledge to the Texas Flag.
3. Announcements of upcoming events.
4. **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.)

- 4a. Consider and act upon minutes from the following Town Council meeting. **(RB)**
  - Regular Meeting – February 11, 2014
- 4b. Consider and act upon canceling the March 11, 2014, Town Council meeting. **(RB)**
- 4c. Consider and act upon adopting a resolution ordering a General Election to be held on May 10, 2014, and authorizing the Town Manager to execute agreements with the Collin County Election Administration and the Denton County Election Administration to provide joint election services with the Prosper Independent School District. **(RB)**
- 4d. Consider and act upon appointing Mark DeMattia to the Board of Directors, and approving the appointment of Nathan P. Bontke, Scott Ramsey, Brett L. Pedigo, and David Blom for the remaining positions on the Board of Directors for the Prosper Management District No. 1. **(RB)**
- 4e. Consider approval of the purchase of one brush truck for the Fire Department, from Chastang Ford, through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program; and authorize prepayment options. **(JC)**
- 4f. Receive the January 2014 Financial Report. **(KA)**
- 4g. Receive the Quarterly Investment Report for the quarter ending December 31, 2013. **(KA)**
- 4h. Consider and act upon an addendum to the current Interlocal agreement between the Town of Prosper and the North Central Texas Council of Government (NCTCOG) regarding the implementation of the Smart911 system. **(DK)**

- 4i. Consider and act upon receiving the 2013 Racial Profiling Report as required by state law. **(DK)**
- 4j. Consider and act upon an ordinance establishing a curfew for juveniles under the age of 17 years. **(DK)**
- 4k. Consider and act upon an ordinance rezoning 6.5± acres, located on the west side of Custer Road, 500± feet north of Prosper Trail, from Agricultural (A) to Planned Development-Office (PD-O). (Z13-0009). **(CC)**
- 4l. Consider and act upon an ordinance amending 6.6± acres of Planned Development-57-Office (PD-57-O), located on the north side of Prosper Trail, 500± feet west of Custer Road. (Z13-0019). **(CC)**

5. **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.)

Other Comments by the Public -

**REGULAR AGENDA:**

(If you wish to address the Council during the regular agenda portion of the meeting, please fill out a “Public Meeting Appearance Card” and present it to the Town Secretary prior to the meeting. Citizens wishing to address the Council for items listed as public hearings will be recognized by the Mayor. Those wishing to speak on a non-public hearing related item will be recognized on a case-by-case basis, at the discretion of the Mayor and Town Council.)

**PUBLIC HEARINGS:**

- 6. Conduct a Public Hearing, and consider and act upon a request to rezone 0.7± acre from Single Family-15 (SF-15) to Downtown Single Family (DTSF), located on the north side of Third Street, 200± feet west of Church Street (309 E. Third Street). (Z14-0001). **(CC)**
- 7. Conduct a Public Hearing, and consider and act upon a request to rezone 0.3± acre from Single Family-15 (SF-15) to Downtown Retail (DTR), located on the west side of Coleman Street, 100± feet south of Fifth Street. (Z14-0002). **(CC)**
- 8. Conduct a Public Hearing, and consider and act upon a request to rezone 0.4± acre from Single Family-15 (SF-15) to Downtown Office (DTO), located on the northwest corner of Craig Road and First Street (713 E. First Street). (Z14-0003). **(CC)**

**DEPARTMENT ITEMS:**

9. Consider and act upon authorizing the Town Manager to enter into an Alternate Funding Procedure Agreement between the Town of Prosper and the Upper Trinity Regional Water District (UTRWD). **(KA)**
10. Consider and act upon all matters incident and related to the issuance and sale of the Town of Prosper, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2014, including the adoption of an ordinance authorizing the issuance of such Certificates, approving an Official Statement, a Bond Purchase Agreement, a Paying Agent/Registrar Agreement, and an engagement letter of Bond Counsel. **(KA)**
11. Consider and act upon all matters incident and related to the issuance and sale of the Town of Prosper, Texas General Obligation Refunding and Improvement Bonds, Series 2014, including the adoption of an ordinance authorizing the issuance of such Bonds, approving an Official Statement, a Bond Purchase Agreement, a Paying Agent/Registrar Agreement, and an engagement letter of Bond Counsel. **(KA)**
12. Consider and act upon an ordinance of the Town Council of the Town of Prosper, Texas, amending the budget for fiscal year 2013-2014 in accordance with existing statutory requirements and appropriating the various amounts referenced herein; making findings related thereto, providing repealing, savings and severability clauses; and providing for an effective date. **(KA)**
13. Consider and act upon authorizing the Town Manager to execute a Fifth Amendment to the Preannexation Agreement between the Town of Prosper and TVG Texas I, LLC. **(CC)**
14. Discussion on the Town Council strategic goal: Develop a plan for recreation programs to be offered by the Town. **(JS)**
15. **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:
  - 15a. *Section 551.087. - To discuss and consider economic development incentives.*
  - 15b. *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.*
  - 15c. *Section 551.074 - To discuss and review the Town Manager's performance evaluation.*
16. Reconvene in Regular Session and take any action necessary as a result of the Closed Session.

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

- Temporary Building Standards. (CC)

18. Adjourn.

#### CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at the Town Hall of Prosper, Texas, 121 W. Broadway Street, Prosper, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time:

On February 21, at 5:00 p.m. and remained so posted at least 72 hours before said meeting was convened.

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

\_\_\_\_\_  
Date Noticed Removed

If during the course of the meeting covered by this Notice, the Town Council should determine that a closed or executive meeting or session of the Town Council or a consultation with the attorney/special counsel for the Town should be held or is required, then such closed or executive meeting or session or consultation with the attorney/special counsel as authorized by the Texas Open Meetings Act, Texas Government Code, §551.001, *et seq.*, will be held by the Town Council at the date, hour and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the Town Council may conveniently meet in such closed or executive meeting or session or consult with the attorney/special counsel for the Town concerning any and all subjects and for any and all purposes permitted by the Act, including, but not limited to, the following sections and purposes:

Texas Government Code:

§551.071 - Consultation with the attorney/special counsel for the Town.

§551.072 - Discussion regarding the purchase, exchange, lease or value of real property.

§551.074 - Discussion regarding personnel matters.

#### 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. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as Interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the Town Secretary's Office at (972) 569-1011. BRAILLE IS NOT AVAILABLE.



*Prosper is a place where everyone matters.*

**MINUTES**  
**Regular Meeting of the**  
**Prosper Town Council**  
Prosper Municipal Chambers  
108 W. Broadway, Prosper, Texas  
Tuesday, February 11, 2014

**1. Call to Order/Roll Call.**

The meeting was called to order at 6:02 p.m.

**Council Members Present:**

Mayor Ray Smith  
Mayor Pro-Tem Meigs Miller  
Deputy Mayor Pro-Tem Kenneth Dugger  
Councilmember Michael Korbuly  
Councilmember Curry Vogelsang, Jr.  
Councilmember Danny Wilson  
Councilmember Jason Dixon

**Staff Members Present:**

Harlan Jefferson, Town Manager  
Robyn Battle, Town Secretary  
Terrence Welch, Town Attorney  
Hulon T. Webb, Jr., Executive Director of Development and Community Services  
Chris Copple, Director of Development Services  
Kent Austin, Finance Director  
Trish Featherston, Accounting Manager

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

Pastor Wayne Bartley of First Baptist Prosper led the invocation.

**3. Announcements of upcoming events.**

Mayor Pro-Tem Miller made the following announcements:

The City of McKinney has closed Coit Road south of the US 380 intersection in preparation for constructing a new asphalt connection. Southbound motorists should use Preston Road or Custer Road to minimize delays. Weather permitting, the intersection is scheduled to reopen this Friday, February 14.

The North Texas Municipal Water District will conduct maintenance on its system from February 17 through March 17. This annual winter maintenance reduces the need to flush systems during the warm weather periods, and conserves water. While residents might notice a change in the taste and odor of the water during this time, the water will continue to be safe.

Collin County is hosting a public meeting for area residents to review the Draft Collin County Mobility Plan on Tuesday, February 18, from 6-8:30 p.m. at the Collin County

Community College Campus in McKinney. The plan is updated every five years to address transportation needs of county residents and businesses.

Prosper's annual Trout Derby will be held on Saturday, February 22, from 9:00-11:00 a.m. at Frontier Park. This free, family activity encourages youth to learn about fishing. Prizes for various age groups will be awarded. Contact Julie Shivers with the Parks & Recreation Department for more information.

The Town will hold its third annual Prosper Spring Clean Up event on Saturday, March 22, from 8:00 a.m.-Noon in the parking lots around Main Street Park. Residents may bring old electronics, tree and yard debris, and bulk items to be recycled. On-site shredding services will be available. Please bring a current water bill and drivers license as proof of residency. For more information, please contact Kelly Vanaman in Utility Billing.

**4. Presentation.**

- **GFOA Achievement of Excellence in Financial Reporting—for fiscal year ended September 30, 2012. (KA)**

Mayor Smith, Deputy Mayor Pro-Tem Dugger, and Councilmember Vogelsang presented the GFOA Achievement of Excellence in Financial Reporting plaque to Finance Director Kent Austin and Accounting Manager Trish Featherston.

**5. 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.)

**5a. Consider and act upon minutes from the following Town Council meeting. (RB)**

- **Regular Meeting – January 28, 2014**
- **Special Meeting – January 29, 2014**

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

**6. 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.)

Mayor Smith recognized the following individuals who requested to speak:

Alan Michlin, 3526 Smiley Road, Prosper, spoke regarding poor road conditions on the west side of Prosper. He urged Council to improve the maintenance of roads and

encouraged the use of chip seal rather than curb and gutter pavement on the west-side roads.

There were no other Citizen Comments.

### **REGULAR AGENDA:**

(If you wish to address the Council during the regular agenda portion of the meeting, please fill out a "Public Meeting Appearance Card" and present it to the Town Secretary prior to the meeting. Citizens wishing to address the Council for items listed as public hearings will be recognized by the Mayor. Those wishing to speak on a non-public hearing related item will be recognized on a case-by-case basis, at the discretion of the Mayor and Town Council.)

### **PUBLIC HEARINGS:**

7. **Conduct a Public Hearing, and consider and act upon a request to rezone 6.5± acres, located on the west side of Custer Road, 500± feet north of Prosper Trail, from Agricultural (A) to Planned Development-Office (PD-O). (Z13-0009). (CC)**

Mayor Smith recused himself from Items 7 and 8, as he is currently a member of the Board of Directors of Lighthouse Church, and he stepped down from the Council bench.

Chris Copple, Director of Development Services, presented this item before the Town Council. The proposed zoning request is to allow for non-residential development and reduce the list of permitted uses from those allowed under straight Office zoning. The Future Land Use Plan (FLUP) recommends Low Density Residential uses for the property; however, Town Staff has considered the request using criteria provided in the Comprehensive Plan for zoning requests that deviate from the FLUP. The Planning and Zoning Commission has approved the request, and Town Staff recommends approval as well. Mr. Copple responded to questions from the Town Council on building height requirements and responses submitted by adjacent property owners.

Mayor Pro-Tem Miller opened the Public Hearing.

With no-one speaking, Mayor Pro-Tem Miller closed the Public Hearing.

Councilmember Korbuly made a motion and Deputy Mayor Pro-Tem Dugger seconded the motion to approve a request to rezone 6.5± acres, located on the west side of Custer Road, 500± feet north of Prosper Trail, from Agricultural (A) to Planned Development-Office (PD-O). The motion was approved by a vote of 6-1.

8. **Conduct a Public Hearing, and consider and act upon a request to amend 6.6± acres of Planned Development-57-Office (PD-57-O), located on the north side of Prosper Trail, 500± feet west of Custer Road. (Z13-0019). (CC)**

Chris Copple, Director of Development Services, presented this item before the Town Council. The proposed zoning request is to allow for the addition of two temporary buildings to be located north of the existing building within the PD. While the FLUP recommends Low Density Residential Uses for the property, the property was rezoned Planned Development-57-Office (PD-O) after consideration of the criteria outlined in the

Comprehensive Plan for zoning requests that deviate from the FLUP. The Planning and Zoning Commission has approved the request, subject to landscaping being planted between the temporary buildings and the Rhea Mills subdivision. The proposed ordinance exhibits have been updated to reflect this recommendation, and Town staff recommended approval of the request. Mr. Copple responded to questions from the Town Council regarding the landscaping requirements, detention pond, and requirements for temporary buildings under the current Town ordinance.

Mayor Pro-Tem Miller opened the Public Hearing.

Toby Haggard, 3737 E. Prosper Trail, Prosper, commented that the school district owns temporary buildings, and are unlikely to leave them behind.

With no-one else speaking, Mayor Pro-Tem Miller closed the Public Hearing.

Councilmember Vogelsang made a motion and Deputy Mayor Pro-Tem Dugger seconded the motion to approve a request to amend 6.6± acres of Planned Development-57-Office (PD-57-O), located on the north side of Prosper Trail, 500± feet west of Custer Road. The motion was approved by a vote of 6-1.

#### **DEPARTMENT ITEMS:**

- 9. Consider and act upon adopting an ordinance amending Article 4.02 of Chapter 4 of the Code of Ordinances related to the 2006 mixed beverage election and alcohol permit fees to be collected by the Town. (RB)**

Town Secretary Robyn Battle presented this item before the Town Council. At the January 28, 2014, Town Council meeting, the Council was provided with an update on the TABC fees for alcohol permits. The Town's ordinance currently allows for the collection of local permit fees. Ms. Battle reviewed the staff time required to process an alcohol permit, and responded to questions from the Town Council on the permit process.

After discussion, Deputy Mayor Pro-Tem Dugger made a motion and Councilmember Wilson seconded the motion to adopt Ordinance No. 14-06, amending Article 4.02 of Chapter 4 of the Code of Ordinances related to the 2006 mixed beverage election and alcohol permit fees to be collected by the Town. The motion was approved by a vote of 7-0.

- 10. Consider and act upon all matters incident and related to the issuance and sale of the Town of Prosper, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2014, including the adoption of an ordinance authorizing the issuance of such Certificates, approving an Official Statement, a Bond Purchase Agreement, a Paying Agent/Registrar Agreement, and an engagement letter of Bond Counsel. (KA)**

Finance Director Kent Austin presented this item before the Town Council. On December 16, 2013, the Town Council approved a resolution directing staff to publish notice of the Town's intent to issue Town of Prosper Combination Tax and Surplus Revenue Certificates of Obligation to fund the Town's share of the Doe Branch wastewater treatment plant, in an amount not to exceed \$16 million. The plant is being

built by the Upper Trinity Regional Water District (UTRWD) for the benefit of Prosper, the City of Celina, Mustang Special Utility District, and Denton County Fresh Water Supply District #10. UTRWD is issuing its own bonds to fund the remainder of the project. Town staff proposes funding \$13 million of its \$16 million share by debt, with the remaining \$3 million funded by cash in the Water/Sewer Fund. At a meeting of the participants on January 17, it became apparent that the original overall timetable required modification. Consequently, Prosper agreed to postpone its bond issuance from February 11 to February 25.

After discussion, Mayor Pro-Tem Miller made a motion and Councilmember Wilson seconded the motion to reschedule adoption of an ordinance authorizing the issuance of the Town's Combination Tax and Surplus Revenue Certificates of Obligation, Series 2014, to the Town Council meeting scheduled to begin at 6:00 p.m. on February 25, 2014, at the Prosper Municipal Chambers, 108 W. Broadway, Prosper, Texas. The motion was approved by a vote of 7-0.

Town Manager Harlan Jefferson then informed the Town Council that the Town's bond rating had been increased. Mr. Austin explained that Moody's had recently upgraded the Town's bond rating from AA3 to AA2, which indicates the Town is a high-quality, low-risk bond issuer.

**11. Consider and act upon the proposed park land dedication within the limits of the preliminary plat of Brookhollow, on 158.5± acres, located on the north side of First Street, 1,600± feet east of Coit Road. (D12-0013). (PN)**

Hulon Webb, Executive Director of Development and Community Services, presented this item before the Town Council. Planned Development 39 (PD-39) requires a dedication of a minimum of 8.71 acres or 5% of the net platted acreage, whichever is less, to the Town for park purposes. The intent of this requirement was to complete the acquisition of land around Town Lake. The proposed preliminary plat shows 277 single family residential lots. Using the calculation stated above, the park land required by the development is 7.9 acres. At this time, the developer is proposing to dedicate 8.15 acres of park land to meet the required 7.9 acres of park land dedication. Mr. Webb responded to questions from the Town Council regarding the dedication and platting process, and access to trail connections around Town Lake. The Parks and Recreation Board approved the request, and Town staff recommended approval as well.

After discussion, Councilmember Wilson made a motion and Councilmember Korbuly seconded the motion to approve the proposed park land dedication within the limits of the preliminary plat of Brookhollow, on 158.5± acres, located on the north side of First Street, 1,600± feet east of Coit Road. The motion was approved by a vote of 7-0.

**12. Discuss and provide update on status of proposed alignment of DNT Backer Road. (HW)**

Since 2003, the Town's Thoroughfare Plans have depicted future roadways paralleling the Dallas North Tollway on either side from First Street to Frontier Parkway. In 2006, the Town Council approved a zoning request from Prestonwood Baptist Church, and recommended the future roadway paralleling the Dallas North Tollway from First Street to Prosper Trail be realigned to connect with Cook Lane south of Prosper Trail. Town staff met with representatives from Prestonwood Baptist Church, Blue Star Land, and

Tomlin Investments on the proposed realignment of the roadway paralleling the Dallas North Tollway from First Street to Prosper Trail, as well as a new east-west divided thoroughfare. Consensus could not be reached, so the preliminary site plan was approved which depicted the future roadways within the property boundaries of Prestonwood Baptist Church with a note that the alignment of the roadways would be determined at a future date. As part of the Town's 2012 update to the Comprehensive Plan, the Town's consultant recommended a continuous DNT Backer Road east of the Dallas North Tollway, from US 380 to Frontier Parkway. The Town's Thoroughfare Plan was updated to reflect this recommendation. Discussions are ongoing between Town staff and the property owners to develop an alignment plan that is acceptable to all parties. Town staff was directed to continue discussions to find a feasible resolution for the alignment.

**13. Discuss and provide direction to Town staff regarding the naming of future thoroughfares. (CC)**

Chris Cople, Director of Development Services, presented this item before the Town Council. Town staff is seeking direction from the Town Council on four unnamed segments depicted on the Town's Thoroughfare Plan. Mr. Cople reviewed Town staff's recommendations. Mr. Cople responded to questions regarding addressing and street naming standards for streets that change direction.

The Town Council recommended the following names:

Thoroughfare #1 – Shawnee Trail

Thoroughfare #2 – Prairie Drive

Thoroughfare #3 – will remain unnamed until the alignment of the DNT Backer Road is resolved

Thoroughfare #4 – Mahard Parkway

Councilmember Dixon asked a question to confirm whether the proposed DNT Backer Road would continue to US 380. Mr. Webb confirmed that it would.

**14. 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:**

**14a.** *Section 551.087. To discuss and consider economic development incentives.*

**14b.** *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.*

**14c.** *Section 551.071. Consultation with Town Attorney regarding legal issues associated with proposed extraterritorial jurisdiction release, and all matters incident and related thereto.*

The Town Council recessed into Executive Session at 7:18 p.m.

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

The Regular Session was reconvened at 7:55 p.m.

No action was taken as a result of Executive Session.

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

- **Possibly cancel March 11, 2014, Town Council meeting. (RB)**

Town Secretary Robyn Battle proposed canceling the March 11, 2014, Town Council meeting due to Spring Break. The Town Council agreed to cancel the meeting, as there are not many items on the agenda.

- **Update on 100-Year Celebration (RB)**

Town Secretary Robyn Battle updated the Town Council on the plans discussed by the 100-Year Celebration planning committee. Proposals include a celebration in downtown Prosper on April 26, and a ceremony to rename Frontier Park Pavilion and to bury a time capsule in April of 2015. The Town Council directed staff to pursue plans for both events.

**17. Adjourn.**

The meeting was adjourned at 8:09 p.m., on Tuesday, February 11, 2014.

These minutes approved on the 25th day of February, 2014.

**APPROVED:**

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**Ray Smith, Mayor**

**ATTEST:**

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**Robyn Battle, Town Secretary**



## ADMINISTRATION

**To:** Mayor and Town Council  
**From:** Robyn Battle, Town Secretary  
**Through:** Harlan Jefferson, Town Manager  
**Re:** Town Council Meeting – February 25, 2014

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**Agenda Item:**

Consider and act upon canceling the March 11, 2014, Town Council meeting.

**Description of Agenda Item:**

Due to the upcoming Spring Break holiday, Town staff recommends canceling the March 11, 2014, Town Council meeting. The next Council meeting is scheduled for March 25, 2014.

**Proposed Motion:**

I make a motion to cancel the March 11, 2014, Town Council meeting.



## ADMINISTRATION

**To:** Mayor and Town Council  
**From:** Robyn Battle, Town Secretary  
**Through:** Harlan Jefferson, Town Manager  
**Re:** Town Council Meeting – February 25, 2014

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**Agenda Item:**

Consider and act upon adopting a resolution ordering a General Election to be held on May 10, 2014, and authorizing the Town Manager to execute agreements with the Collin County Election Administration and the Denton County Election Administration to provide joint election services with the Prosper Independent School District.

**Description of Agenda Item:**

In accordance with Texas Election Law, the Prosper Town Council is responsible for ordering the General Election to be held on the second Saturday in May for the purpose of electing the Council members for Place 3 and Place 5. For the past several years, the Town has contracted with either Denton County or Collin County for election services, and each has been willing to accommodate voters within the Town of Prosper, including those portions outside of their respective counties. Earlier this year, Denton County informed the Town that they would only accommodate elections within the borders of Denton County. Collin County has adopted a similar policy. As a result, the Town must now enter into contracts with both counties to accommodate all voters within the Town limits.

The order of the General Election is shown in the form of the attached resolution. The resolution also authorizes the Town Manager to enter into contracts with the Elections Administrators of Collin County and Denton County to provide joint election services for the May 10, 2014, General Election with the Prosper Independent School District. Important dates related to the election are listed on the attached Election Calendar.

**Budgetary Impact:**

The Collin County Election Administrator has estimated the Town of Prosper's portion of the joint election to be approximately \$4,800. The Denton County Election Administrator has estimated the Town of Prosper's portion of the joint election to be \$400. The total cost for Denton County to administer the May 11, 2013, General Election was approximately \$1,870.

**Attached Documents:**

1. Resolution
2. Collin County Joint General Election Contract
3. Denton County Joint General Election Contract
4. Election Calendar

**Town Staff Recommendation:**

Town staff recommends the Town Council adopt a resolution ordering a General Election to be held on May 10, 2014, and authorizing the Town Manager to execute agreements with the Collin County Election Administration and the Denton County Election Administration to provide joint election services with the Prosper Independent School District.

**Proposed Motion:**

I move to adopt a resolution ordering a General Election to be held on May 10, 2014, and authorizing the Town Manager to execute agreements with the Collin County Election Administration and the Denton County Election Administration to provide joint election services with the Prosper Independent School District.

## TOWN OF PROSPER, TEXAS

## RESOLUTION NO. 14-\_\_

**A RESOLUTION 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 10, 2014, 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 FOR AN EFFECTIVE DATE.**

***UNA RESOLUCION DEL CONCILIO DEL PUEBLO DE PROSPER, CONDADOS DE COLLIN Y DENTON, TEXAS, ORDENA UNA ELECCION GENERAL QUE SE CONDUZCA JUNTAMENTE CON EL DISTRITO ESCOLAR INDEPENDIENTE DE PROSPER Y ADMINISTRADA POR EL ADMINISTRADOR DE ELECCIONES DEL CONDADO DE DENTON Y ADMINISTRADA POR EL ADMINISTRADOR DE ELECCIONES DEL CONDADO DE COLLIN EL 10 DE MAYO 2014 CON EL PROPOSITO DE ELEGIR DOS MIEMBROS DEL CONCILIO (LUGAR 3 Y LUGAR 5) PARA LLENAR LOS TERMINOS DE PLAZO; DESIGNANDO LUGARES DE VOTACION; DESIGNANDO FECHAS DE APLICACIÓN; ORDENANDO QUE NOTICIAS DE ELECCION SEAN DIVULGADAS COMO PROMULGADO POR LEY EN CONEXION CON TALES ELECCIONES; APUNTANDO JUEZ ELECTORAL; QUE AUTORIZA LA EJECUCIÓN DE LOS ACUERDOS ELECTORALES CONJUNTAS; Y PROVEYENDO FECHA EFECTIVA.***

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

***AHORA, POR LO TANTO, SEA RESUELTO POR EL CONCILIO DEL PUEBLO DE PROSPER, TEXAS QUE:***

**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 10, 2014, for the purpose of electing two (2) Town Council members to fill the expiring terms of the Prosper Town Council Place 3 and Place 5 ("General Election"), said General Election shall be administered by the Collin County Elections Administrator and the Denton County Elections Administrator.

**SECCIÓN 1**

*Una Elección General es ordenada para el Pueblo de Prosper, Texas ("Prosper") conducida juntamente con el Distrito Escolar Independiente de Prosper el sábado 10 de mayo 2014 con el propósito de elegir dos miembros del Concilio del Pueblo para llenar los términos*

*de plazo del Lugar 3 y Lugar 5 del Concilio del Pueblo de Prosper (“Elección General”), dicha Elección General será administrada por el Administrador de Elecciones del Condado de Collin y el Administrador de Elecciones del Condado de Denton.*

## **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 of the Town at Prosper EDC, located at 121 W. Broadway Street, Prosper, Texas 75078, not later than 5:00 p.m. on the 28<sup>th</sup> day of February, 2014. 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.

## **SECCIÓN 2**

*Ningún nombre de cualquier persona será agregado a la balota como candidato para miembro del Concilio hasta que dicha persona someta su aplicación verificada como promulgado por Sección 141.03 del Código Electoral de Texas con la Secretaria del Pueblo de Prosper, localizado en 121 W. Broadway Street, Prosper, Texas 75078, no más tarde que las 17 horas el 28 de febrero 2014. La Secretaria del Pueblo de Prosper anotara en la página principal de cada aplicación la fecha cuando fue sometida. Tal aplicación incluirá el puesto que el candidato/a busca.*

## **SECTION 3**

Qualified voters of the following election precincts shall cast ballots for the General Election at the heretofore established and designated polling place within Prosper as follows:

## **SECCION 3**

*Votantes calificados en los siguientes precinctos electorales votaran en la Elección General en los lugares de votación establecidos y designados entre Prosper a lo siguiente:*

### **Town Precincts**

13, 29, 178, and 199  
(Collin County)

1004 (Denton County)

### **Polling Place**

Prosper ISD Central Administration Building  
605 E. 7<sup>th</sup> Street  
Prosper, Texas 75078

Denton County Elections Administration  
701 Kimberly Drive  
Denton, Texas 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 10, 2014.

*Lugares de votación en la Elección General se dejaran abiertos desde las 7 hasta las 19 horas en la fecha de la Elección General, sábado 10 de mayo 2014.*

#### **SECTION 4**

Early voting by personal appearance for Denton County residents shall be available at the Denton County Elections Office, 701 Kimberly Drive, Denton, Texas 76208, and for Collin County residents at the Town of Prosper Municipal Chambers, 108 W. Broadway, Prosper, Texas 75078, from 8:00 a.m. to 5:00 p.m., Monday through Saturday, beginning on Monday, April 28, 2014, and continuing through Saturday, May 3, 2014, during regular business hours which is from 8:00 a.m. to 5:00 p.m., for early voting which is not a Sunday or any official State holiday, with extended voting hours being held on Monday, May 5, 2014, from 7:00 a.m. to 7:00 p.m., and Tuesday, May 6, 2014, from 7:00 a.m. to 7:00 p.m. Applications for a ballot by mail shall be requested from and mailed to the Collin County Elections Administration Office, Attn: Elections Administrator, 2010 Redbud Blvd, #102, McKinney, Texas 75069 or to the Denton County Elections Administration Office, Attn: Elections Administrator, 701 Kimberly Drive, Denton, Texas 76208. Applications for a ballot by mail must be received no later than the close of business on May 1, 2014.

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 March 3, 2014. This previous sentence shall also be posted in the Notice of Election.

#### **SECCIÓN 4**

*Votación adelantado por apariencia personal será disponible en la Oficina Electoral del Condado de Denton, 701 Kimberly Drive, Denton, Texas 76208 para los residentes del Condado de Denton y en la Sala Municipal del Pueblo de Prosper 108 W. Broadway, Prosper, Texas 75078 para los residentes del Condado de Collin desde las 8 hasta las 17 horas lunes a sábado empezando lunes 28 de abril 2014 y continuando hasta sábado 3 de mayo 2014 durante horas regulares de negocio que son desde las 8 hasta las 17 horas para votación por adelantado que no sea domingo o cualquier otro día de cierre estatal, con horas extendidas de votación disponible el lunes 5 de mayo 2014 desde las 7 hasta las 19 horas y martes 6 de mayo 2014 desde las 7 hasta las 19 horas. Aplicaciones para balotas por correo serán solicitadas de y regresadas a Collin County Elections Administration Office, Attn: Elections Administrator, 2010 Redbud Blvd, #102, McKinney, Texas 75069 o Denton County Elections Administration Office, Attn.: Elections Administrator, 701 Kimberly Drive, Denton, Texas 76208. Aplicaciones para balota por correo deben recibirse antes del cierre de negocio el 1 de mayo 2014.*

*Votantes del Pueblo y del Distrito Escolar podrán votar en cualquier locación de votación por adelantado abiertas bajo contrato de servicios completo con el Administrador de Elecciones del Condado de Denton, cuales serán designados después de 3 de marzo 2014. Esta frase previa será agregada a la Noticia de Elección.*

#### **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 Mayor and Town Council Place 3 and Place 5 are as follows:

### **SECCIÓN 5**

*Candidatos tendrán que declarar para un lugar específico y mantener fieltad a las fechas de plazo. Paquetes de Candidato están disponibles en la oficina de la Secretaria del Pueblo. Las fechas de plazo para la Elección General para el Alcalde y miembros del Concilio en Lugar 3 y Lugar 5 son los siguientes:*

#### **General Election Filing for the Position of Town Council, Place 3 and Place 5**

January 29, 2014 beginning at 8:00 a.m. through February 28, 2014 ending at 5:00 p.m. Candidates must file in the Town Secretary's Office located at 121 W. Broadway Street, Prosper, Texas.

#### **Declaración para la Elección General para la Posición de Lugar 3 y Lugar 5**

*29 de enero 2014 empezando a las 8 hasta 28 de febrero 2014 terminando a las 17 horas. Candidatos tendrán que declarar con la Oficina de la Secretaria del Pueblo localizada en 121 W. Broadway Street, Prosper, Texas.*

### **SECTION 6**

Direct Record Electronic (DRE) voting machines shall be used in this General Election for early voting by personal appearance and General Election Day voting. Optical-scan ballots shall be used for early voting by mail.

### **SECCIÓN 6**

*Máquinas de votación tipo Direct Record Electronic (DRE) serán utilizadas en esta Elección General para votación por adelantado por apariencia personal y votación del Día de la Elección General. Balotas de Optical-scan serán utilizadas para votación por correo.*

### **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.

### **SECCIÓN 7**

*La Secretaria del Pueblo es autorizada y dirigida a publicar y/o anunciar, en el tiempo y manera promulgada por la ley, toda noticia requerida que sea publicada y/o anunciada en conexión con la conducta de esta Elección General. La Elección General, incluyendo dando noticia de la Elección General, será conducida en acuerdo con el Código de Elección de Texas y otras leyes aplicables, y todo residente calificado y votantes registrados del Pueblo serán elegibles para votar en la Elección General.*

### **SECTION 8**

The Election Officer shall arrange for the appointment, notifications, training and compensation of all Election Judges and Alternate Judges in accordance with 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 law.

### **SECCIÓN 8**

*El Oficial Electoral se encargara con el apuntamiento, notificación, entrenamiento y compensación de todo Juez Electoral y Jueces Alternativos en acuerdo con la ley. El Juez principal apuntara no menos de dos (2) y no mas de nueve (9) dependientes electorales calificados para asistir y servir en el conducto de la elección en acuerdo con la ley.*

### **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 Elections Department and the Denton County Elections Department for the General Election on May 10, 2014.

### **SECCIÓN 9**

*El Alcalde y la Secretaria del Pueblo, en consulto con el Abogado del Pueblo, son autorizados y dirigidos a tomar todo y cada acción necesaria para cumplir con las provisiones del Código de Elecciones de Texas y cualquier otra ley estatal o federal en el desempeño y conducta de la Elección General, sea o no expresamente autorizado. El encargado de la ciudad queda autorizado a ejecutar contratos de servicios de la elección con el Departamento de Elecciones del Condado de Collin y el Departamento de Elecciones del Condado de Denton para la Elección General el 10 de mayo de 2014.*

### **SECTION 10**

This Resolution and order for a General Election shall be effective from and after the passage of this Resolution.

### **SECCIÓN 10**

*Esta Resolución y orden para una Elección General será en efectivo desde y después de la fecha del pasaje de esta Resolución.*

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, COLLIN AND DENTON COUNTIES, TEXAS, ON THIS THE 25TH DAY OF FEBRUARY, 2014.**

**DEBIDAMENTE PASADA Y APROBADA POR EL CONCILIO DEL PUEBLO DE PROSPER, CONDADOS COLLIN Y DENTON, TEXAS, ESTE DIA 25 DE FEBRERO 2014.**

---

**Ray Smith, Mayor**

**ATTEST:**

---

**Robyn Battle, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

---

**Terrence S. Welch, Town Attorney**

**May 10, 2014**  
**Joint General Election**  
**Contract for Election Services**  
**Town of Prosper/Prosper ISD**

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# May 10, 2014 Joint General Election

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I.....Duties and Services of Contracting Officer  
II.....Duties and Services of Town and School District  
III.....Cost of Election  
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## Exhibits

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Exhibit B.....Election Day Vote Centers  
Exhibit C.....Cost of Services



Central Counting Station and the number of clerks to work on the Ballot Board. Election judges shall be secured by the Contracting Officer with the approval of the Town and the School District.

- b. Election judges shall attend the Contracting Officer's school of instruction (Elections Seminar); calendar will be provided.
- c. 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.
- d. The Contracting 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 Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.

- a. The Contracting Officer shall secure election kits which include the legal documentation required to hold an election and all supplies including locks, pens, magic markers, etc.
- b. The Contracting Officer shall secure all tables, chairs, and legal documentation required to run the Central Counting Station.
- c. The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law.
- d. The Contracting 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 voting machines, ADA compliance headphones and keypads (1 per site), transfer cases, voting signs and election supply cabinets.
2. Supplies include smart cards, sample ballots, forms, maps, labels, pens, tape, markers, etc.

C. The Contracting Officer, Sharon Rowe, shall be appointed the Early Voting Clerk by the Town and the School District.

- a. The Contracting Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.
- b. Early Voting by personal appearance for the Town and School District's May 10, 2014, Joint General Election shall be conducted during the time period and at the locations listed in Exhibit "A", attached and incorporated by reference into this contract.
- c. All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office, 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.
  1. Application for mail ballots erroneously mailed to the Town or School District shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Officer for proper retention.
  2. All Federal Post Card Applicants (FPCA) will be sent a mail ballot. No postage is required.
- d. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for count 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 Officer shall arrange for the use of all Election Day locations. Vote Centers will be utilized in this election. Voters may also vote at any additional Vote Center open under a full service contract at no additional cost to the jurisdiction. The Town and School District shall assume the responsibility of remitting the cost of all employee services required to provide access, provide security or provide custodial services for the polling locations. The Election Day Vote Centers are listed in Exhibit "B", attached and incorporated by reference into this contract.

E. The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tabulate the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Sharon Rowe. The Tabulation Supervisor shall be Patty Seals.

- a. 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 Officer.
- b. The Public Logic and Accuracy Test of the electronic voting system shall be conducted.
- c. Election night reports will be available to the Town and School District at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with law.
- d. The Contracting Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide a copy of the unofficial canvass to the Town and School District as soon as possible after all returns have been tallied.
- e. The Contracting Officer shall be appointed the custodian of the voted ballots and shall retain all election material for a period of 6 months.

1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 6 months after the election.

2. The Town and School District can obtain the list of registered voters from the Elections Administration Office after this retention period. Pending no litigation and if the Town or School District does not request the lists, the Contracting Officer shall destroy them.

f. The Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.

## **II. DUTIES AND SERVICES OF THE TOWN AND SCHOOL DISTRICT.**

The Town and School District shall assume the following responsibilities:

A. The Town and School District shall prepare the election orders, resolutions, notices, justice department submissions, official canvass and other pertinent documents for adoption by the appropriate office or body. The Town and School District assumes the responsibility of posting all notices and likewise promoting the schedules for Early Voting and Election Day.

B. The Town and School District shall provide the Contracting 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 Friday, Feb. 28, 2014.

C. The Town and School District shall procure and provide the Contracting Officer with the ballot layout and Spanish interpretation in an electronic format.

a. The Town and School District shall deliver to the Contracting Officer as soon as possible, **but no later than noon Monday, March 3, 2014, (unless the filing period is extended under statute)** the official wording for the Town and School District's May 10, 2014, Joint General Election.

b. The Town and School District shall approve the "blue line" ballot format prior to the final printing.

D. The Town and School District shall post the publication of election notice by the proper methods with the proper media.

E. The Town and School District shall prepare and submit to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, any required submissions on voting changes; as applicable under current law.

F. The Town and School District shall compensate the Contracting Officer for any 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.

G. The Town and School District shall pay the Contracting Officer 90% of the estimated cost to run the said election prior to Friday, April 18, 2014. The Contracting 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 the note "for election services" included with check documentation.**

H. The Town and School District 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.

**III. COST OF SERVICES.** See Exhibit "C."

**IV. GENERAL PROVISIONS.**

A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the Town and School District's May 10, 2014, Joint General 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 Officer will provide copies of all invoices and other charges received in the process of running said election for the Town and School District.

C. If the Town and/or School District 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. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 10, 2014, Joint General Election. (Centralized costs incurred in the conduct of the election will be based on the proportionate share of registered voters in each jurisdiction contracting with the Contracting Officer **and** holding a May 10, 2014, Joint General Election.)

D. The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas.

WITNESS BY MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2014.

\_\_\_\_\_  
Sharon Rowe  
Elections Administrator  
Collin County, Texas

WITNESS BY MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2014.

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

Attest: \_\_\_\_\_  
Robyn Battle, Town Secretary  
Town of Prosper

WITNESS BY MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2014.

By: \_\_\_\_\_  
Dr. Drew Watkins, Superintendent  
Prosper Independent School District

Attest: \_\_\_\_\_  
Dr. Michael Goddard, Asst. Superintendent  
Prosper Independent School District

## Exhibit "A"

**MAY 10, 2014, JOINT GENERAL ELECTION**  
**Town of Prosper & Prosper ISD\***

**Early Voting Locations and Hours**

<b>Polling Place</b>		<b>Address</b>			<b>Town</b>	
Collin County Election Office (Main Early Voting Location)		2010 Redbud Blvd., #102			McKinney	
Prosper Municipal Chambers		108 W. Broadway St.			Prosper	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<i>April 27</i>	<i>April 28</i>	<i>April 29</i>	<i>April 30</i>	<i>May 1</i>	<i>May 2</i>	<i>May 3</i>
	<b>8am – 5pm</b>	<b>8am – 5pm</b>	<b>8am – 5pm</b>	<b>8am - 5pm</b>	<b>8am - 5pm</b>	<b>8am - 5pm</b>
<i>May 4</i>	<i>May 5</i>	<i>May 6</i>	<i>May 7</i>	<i>May 8</i>	<i>May 9</i>	<i>May 10</i>
	<b>7am – 7pm</b>	<b>7am – 7pm</b>				<b>7am – 7pm</b> <b>Election Day</b>

\* 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 Administration.

## Exhibit "B"

**MAY 10, 2014  
JOINT GENERAL ELECTION**

**Election Day Polling Locations –Town of Prosper & PISD\***

<b>Precincts</b>	<b>Location</b>	<b>Address</b>	<b>Town</b>
"VOTE CENTERS"	Prosper ISD Administration Bldg.	605 E. 7 <sup>th</sup> Street	Prosper

\* Town and School District voters may vote at any of the additional Election Day Vote Centers open under full contract services with the Collin County Elections Administration.

**SUMMARY OF COSTS FOR TOWN OF PROSPER**

<b>SUPPLY COST</b>	\$189.68
<b>EQUIPMENT RENTAL COST</b>	\$1,254.00
<b>EARLY VOTING</b>	\$1,638.40
<b>ELECTION DAY</b>	\$236.50
<b>ADMINISTRATIVE EXPENSES</b>	\$37.50
<b>TABULATION/CENTRALIZED COSTS</b>	<u>\$1,000.00</u>

This number could be higher or lower....we have no idea how many jurisdictions will be holding elections

Total	\$4,356.08
10% Administrative Fee	<u>\$435.61</u>

**Grand Total** **\$4,791.69**

**90% Deposit Due by 4/18/14** **\$4,312.52**

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 located entirely or partially inside the boundaries of Denton County:

List of entities to be determined after the  
 final order deadline

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 May 10, 2014 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 and/or special election on May 10, 2014.

The County owns an electronic voting system, the Hart InterCivic eSlate/eScan Voting System (Version 6.2.1), 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 desire to use the County's electronic 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 the parties, IT IS AGREED as follows:

**I. ADMINISTRATION**

The parties agree to hold a "Joint Election" with each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Denton County 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 Denton County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Denton County 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.

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 polling places where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote.

**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 electronic 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 Denton County Elections Administrator.

### **III. VOTING LOCATIONS**

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating city, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Attachment A of this agreement. In the event that a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location with the approval of the affected participating authorities. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Attachment A.

If polling places for the May 10, 2014 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 May 10, 2014 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 and addresses in effect for the May 10, 2014 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 official who is 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. Election judges and clerks who attend voting equipment training and/or procedures training shall be compensated at the rate of \$7 per hour.

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 him of his appointment, the time and location 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 (\$11 an hour for presiding judges, \$10 an hour for alternate judges, and \$9 an hour for clerks) pursuant to Texas Election Code Section 32.091. The election judge, or his designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help 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 as members 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.

## **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 electronic voting system and equipment, 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. The Elections Administrator shall be responsible for conducting all required testing of the electronic 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 parties 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). Each participating authority shall be responsible for proofreading and approving the ballot and the audio recording of the ballot, insofar as it pertains to that authority's candidates and/or propositions.

The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged in the following order: Independent School District, City, Water District(s), and other political subdivisions.

Early Voting by Personal Appearance and voting on Election Day shall be conducted exclusively on Denton County's eSlate electronic voting system.

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 relevant employees upon hiring as required by Election Code Section 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 authority shall serve in that capacity without additional compensation.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any of the joint early voting locations.

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 for the Denton County Early Voting Clerk is:

Frank Phillips, Early Voting Clerk  
Denton County Elections  
PO Box 1720  
Denton, TX 76202

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.) should 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

The Elections Administrator shall post on the county website each participating authority's early voting report on a daily basis and a cumulative final early voting report following the close of early voting. In accordance with Section 87.121(g) of the Election Code, the daily reports showing the previous day's early voting activity will be posted to the county website no later than 8:00 a.m. each business day.

## **VII. EARLY VOTING BALLOT BOARD**

Denton County shall appoint 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 Sections 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Frank Phillips, Denton County Elections Administrator
Tabulation Supervisor:	Brandy Grimes, Denton County Technical Operations Manager
Presiding Judge:	Kerry Martin, Deputy Elections Administrator
Alternate Judge:	Paula Paschal, Contract Manager

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central and remote counting stations and are tabulated. 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 and by posting to the Denton County web site.

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-by-precinct results that are required by Texas Election Code Section 67.004 for the participating entities 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 his designee, no later than three days after Election Day of the date of the canvass.

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. The Elections Administrator agrees to upload these reports for each participating authority, unless requested otherwise.

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 and the Secretary of State's Office.

#### **IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY**

Each participating authority with territory containing population outside 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 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 May 10, 2014 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 Saturday, June 21, 2014. This date may be negotiable based on the Secretary of State's calendar for elections in 2014.

#### **XI. ELECTION EXPENSES AND ALLOCATION OF COSTS**

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the average cost per election day polling place (unit cost) as determined by adding together the overall expenses and dividing the expenses equally among the total number of polling places. Costs for polling places shared by more than one participating authority shall be pro-rated equally among the participants utilizing that polling place.

It is agreed that 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 election day polling places 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 costs 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 a pro-rata 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 a pro-rata 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.

Each participating authority agrees to pay the Denton County 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 any 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, that entity agrees to pay the entire cost for that request.

Participating authorities having the majority of their voters in another county, and 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.

## **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 fee, 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, an 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 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 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 authority agrees 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 Judge 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 or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision 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.




**XVII. SIGNATURE PAGE (separate page)**

Revised 1.31.2014 (11:34 a.m.)



## 2014 Town of Prosper General Election Calendar

January 29	First day candidates may file an application for a place on the ballot.
February 28	Last day candidates may file an application for a place on the ballot. (Must be received by 5:00 p.m.)
March 3	Town Secretary conducts drawing for order of names on ballot at 8:15 a.m. in the Town Secretary's Office.
March 5	Last day for a candidate to withdraw application for a place on the ballot. (Must be received in writing by 5:00 p.m.)
April 10	Last day to register to vote in the May 10, 2014, General Election.
April 10	Due date for filing first report of campaign contributions and expenditures. (by 5:00 p.m.)
April 28	First day to vote early by personal appearance.
May 2	Due date for filing second report of campaign contributions and expenditures. (by 5:00 p.m.)
May 6	Last day to vote early by personal appearance.
<b>May 10</b>	<b>ELECTION DAY</b>
May 13 - 21	Period for official canvass of election returns by Town Council.
July 15	Last day for timely filing of final or semi-annual report of campaign contributions and expenditures. (by 5:00 p.m.)



## ADMINISTRATION

**To: Mayor and Town Council**

**From: Robyn Battle, Town Secretary**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – February 25, 2014**

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**Agenda Item:**

Consider and act upon appointing Mark DeMattia to the Board of Directors, and approving the appointment of Nathan P. Bontke, Scott Ramsey, Brett L. Pedigo, and David Blom for the remaining positions on the Board of Directors for the Prosper Management District No. 1.

**Description of Agenda Item:**

The Prosper Management District (PMD) No. 1 was created in 2009 by Forest City for the purpose of imposing taxes and issuing bonds to help facilitate the development of the commercial land along US 380 that is now owned by Terra Verde.

The District's Board of Directors was appointed according to the terms of the Creation Legislation, and the directors' terms have since expired. The Town Council is authorized to appoint one member of the Board by majority vote, and the Town Council has the authority to approve or disapprove the recommendation submitted by the Board for the remaining four positions. The Board of Directors for the Prosper Municipal Management District No. 1 met on February 6, 2014, and approved the attached Resolution Requesting Appointment of Directors.

Mark DeMattia was appointed to the Prosper Management District No. 1 in 2009. Mr. DeMattia continues to meet the qualifications required to serve on the Board of Directors and is interested in continuing his service on this Board. The District recommends that the Town Council approve the following individuals to serve in the remaining positions on PMD No. 1: Nathan P. Bontke, Scott Ramsey, Brett L. Pedigo, and David Blom

**Attached Documents:**

1. PMD No. 1 Resolution Requesting Appointment of Directors

**Town Staff Recommendation:**

Town staff recommends the Town Council appoint Mark DeMattia to the Board of Directors, and approving the appointment of Nathan P. Bontke, Scott Ramsey, Brett L. Pedigo, and David Blom for the remaining positions on the Board of Directors for the Prosper Management District No. 1.

**Proposed Motion:**

I make a motion to appoint Mark DeMattia to the Board of Directors, and approving the appointment of Nathan P. Bontke, Scott Ramsey, Brett L. Pedigo, and David Blom for the remaining positions on the Board of Directors for the Prosper Management District No. 1.

CERTIFICATE FOR RESOLUTION  
REQUESTING APPOINTMENT OF DIRECTORS

THE STATE OF TEXAS §  
COUNTY OF DENTON §  
PROSPER MANAGEMENT DISTRICT NO. 1 §

We, the undersigned officers of the Board of Directors (the "Board") of Prosper Management District No. 1 of Denton County (the "District"), hereby certify as follows:

1. The Board convened in special session, open to the public, on the 6<sup>th</sup> day of February, 2014, at a designated meeting place outside the boundaries of the District, and the roll was called of the members of the Board to-wit:

- |                |   |                     |
|----------------|---|---------------------|
| Vacant         | - | Chairman            |
| Scott Ramsey   | - | Vice Chairman       |
| Bret L. Pedigo | - | Secretary           |
| Mark DeMettia  | - | Assistant Secretary |
| Nathan Bontke  | - | Assistant Secretary |

All members of the Board were present except the following absentees: None thus constituting a quorum. Whereupon, among other business, the following was transacted at such meeting:

RESOLUTION REQUESTING APPOINTMENT OF DIRECTORS

was duly introduced for the consideration of the Board. It was then duly moved and seconded that such Resolution be adopted; and, after due discussion, such motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: 4

NOES: 0

2. A true, full, and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; such Resolution has been duly recorded in said Board's minutes of such meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Board's minutes of such meeting pertaining to the adoption of such Resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance of the time, place, and purpose of such meeting and that such Resolution would be introduced and considered for adoption at such meeting and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; such meeting was open to the public, as required by law, and public notice of the time, place and purpose of such meeting was given as required by V.T.C.A., Government Code, Chapter 551, as amended.

SIGNED AND SEALED the 6<sup>th</sup> day of February, 2014.

Bret L. Pedigo  
Secretary, Board of Directors

Scott Ramsey  
Vice Chairman, Board of Directors



RESOLUTION REQUESTING APPOINTMENT OF DIRECTORS

THE STATE OF TEXAS §

COUNTY OF DENTON §

PROSPER MANAGEMENT DISTRICT NO. 1 §

WHEREAS, Prosper Management District No. 1 (the "District") was duly created by Acts of the 81st Leg., R.S., H.B. 4752 codified at Texas Special District Local Laws Code Chapter 3886 (the "Creation Legislation"), a copy of which is attached hereto as Exhibit "A".

WHEREAS, the District's Board of Directors (the "Board") was appointed according to the terms of the Creation Legislation and the directors' terms have since expired.

WHEREAS, pursuant to Section 3886.053 of the Creation Legislation, if there are fewer than three directors, the governing body of the Town of Prosper (the "Town") shall appoint the necessary number of directors to fill all board vacancies.

WHEREAS, the Creation Legislation authorizes the Town to appoint one member of the Board by majority vote and for the remaining four positions the Town shall approve or disapprove the recommendation submitted by the Board.

WHEREAS, the Board hereby recommends the appointment of the following named four (4) persons to the District's Board of Directors who are each and all over eighteen (18) years of age, resident citizens of the State of Texas, owners of land subject to taxation within the District, and are otherwise qualified to serve as directors of the District under the provisions of the

Creation Legislation: Nathan P. Bontke

Scott Ramsey

Brett L. Pedigo

David Blom

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF PROSPER MANAGEMENT DISTRICT NO. 1 THAT:

Section 1: The District prays that the Town appoint one member to the District's Board of Directors and approve the recommendation of Nathan P. Bontke, Scott Ramsey, Brett L. Pedigo and David Blom to serve as directors until their successors are appointed and qualified.

Section 2: The District's Consultants and Directors are hereby authorized and directed to proceed with all necessary steps in connection with the appointment of the Board of Directors.

PASSED AND APPROVED this 6<sup>th</sup> day of February, 2014.

ATTEST:

  
\_\_\_\_\_  
Vice Chairman, Board of Directors

  
\_\_\_\_\_  
Secretary, Board of Directors



Bill Number: TX81RHB 4752

Date: 05-28-2009

ENROLLED

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AN ACT

relating to the creation of the Prosper Management District No. 1;  
providing authority to impose a tax and issue bonds.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subtitle C, Title 4, Special District Local Laws  
Code, is amended by adding Chapter 3886 to read as follows:

CHAPTER 3886. PROSPER MANAGEMENT DISTRICT NO. 1

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 3886.001. DEFINITIONS. In this chapter:

(1) "Board" means the district's board of directors.

(2) "Director" means a board member.

(3) "District" means the Prosper Management District  
No. 1.

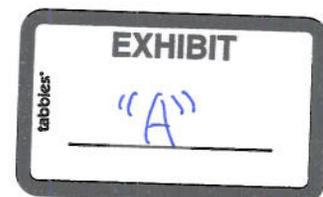
(4) "Improvement project" means any program or project  
authorized by Section 3886.103, inside or outside the district.

(5) "Town" means the Town of Prosper, Texas.

Sec. 3886.002. NATURE OF DISTRICT. The district is a  
special district created under Sections 52 and 52-a, Article III,  
and Section 59, Article XVI, Texas Constitution.

Sec. 3886.003. FINDINGS OF PUBLIC PURPOSE AND BENEFIT. (a)  
The district is created to serve a public purpose and benefit.

(b) All land and other property included in the district  
will benefit from the improvements and services to be provided by  
the district under powers conferred by Sections 52 and 52-a,



1 Article III, and Section 59, Article XVI, Texas Constitution, and  
2 other powers granted under this chapter.

3 (c) The district is created to accomplish the purposes of a  
4 municipal management district as provided by general law and  
5 Sections 52 and 52-a, Article III, and Section 59, Article XVI,  
6 Texas Constitution.

7 (d) The creation of the district is in the public interest  
8 and is essential to:

9 (1) further the public purposes of developing and  
10 diversifying the economy of the state;

11 (2) eliminate unemployment and underemployment; and

12 (3) develop or expand transportation and commerce.

13 (e) The district will:

14 (1) promote the health, safety, and general welfare of  
15 residents, employers, employees, potential employees, visitors,  
16 and consumers in the district, and of the public;

17 (2) provide needed funding for the district to  
18 preserve, maintain, and enhance the economic health and vitality of  
19 the district territory as a community and business center; and

20 (3) promote the health, safety, welfare, and enjoyment  
21 of the public by providing pedestrian ways and by landscaping and  
22 developing certain areas in the district, which are necessary for  
23 the restoration, preservation, and enhancement of scenic beauty.

24 (f) Pedestrian ways along or across a street, whether at  
25 grade or above or below the surface, and street lighting, street  
26 landscaping, parking, and street art objects are parts of and  
27 necessary components of a street and are considered to be a street

1 or road improvement.

2 (g) The district will not act as the agent or  
3 instrumentality of any private interest even though the district  
4 will benefit many private interests as well as the public.

5 (h) This chapter and the creation of the district may not be  
6 interpreted to relieve the town, Collin County, or Denton County  
7 from providing the level of services provided as of the effective  
8 date of the Act creating this chapter to the area in the district.  
9 The district is created to supplement and not to supplant the town  
10 and county services provided in the district.

11 Sec. 3886.004. INITIAL DISTRICT TERRITORY. (a) The  
12 district is initially composed of the territory described by  
13 Section 2 of the Act creating this chapter.

14 (b) The boundaries and field notes contained in Section 2 of  
15 the Act creating this chapter form a closure. A mistake made in the  
16 field notes or in copying the field notes in the legislative process  
17 does not affect the district's:

18 (1) organization, existence, or validity;

19 (2) right to issue any type of bond for the purposes  
20 for which the district is created or to pay the principal of and  
21 interest on a bond;

22 (3) right to impose a tax; or

23 (4) legality or operation.

24 Sec. 3886.005. ELIGIBILITY FOR INCLUSION IN SPECIAL ZONES.

25 (a) All or any part of the area of the district is eligible to be  
26 included in:

27 (1) a tax increment reinvestment zone created by the

1 town under Chapter 311, Tax Code;

2 (2) a tax abatement reinvestment zone created by the

3 town under Chapter 312, Tax Code; or

4 (3) an enterprise zone created by the town under

5 Chapter 2303, Government Code.

6 (b) If the town creates a tax increment reinvestment zone,

7 tax abatement reinvestment zone, or enterprise zone under

8 Subsection (a), the town and the board of directors of the zone, by

9 contract with the district, may grant money deposited in the tax

10 increment fund to the district to be used by the district for the

11 purposes described by Section 380.002(b), Local Government Code,

12 for money granted to a corporation under that section, including

13 the right to pledge the money as security for any bonds issued by

14 the district for an improvement project.

15 (Sections 3886.006-3886.050 reserved for expansion)

16 SUBCHAPTER B. BOARD OF DIRECTORS

17 Sec. 3886.051. GOVERNING BODY; TERMS. (a) The district is

18 governed by a board of five directors.

19 (b) Directors serve staggered four-year terms, with the

20 terms of two or three directors expiring on June 1 of each

21 odd-numbered year.

22 (c) The governing body of the town, by a majority vote,

23 shall appoint one member of the board.

24 (d) The board shall recommend to the governing body of the

25 town persons to serve in the other four positions. The board shall

26 recommend to the governing body of the town the appropriate number

27 of successor directors before the terms of directors appointed

1 under this subsection expire. After reviewing the recommendations,  
2 the governing body shall approve or disapprove the directors  
3 recommended by the board. If the governing body is not satisfied  
4 with the recommendations submitted by the board, the board, on the  
5 request of the governing body, shall submit additional  
6 recommendations.

7 (e) Board members may serve successive terms.

8 (f) If any provision of Subsection (c), (d), or (e) is found  
9 to be invalid, the Texas Commission on Environmental Quality shall  
10 appoint the board from recommendations submitted by the preceding  
11 board.

12 Sec. 3886.052. ELIGIBILITY. Except for a director  
13 appointed as provided by Section 3886.051(c) or 3886.056(a), to be  
14 eligible to serve as a director a person must own land in the  
15 district. Section 49.052, Water Code, applies to the district.

16 Sec. 3886.053. VACANCY. (a) The remaining directors shall  
17 fill a vacancy on the board by appointing a person who is eligible  
18 under Section 3886.052.

19 (b) If there are fewer than three directors, the governing  
20 body of the town shall appoint the necessary number of directors to  
21 fill all board vacancies.

22 Sec. 3886.054. DIRECTOR'S OATH AND AFFIRMATION. A  
23 director's oath and affirmation of office shall be filed with the  
24 district, and the district shall retain the oath and affirmation in  
25 the district records.

26 Sec. 3886.055. OFFICERS. The board shall elect from among  
27 the directors a chair, a vice chair, and a secretary.

1           Sec. 3886.056. INITIAL DIRECTORS. (a) The governing body  
2           of the town shall appoint one initial director not later than the  
3           90th day after the effective date of the Act creating the district.

4           (b) On or after the effective date of the Act creating the  
5           district, the owner or owners of a majority of the assessed value of  
6           the real property in the district may submit a petition to the  
7           governing body of the town requesting that the governing body  
8           appoint as additional initial directors the four persons named in  
9           the petition.

10           (c) If a petition described by Subsection (b) is not  
11           submitted to the governing body of the town not later than the 30th  
12           day after the effective date of the Act creating the district, the  
13           governing body shall appoint as initial directors four additional  
14           persons eligible under Section 3886.052.

15           (d) The four initial directors named in the petition  
16           described by Subsection (b) or appointed under Subsection (c) shall  
17           draw lots to determine which two directors shall serve two-year  
18           terms and which two directors shall serve four-year terms. The  
19           director appointed by the town under Subsection (a) shall serve a  
20           four-year term.

21           (e) This section expires September 1, 2013.  
22           (Sections 3886.057-3886.100 reserved for expansion)

23           SUBCHAPTER C. POWERS AND DUTIES

24           Sec. 3886.101. GENERAL POWERS AND DUTIES. The district has  
25           the powers and duties necessary to accomplish the purposes for  
26           which the district is created.

27           Sec. 3886.102. MUNICIPAL MANAGEMENT DISTRICT POWERS AND

1 DUTIES. (a) The district has the powers and duties provided by the  
2 general laws of this state, including Chapter 375, Local Government  
3 Code, as applicable to municipal management districts created under  
4 Sections 52 and 52-a, Article III, and Section 59, Article XVI,  
5 Texas Constitution.

6 (b) The district shall make available a district water or  
7 wastewater facility to each person who holds a certificate of  
8 convenience and necessity under Chapter 13, Water Code, for land in  
9 the district.

10 (c) The district may not provide retail water or wastewater  
11 services.

12 Sec. 3886.103. IMPROVEMENT PROJECTS. (a) Subject to  
13 Sections 3886.102(b) and (c), the district may provide, or it may  
14 enter into contracts with a governmental or private entity to  
15 provide, the following types of improvement projects located in the  
16 district or activities in support of or incidental to those  
17 projects:

18 (1) a supply and distribution facility or system to  
19 provide potable and town-approved nonpotable water to the residents  
20 and businesses of the district, including a wastewater collection  
21 facility;

22 (2) a paved road, street, or turnpike, inside and  
23 outside the district, to the extent authorized by Section 52,  
24 Article III, Texas Constitution;

25 (3) the planning, design, construction, improvement,  
26 and maintenance of:

27 (A) landscaping;

1                    (B) highway right-of-way or transit corridor  
2 beautification and improvement;  
3                    (C) lighting, banners, and signs;  
4                    (D) a street or sidewalk;  
5                    (E) a hiking and cycling path or trail;  
6                    (F) a pedestrian walkway, skywalk, crosswalk, or  
7 tunnel;  
8                    (G) a park, lake, garden, recreational facility,  
9 sports facility, open space, scenic area, or related exhibit or  
10 preserve;  
11                   (H) a fountain, plaza, or pedestrian mall; or  
12                   (I) a drainage or storm-water detention  
13 improvement;  
14                   (4) protection and improvement of the quality of storm  
15 water that flows through the district;  
16                   (5) the planning, design, construction, improvement,  
17 maintenance, and operation of:  
18                    (A) a water or sewer facility; or  
19                    (B) an off-street parking facility or heliport;  
20                   (6) the planning and acquisition of:  
21                    (A) public art and sculpture and related exhibits  
22 and facilities; or  
23                    (B) an educational and cultural exhibit or  
24 facility;  
25                    (7) the planning, design, construction, acquisition,  
26 lease, rental, improvement, maintenance, installation, and  
27 management of and provision of furnishings for a facility for:

- 1                   (A) a conference, convention, or exhibition;  
2                   (B) a manufacturer, consumer, or trade show;  
3                   (C) a civic, community, or institutional event;  
4     or  
5                   (D) an exhibit, display, attraction, special  
6     event, or seasonal or cultural celebration or holiday;  
7                   (8) the removal, razing, demolition, or clearing of  
8     land or improvements in connection with improvement projects;  
9                   (9) the acquisition and improvement of land or other  
10    property for the mitigation of the environmental effects of an  
11    improvement project;  
12                  (10) the acquisition of property or an interest in  
13    property in connection with an authorized improvement project;  
14                  (11) a special or supplemental service for the  
15    improvement and promotion of the district or an area adjacent to the  
16    district or for the protection of public health and safety in or  
17    adjacent to the district, including:  
18                   (A) advertising;  
19                   (B) promotion;  
20                   (C) tourism;  
21                   (D) health and sanitation;  
22                   (E) public safety;  
23                   (F) security;  
24                   (G) fire protection or emergency medical  
25    services;  
26                   (H) business recruitment;  
27                   (I) development;

1                   (J) elimination of traffic congestion; and

2                   (K) recreational, educational, or cultural

3 improvements, enhancements, and services; or

4                   (12) any similar public improvement, facility, or

5 service.

6           (b) Subject to Section 3886.104, the district may not

7 undertake an improvement project under this section unless the

8 board determines the project to be necessary to accomplish a public

9 purpose of the district.

10           (c) An improvement project must comply with any applicable

11 town requirements, including codes and ordinances and any planned

12 development ordinance applicable to land in the district.

13           (d) The district may not provide, conduct, or authorize an

14 improvement project on the town streets, highways, rights-of-way,

15 or easements without the consent of the governing body of the town.

16           (e) Subject to an agreement between the district and the

17 town, the town may:

18                   (1) by ordinance, order, or resolution require that

19 title to all or any portion of an improvement project vest in the

20 town; or

21                   (2) by ordinance, order, resolution, or other

22 directive, authorize the district to own, encumber, maintain, and

23 operate an improvement project, subject to the right of the town to

24 order a conveyance of the improvement project to the town on a date

25 determined by the town, provided, however, that if an improvement

26 project is conveyed to the town, the improvement project will

27 continue to be used to serve land in the district.

1           (f) The district shall immediately comply with any town  
2 ordinance, order, or resolution adopted under Subsection (e).

3           (g) For the purposes of this section, planning, design,  
4 construction, improvement, and maintenance of a lake includes work  
5 done for drainage, reclamation, or recreation.

6           Sec. 3886.104. PROJECT DEVELOPMENT AGREEMENT

7 REQUIRED. Before the district may issue bonds, impose taxes, or  
8 borrow money, the district and the town must negotiate and execute a  
9 mutually approved and accepted interlocal project development  
10 agreement regarding the district's development plans and rules for:

11           (1) the development and operation of the district; and

12           (2) the financing of improvement projects.

13           Sec. 3886.105. GENERAL POWERS REGARDING CONTRACTS. (a)

14 The district may:

15           (1) contract with any person to accomplish any  
16 district purpose, including a contract for:

17           (A) the payment, repayment, or reimbursement of  
18 costs incurred by that person on behalf of the district, including  
19 all or part of the costs of any improvement project and interest on  
20 the reimbursed cost; or

21           (B) the use, occupancy, lease, rental,  
22 operation, maintenance, or management of all or part of a proposed  
23 or existing improvement project; and

24           (2) apply for and contract with any person to receive,  
25 administer, and perform a duty or obligation of the district under a  
26 federal, state, local, or private gift, grant, loan, conveyance,  
27 transfer, bequest, or other financial assistance arrangement

1 relating to the investigation, planning, analysis, study, design,  
2 acquisition, construction, improvement, completion,  
3 implementation, or operation by the district or others of a  
4 proposed or existing improvement project.

5 (b) A contract the district enters into to carry out a  
6 purpose of this chapter may be on any terms and for any period the  
7 board determines, including a negotiable or nonnegotiable note or  
8 warrant payable to the town, Collin County, Denton County, or any  
9 other person.

10 (c) Any person may contract with the district to carry out  
11 the purposes of this chapter without further statutory or other  
12 authorization.

13 (d) The governing body of the town must approve a contract  
14 payable from ad valorem taxes for a period longer than one year.

15 Sec. 3886.106. RULES; ENFORCEMENT. (a) The district may  
16 adopt rules:

17 (1) to administer or operate the district;

18 (2) for the use, enjoyment, availability, protection,  
19 security, and maintenance of the district's property and  
20 facilities; or

21 (3) to provide for public safety and security in the  
22 district.

23 (b) The district may enforce its rules by injunctive relief.

24 (c) To the extent a district rule conflicts with a town  
25 rule, order, or regulation, the town rule, order, or regulation  
26 controls.

27 Sec. 3886.107. NAME CHANGE. The board by resolution may

1 change the district's name. The board shall give written notice of  
2 the change to the town.

3 Sec. 3886.108. ADDING OR REMOVING TERRITORY. The board may  
4 add or remove territory under Subchapter J, Chapter 49, Water Code,  
5 and Section 54.016, Water Code, except that:

6 (1) the addition or removal of the territory must be  
7 approved by:

8 (A) the governing body of the town; and

9 (B) the owners of the territory being added or  
10 removed;

11 (2) a reference to a tax in Subchapter J, Chapter 49,  
12 Water Code, or Section 54.016, Water Code, means an ad valorem tax;  
13 and

14 (3) territory may not be removed from the district if  
15 bonds or other obligations of the district payable wholly or partly  
16 from ad valorem taxes on the territory are outstanding.

17 Sec. 3886.109. ECONOMIC DEVELOPMENT. The district may  
18 create economic development programs and exercise the economic  
19 development powers that Chapter 1509, Government Code, provides for  
20 a municipality.

21 Sec. 3886.110. NO EMINENT DOMAIN POWER. The district may  
22 not exercise the power of eminent domain.

23 Sec. 3886.111. TERMS OF EMPLOYMENT; COMPENSATION. The  
24 board may employ and establish the terms of employment and  
25 compensation of an executive director or general manager and any  
26 other district employees the board considers necessary.

27 (Sections 3886.112-3886.150 reserved for expansion)

1 SUBCHAPTER D. GENERAL FINANCIAL PROVISIONS

2 Sec. 3886.151. ELECTIONS REGARDING TAXES OR BONDS. (a) The  
3 district may issue, without an election, bonds and other  
4 obligations secured by revenue or contract payments from any source  
5 other than ad valorem taxes.

6 (b) The district must hold an election in the manner  
7 provided by Chapters 49 and 54, Water Code, to obtain voter approval  
8 before the district may impose an ad valorem tax or issue bonds  
9 payable from ad valorem taxes.

10 (c) The district may not issue bonds payable from ad valorem  
11 taxes to finance a road project unless the issuance is approved by a  
12 vote of a two-thirds majority of the district voters voting at an  
13 election held for that purpose.

14 Sec. 3886.152. BORROWING MONEY. The district may borrow  
15 money for a district purpose by issuing or executing bonds, notes,  
16 credit agreements, or other obligations of any kind found by the  
17 board to be necessary or appropriate for a district purpose. A  
18 note, bond, credit agreement, or other obligation must be secured  
19 by and payable from ad valorem taxes, assessments, or any other  
20 district revenue.

21 Sec. 3886.153. OPERATION AND MAINTENANCE TAX. (a) If  
22 authorized at an election held under Section 3886.151, the district  
23 may impose an operation and maintenance tax on taxable property in  
24 the district in accordance with Section 49.107, Water Code.

25 (b) Except as provided by Subsection (c), the district may  
26 impose the tax for operation and maintenance purposes, including  
27 for:

1           (1) planning, constructing, acquiring, maintaining,  
2 repairing, and operating all improvement projects, including land,  
3 plants, works, facilities, improvements, appliances, and equipment  
4 of the district; and

5           (2) paying costs of services, engineering and legal  
6 fees, and organization and administrative expenses.

7           (c) The district may not impose an operation and maintenance  
8 tax unless the maximum rate of the tax is approved by the governing  
9 body of the town and a majority of the voters of the district voting  
10 at an election held for that purpose. If the maximum tax rate is  
11 approved, the board may impose the tax at any rate that does not  
12 exceed the approved rate.

13           (d) An operation and maintenance tax election may be held at  
14 the same time and in conjunction with any other district election.  
15 The election may be called by a separate election order or as part  
16 of any other election order.

17           Sec. 3886.154. CONTRACT TAXES. (a) In accordance with  
18 Section 49.108, Water Code, the district may make payments under a  
19 contract from taxes other than operation and maintenance taxes  
20 after the provisions of the contract have been approved by a  
21 majority of the district voters voting at an election held for that  
22 purpose.

23           (b) A contract approved by the district voters may contain a  
24 provision stating that the contract may be modified or amended by  
25 the board without further voter approval.

26 (Sections 3886.155-3886.200 reserved for expansion)

27 SUBCHAPTER E. BONDS AND OTHER OBLIGATIONS

1           Sec. 3886.201. AUTHORITY TO ISSUE BONDS AND OTHER  
2 OBLIGATIONS. The district may issue bonds or other obligations  
3 payable wholly or partly from ad valorem taxes, impact fees,  
4 revenue, contract payments, grants, sales and use taxes, revenue  
5 from a zone created under Chapter 311 or 312, Tax Code, or Chapter  
6 2303, Government Code, other district money, or any combination of  
7 those sources, to pay for any authorized district purpose.

8           Sec. 3886.202. TAXES FOR BONDS. (a) At the time the district  
9 issues bonds payable wholly or partly from ad valorem taxes, the  
10 board shall provide for the annual imposition of an ad valorem tax,  
11 without limit as to rate or amount, as required by Section 54.601,  
12 Water Code.

13           (b) The board shall annually impose the tax while all or  
14 part of the bonds are outstanding. Sections 54.601 and 54.602,  
15 Water Code, govern the amount and rate of the tax.

16           (c) The district annually shall impose the tax on all  
17 taxable property in the district in an amount sufficient to:

18           (1) pay the interest on the bonds or other obligations  
19 as the interest becomes due;

20           (2) create a sinking fund for the payment of the  
21 principal of the bonds or other obligations when due or the  
22 redemption price at any earlier required redemption date; and

23           (3) pay the expenses of imposing the tax.

24           (d) The district may not issue bonds or other obligations  
25 that are secured by and payable from ad valorem taxes unless the  
26 bonds and the imposition of taxes are approved by:

27           (1) a majority of the district voters voting at an

1 election for that purpose; and

2 (2) the governing body of the town.

3 (e) The district shall hold an election required by this

4 section in the manner provided by Chapter 54, Water Code.

5 Sec. 3886.203. BOND ISSUANCE PLAN REQUIRED BEFORE ISSUING  
6 BONDS. The district may not issue bonds until the governing body of  
7 the town approves a bond issuance plan authorizing and prescribing  
8 the limitations on the issuance of the bonds.

9 Sec. 3886.204. BOND MATURITY. Bonds must mature not more  
10 than 40 years from their date of issuance.

11 Sec. 3886.205. BONDS FOR ROAD PROJECTS. At the time of  
12 issuance, the total principal amount of bonds or other obligations  
13 issued or incurred to finance road projects may not exceed  
14 one-fourth of the assessed value of the real property in the  
15 district.

16 (Sections 3886.206-3886.250 reserved for expansion)

17 SUBCHAPTER F. DISSOLUTION

18 Sec. 3886.251. DISSOLUTION BY TOWN ORDINANCE. (a) The town  
19 by ordinance may dissolve the district.

20 (b) The town may not dissolve the district until the  
21 district's outstanding indebtedness or contractual obligations  
22 that are payable from ad valorem taxes have been repaid or  
23 discharged.

24 (c) The town may not dissolve the district until the  
25 agreement under Section 3886.104 has been executed and the  
26 district's performance under the agreement has been fulfilled,  
27 including any right or obligation the district has to reimburse a

1 developer or owner for the costs of improvement projects.

2 (d) The town may not dissolve the district before December  
3 31, 2016.

4 Sec. 3886.252. COLLECTION OF ASSESSMENTS AND OTHER REVENUE.

5 (a) If the dissolved district has bonds or other obligations  
6 outstanding secured by and payable from assessments or other  
7 revenue, other than ad valorem taxes, the town shall succeed to the  
8 rights and obligations of the district regarding enforcement and  
9 collection of the assessments or other revenue.

10 (b) The town shall have and exercise all district powers to  
11 enforce and collect the assessments or other revenue to pay:

12 (1) the bonds or other obligations when due and  
13 payable according to their terms; or

14 (2) special revenue or assessment bonds or other  
15 obligations issued by the town to refund the outstanding bonds or  
16 obligations.

17 Sec. 3886.253. ASSUMPTION OF ASSETS AND LIABILITIES. (a)

18 After the town dissolves the district, the town assumes the  
19 obligations of the district, including any bonds or other  
20 indebtedness payable from assessments or other district revenue.

21 (b) If the town dissolves the district, the board shall  
22 transfer ownership of all district property to the town.

23 SECTION 2. The Prosper Management District No. 1 initially  
24 includes all the territory contained in the following area:

25 BEING a tract of land out of the C. SMITH SURVEY, Abstract No.  
26 1681, the J. BATES SURVEY, Abstract No. 1620, the L. SALING SURVEY,  
27 Abstract No. 1675, the H.P. SALING SURVEY, Abstract No. 1628, the

1 M.E.P. & P.R.R. SURVEY, Abstract No. 1476, the P. BARNES SURVEY,  
2 Abstract No. 79, the B. HADGES SURVEY, Abstract No. 593, the A.B.  
3 JAMISON SURVEY, Abstract No. 672, and the J. MORTON SURVEY,  
4 Abstract No. 793, in Denton County, Texas, and being part of the  
5 tract of land described in deed to Mahard 2003 Partnership, L.P.  
6 recorded in Denton County Clerk's File No. 2004-0014698 of the Real  
7 Property Records of Denton County, Texas, being all of the tract of  
8 land described in deed to Mahard Egg Farm, Inc. recorded in Volume  
9 1936, Page 145 of the Real Property Records of Denton County, Texas,  
10 being part of the tract of land described in deed to Mahard Egg  
11 Farm, Inc. recorded in Volume 1332, Page 176 of the Real Property  
12 Records of Denton County, Texas, being all of the tracts of land  
13 described in deed to Forest City Prosper, L.P. recorded in Denton  
14 County Clerk's File No. 2007-144196 and 2008-9958 of the Real  
15 Property Records of Denton County, Texas, being all of the tracts of  
16 land described in deed to Richard J. Bontke and Nathan P. Bontke  
17 recorded in Denton County Clerk's File No. 2007-144901 and  
18 2009-10359 of the Real Property Records of Denton County, Texas,  
19 and being more particularly described as follows:

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

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

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

1 monument found;

2 North 46°16'16" West, a distance of 113.97 feet to a point in  
3 the west line of Good Hope Road (no dedication recordation found);

4 South 44°02'02" West, a distance of 114.30 feet to a TXDOT  
5 monument found;

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

8 South 88°50'58" West, a distance of 100.00 feet to a 5/8" iron  
9 rod set for corner;

10 South 89°09'27" West, a distance of 22.39 feet to a 5/8" iron  
11 rod set for corner;

12 North 45°50'38" West, a distance of 111.42 feet to a pk nail  
13 set in the centerline of Gee Road (no dedication recordation  
14 found);

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

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

22 THENCE along a fence, North 12°40'03" East, a distance of  
23 2150.51 feet to a fence corner found for the northwest corner of a  
24 5.34 acre tract of land described in deed to Mahard Egg Farm, Inc.  
25 recorded in Volume 1936, Page 145 of the Real Property Records of  
26 Denton County, Texas;

27 THENCE the following courses and distances to wit:

1 North 88°30'03" West, a distance of 451.90 feet to a 5/8" iron  
2 rod set for corner;

3 North 59°57'10" West, a distance of 66.21 feet to a 5/8" iron  
4 rod set for corner;

5 North 27°15'28" West, a distance of 207.89 feet to a 5/8" iron  
6 rod set for corner;

7 South 79°58'04" West, a distance of 116.69 feet to a 5/8" iron  
8 rod set for corner;

9 South 17°11'21" West, a distance of 12.96 feet to a 5/8" iron  
10 rod set for corner;

11 North 65°16'52" West, a distance of 66.04 feet to a 5/8" iron  
12 rod set for the northerly most corner of said 106.26 acre tract;

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

15 South 31°55'38" West, a distance of 494.24 feet to a 5/8" iron  
16 rod set for corner;

17 South 57°52'02" East, a distance of 601.93 feet to a Corp of  
18 Engineers monument found;

19 South 31°24'02" West, a distance of 1854.30 feet to a Corp of  
20 Engineers monument found;

21 South 31°27'22" West, a distance of 302.61 feet to a 5/8" iron  
22 rod set for the northeast corner of a 0.78 acre tract of land  
23 described in deed to the City of Irving recorded in Volume 4871,  
24 Page 5128 of the Real Property Records of Denton County, Texas;

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

27 North 73°29'41" West, a distance of 241.29 feet to a 1/2" iron

1 rod found for corner;  
2 South 21°58'41" West, a distance of 181.00 feet to a 5/8" iron  
3 rod set for corner;  
4 South 73°29'27" East, a distance of 67.00 feet to a 5/8" iron  
5 rod set for corner;  
6 North 22°20'38" East, a distance of 41.52 feet to a 5/8" iron  
7 rod set for corner;  
8 South 75°57'16" East, a distance of 152.12 feet to a 1/2" iron  
9 rod found in the west line of said 106.26 acre tract;  
10 THENCE with said west line and along a fence part of the way,  
11 South 31°27'22" West, a distance of 877.59 feet to a 5/8" iron rod  
12 set for corner in the north right-of-way line of said U.S. Highway  
13 No. 380  
14 THENCE with said north right-of-way line, North 88°48'55"  
15 West, a distance of 587.44 feet to a 5/8" iron rod set for the  
16 southeast corner of a 61.2 acre tract of land described in deed to  
17 M. Taylor Hansel recorded in Denton County Clerk's File No.  
18 94-R0091793 of the Real Property Records of Denton County, Texas;  
19 THENCE with the east lines of said Hansel tract, the  
20 following courses and distances to wit:  
21 North 08°56'01" East, a distance of 240.78 feet to a 5/8" iron  
22 rod set for corner;  
23 North 55°59'01" East, a distance of 132.20 feet to a 5/8" iron  
24 rod set for corner;  
25 South 20°18'01" West, a distance of 155.70 feet to a 5/8" iron  
26 rod set for corner;  
27 South 80°49'59" East, a distance of 88.40 feet to a 5/8" iron

1 rod set for corner;  
2 North 45°13'01" East, a distance of 261.10 feet to a 5/8" iron  
3 rod set for corner;  
4 South 62°15'59" East, a distance of 216.20 feet to a 5/8" iron  
5 rod set for corner;  
6 North 15°04'01" East, a distance of 184.70 feet to a 5/8" iron  
7 rod set for corner;  
8 North 56°01'01" East, a distance of 183.40 feet to a 5/8" iron  
9 rod set for corner;  
10 North 18°07'01" East, a distance of 197.90 feet to a 5/8" iron  
11 rod set for corner;  
12 North 73°19'59" West, a distance of 688.80 feet to a Corp of  
13 Engineers monument found for the southeast corner of a 107.57 acre  
14 tract of land described in deed to Fish Trap Properties, Ltd.,  
15 recorded in Volume 4626, Page 2922 of the Real Property Records of  
16 Denton County, Texas;  
17 THENCE with the east lines of said 107.57 acre tract, the  
18 following courses and distances to wit:  
19 North 29°02'03" East, a distance of 67.81 feet to a 5/8" iron  
20 rod set for corner;  
21 North 22°04'26" East, a distance of 710.31 feet to a Corp of  
22 Engineers monument found;  
23 North 33°00'31" East, a distance of 221.33 feet to a Corp of  
24 Engineers monument found;  
25 North 58°30'15" West, a distance of 249.63 feet to a Corp of  
26 Engineers monument found for the southeast corner of a 43.07 acre  
27 tract of land described in deed to Billy Jeter recorded in Volume

1 2125, Page 729 of the Real Property Records of Denton County, Texas;

2 THENCE with the east lines of said 43.07 acre tract, the

3 following courses and distances to wit:

4 North 07°55'24" East, a distance of 669.72 feet to a 5/8" iron

5 rod set for corner;

6 South 75°24'16" East, a distance of 402.59 feet to a Corp of

7 Engineers monument found;

8 North 19°28'37" West, a distance of 739.75 feet to a Corp of

9 Engineers monument found;

10 North 35°34'01" East, a distance of 531.05 feet to a Corp of

11 Engineers monument found;

12 North 02°04'22" West, a distance of 172.83 feet to a fence

13 post found in the south line of a 57.55 acre tract of land described

14 in deed to G&S Landscaping recorded in Volume 5114, Page 1398 of the

15 Real Property Records of Denton County, Texas;

16 THENCE with said south line, South 77°28'43" East, a distance

17 of 553.04 feet to a Corp of Engineers monument found;

18 THENCE with the east line of said 57.55 acre tract and the

19 east line of two tracts of land described in deed to Mary Weber

20 recorded in Denton County Clerk's File No. 94-R0031655 of the Real

21 Property Records of Denton County, Texas, the following courses and

22 distances to wit:

23 North 01°07'34" East, a distance of 278.92 feet to a 5/8" iron

24 rod found;

25 North 01°04'49" East, a distance of 30.01 feet to the

26 Centerline of Fishtrap Road (no dedication recordation found) for

27 corner;

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

3           South 88°36'42" East, a distance of 398.70 feet to a point for  
4 corner;

5           South 86°31'27" East, a distance of 681.51 feet to a point for  
6 corner;

7           South 84°57'13" East, a distance of 292.72 feet to a point for  
8 corner;

9           South 86°02'50" East, a distance of 1675.46 feet to a point  
10 for corner;

11           South 87°19'45" East, a distance of 207.56 feet to a point for  
12 corner;

13           North 89°20'49" East, a distance of 1052.20 feet to a point  
14 for corner in the centerline of Fishtrap Road and the northwest  
15 corner of a tract of land described in deed to Judy Reeves ;

16           THENCE with the west line of said Reeves tract, South  
17 00°08'13" East, a distance of 231.70 feet to a 5/8" iron rod set for  
18 corner;

19           THENCE with the south line of said Reeves tract, North  
20 89°14'55" East, a distance of 940.90 feet to a 5/8" iron rod set for  
21 corner;

22           THENCE with the east line of said Reeves tract, North  
23 00°40'52" West, a distance of 234.76 point in the centerline of said  
24 Fish Trap Road;

25           THENCE along the centerline of said FishTrap Road, North  
26 89°04'04" East, a distance of 2699.77 feet to a point for corner in  
27 the centerline of Fields Road;

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

3           South 00°06'17" East, a distance of 1284.05 feet to a 5/8"  
4 iron rod set for corner;

5           South 00°06'37" West, a distance of 1042.41 feet to a 5/8"  
6 iron rod set for corner;

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

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

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

14          South 41°23'46" West, a distance of 87.55 feet to the POINT OF  
15 BEGINNING and containing 674.916 acres of land.

16          SECTION 3. (a) The legal notice of the intention to  
17 introduce this Act, setting forth the general substance of this  
18 Act, has been published as provided by law, and the notice and a  
19 copy of this Act have been furnished to all persons, agencies,  
20 officials, or entities to which they are required to be furnished  
21 under Section 59, Article XVI, Texas Constitution, and Chapter 313,  
22 Government Code.

23          (b) The governor, one of the required recipients, has  
24 submitted the notice and Act to the Texas Commission on  
25 Environmental Quality.

26          (c) The Texas Commission on Environmental Quality has filed  
27 its recommendations relating to this Act with the governor, the

1 lieutenant governor, and the speaker of the house of  
2 representatives within the required time.

3 (d) All requirements of the constitution and laws of this  
4 state and the rules and procedures of the legislature with respect  
5 to the notice, introduction, and passage of this Act are fulfilled  
6 and accomplished.

7 SECTION 4. This Act takes effect September 1, 2009.

\_\_\_\_\_  
President of the Senate

\_\_\_\_\_  
Speaker of the House

I certify that H.B. No. 4752 was passed by the House on May  
15, 2009, by the following vote: Yeas 144, Nays 0, 1 present, not  
voting.

\_\_\_\_\_  
Chief Clerk of the House

I certify that H.B. No. 4752 was passed by the Senate on May  
27, 2009, by the following vote: Yeas 31, Nays 0.

\_\_\_\_\_  
Secretary of the Senate

APPROVED: \_\_\_\_\_

Date

\_\_\_\_\_  
Governor



## FINANCE

**To: Mayor and Town Council**

**From: January Cook, CPPO, CPPB, Purchasing Agent**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – February 25, 2014**

**Agenda Item:**

Consider approval of the purchase of one brush truck for the Fire Department, from Chastang Ford, through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program; and authorize pre-payment options.

**Description of Agenda Item:**

This unit will be assigned to Fire Station No. 2, upon completion of construction. This unit was scheduled to be purchased later in the year. However, due to increasing demands, and the condition of the current brush truck, the Fire Department has requested that the Town purchase this unit now.

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

The Town of Prosper and HGAC entered into an interlocal agreement, effective January 4, 2001, which allows our local government to purchase certain goods or services through HGAC. The agreement renews automatically each fiscal year, unless cancelled by either party.

**Budget Impact:**

The total amount of this purchase is \$140,500, which includes a \$1,500 HGAC administrative processing fee per purchase order. However, the Town can save \$500 if the chassis is paid for upon arrival; and save an additional \$1,500 if 50% of the body price is paid for within 30 days of issuing the purchase order. Therefore, the total amount of the purchase would be \$138,500, if the Town takes advantage of the pre-payment options.

At the end of FY 2013, money was set-aside in the General Fund to accommodate one-time costs associated with Fire Station No. 2. The expenditure for the brush truck was included.

**Attached Documents:**

1. HGAC Quote

**Town Staff Recommendation:**

Town staff recommends approval of the purchase of one brush truck for the Fire Department, from Sam Chastang Ford, through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program; and authorizing pre-payment options.

**Proposed Motion:**

I move to approve the purchase of one brush truck for the Fire Department, from Chastang Ford, through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program; and authorize pre-payment options.

<b>HGACBuy</b>		<b>CONTRACT PRICING WORKSHEET</b> For Standard Equipment Purchases		Contract No.:	FS 12-13	Date Prepared:	1/30/2014
<b>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents <u>MUST</u> be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</b>							
Buying Agency:	PROSPER, TX			Contractor:	CHASTANG FORD		
Contact Person:				Prepared By:	ED MILLER		
Phone:				Phone:	309-792-9530		
Fax:				Fax:	713-678-5001		
Email:				Email:	EMILLER@CHASTANGFORD.COM		
Product Code:	FFB06	Description:	FFB06 - WEIS QUICK ATTACK 400				
<b>A. Product Item Base Unit Price Per Contractor's H-GAC Contract:</b>							96812
<b>B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable</b> (Note: Published Options are options which were submitted and priced in Contractor's bid.)							
Description	Cost	Description	Cost				
X5H - SUPERCAB UPGRADE	2478						
663A - XLT UPGRADE	2495						
64D - POLISHED ALUM WHEELS	1095						
Extended cab S/S Nerf Bars	522						
Full Bumper Replacement with Nozzle Platform	1706						
10 Gallon Foams Cell with Class A Foam Ssystem	4330						
Class One HPX200-KBD24 pump	10715						
2.5" TFT gated suction	428						
TFT Tornado Front Bumper Nozzle	7531						
Two (2) Dunnage Compts with Aluminum Covers	2100						
Two (2) Underbody tool boxes	1208						
Rear reciever hitch	239						
Two(2) FRC 12V150W lights on poles	2865						
In Cab Pump Start/Stop/Throttle Controls and Gauge	1200						
FRC Vision LED Tank Level Indicator on Pump Panel	506						
FRC Mini Vision LED Tank Level In Cab	241						
		<b>Subtotal From Additional Sheet(s):</b>					
				<b>Subtotal B:</b>		39659	
<b>C. Unpublished Options - Itemize below - Attach additional sheet if necessary</b> (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)							
Description	Cost	Description	Cost				
41H - BLOCK HEATER	40	433- SLIDING REAR WINDOW	125				
2S - CAPTAINS CHAIRS WITH CONSOLE	895						
213 - ELEC SHIFT ON FLY [REQ W/ CAPT]	250						
512 - SPARE TIRE/WHEEL	350						
WEIS - WEIS ADDITIONAL OPTIONS		<b>Subtotal From Additional Sheet(s):</b>					
Rear Directional traffic light	869			<b>Subtotal C:</b>		2529	
<b>Check:</b> Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).				<b>For this transaction the percentage is:</b>		2%	
<b>D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)</b>							
Quantity Ordered:	1	X Subtotal of A + B + C:	139000	=	Subtotal D:	139000	
<b>E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges</b>							
Description	Cost	Description	Cost				
		HGAC FEE	1500				
				<b>Subtotal E:</b>		1500	
<b>Delivery Date:</b>			<b>F. Total Purchase Price (D+E):</b>			140500	



# MONTHLY FINANCIAL REPORT JANUARY 2014

Prepared by  
Finance Department

February 25, 2014

TOWN OF PROSPER, TEXAS

# MONTHLY FINANCIAL REPORT

## JANUARY 2014

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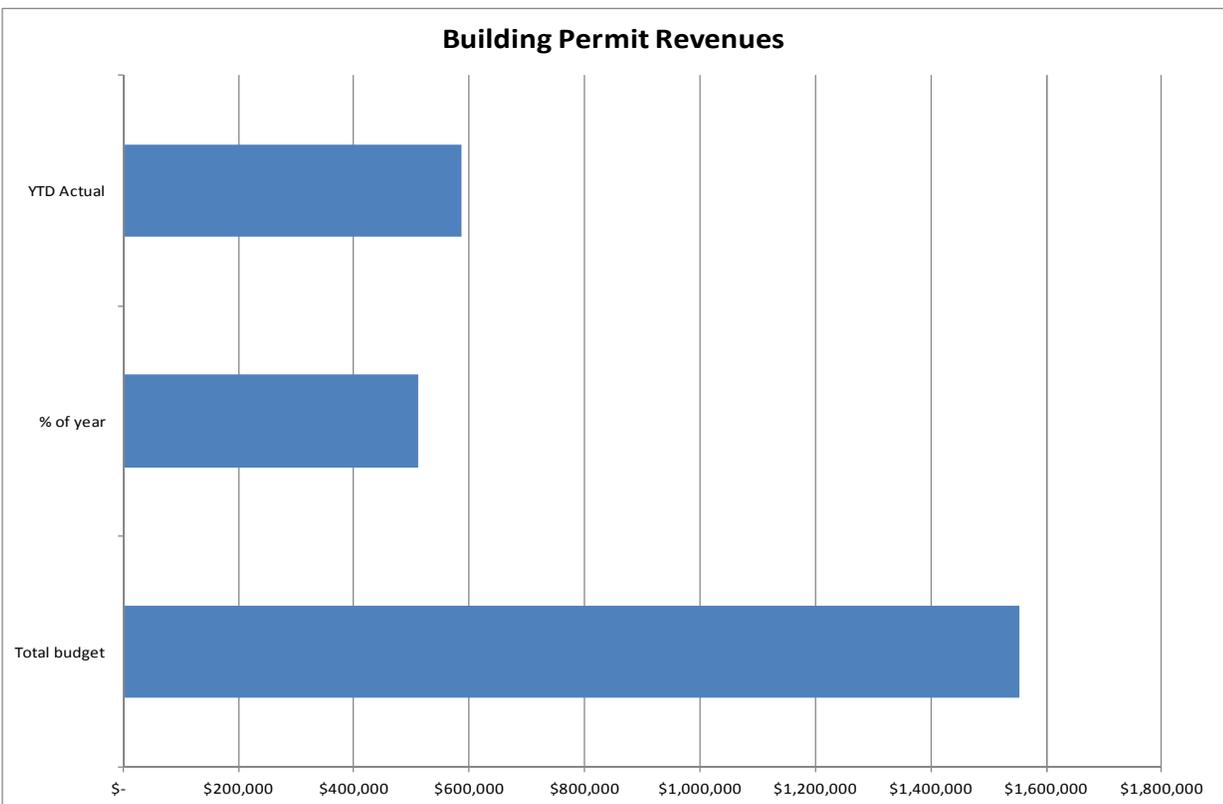
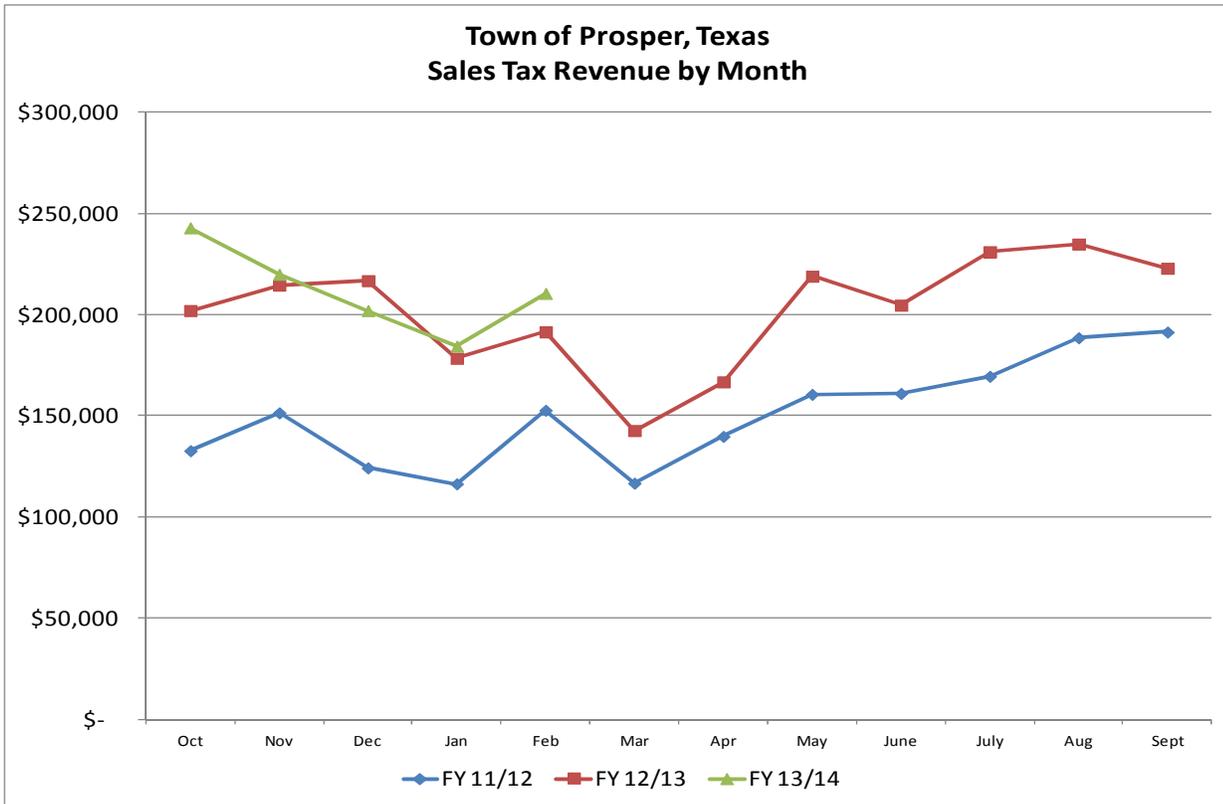
### Legend

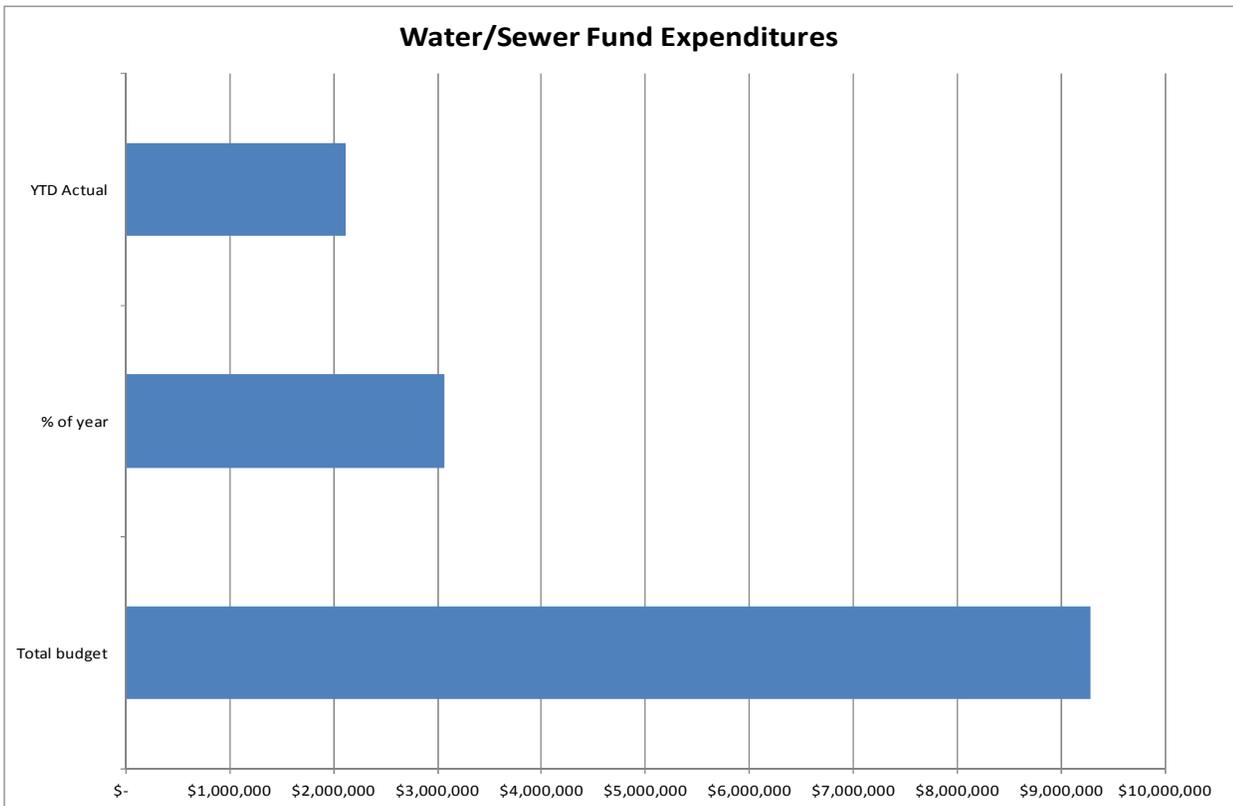
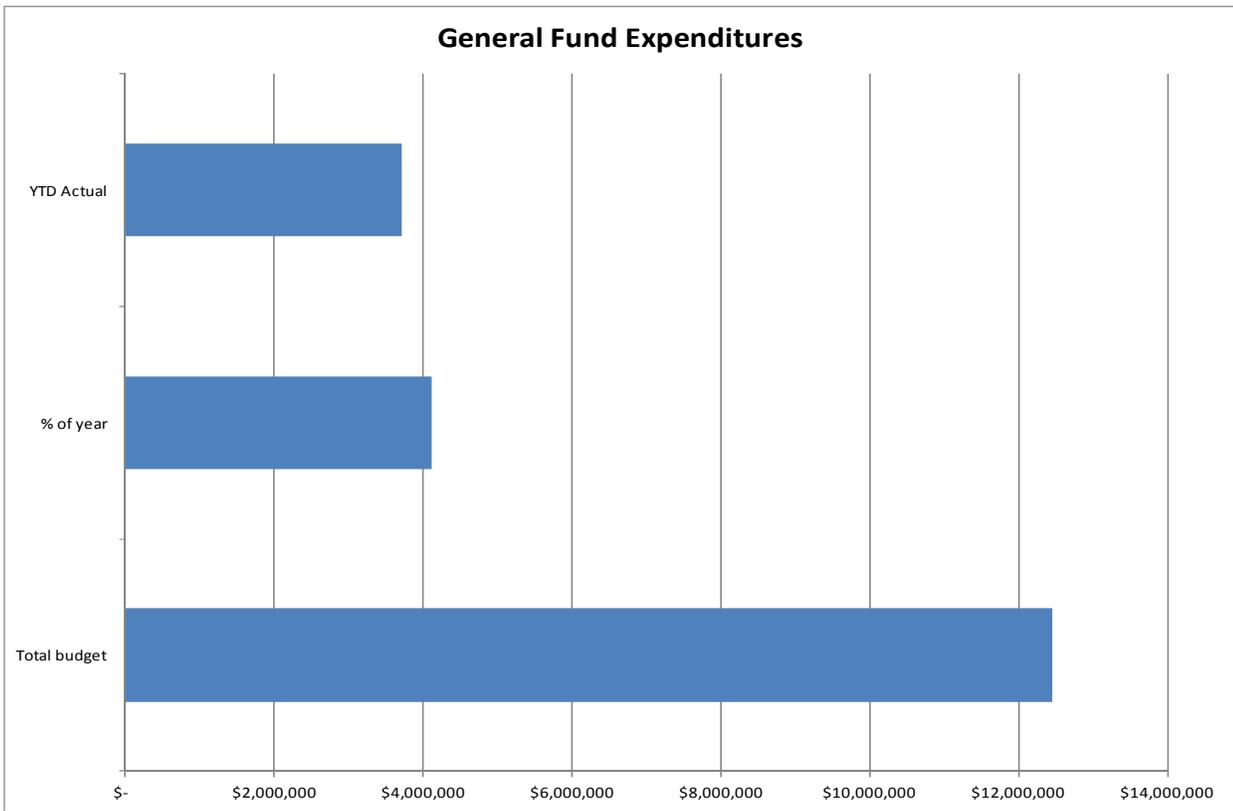
"Compare to" refers to percentage of fiscal year completed--e.g. 33.33% = 4/12, or January.

Parentheses around a number indicate credit amount or gain--e.g., Sales Taxes (849,123).

Red, yellow, and green traffic lights indicate status of number compared to percentage of

fiscal year completed--e.g., Sales Taxes  31.08





TOWN OF PROSPER, TEXAS  
MONTHLY FINANCIAL REPORT  
JANUARY 2014  
COMPARE TO:

33.33%

	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
<b>GENERAL FUND</b>				
Property Taxes -Current	(5,176,475)	(4,274,306)	(1,223,047)	82.57
Sales Taxes	(2,732,400)	(849,123)	(184,440)	31.08
Franchise Fees	(473,000)	(65,544)	(36,641)	13.86
Building Permits	(1,554,300)	(585,553)	(146,252)	37.67
Fines	(215,000)	(68,569)	(15,173)	31.89
Other	(1,610,142)	(691,807)	(231,849)	42.97
<b>Total Revenues</b>	<b>(11,761,317)</b>	<b>(6,534,901)</b>	<b>(1,837,402)</b>	<b>55.56</b>
[1] 10 Administration	1,844,468	662,052	177,054	35.89
20 Police	1,834,258	546,032	210,667	29.77
[2] 25 Dispatch Department	644,690	209,932	31,590	32.56
30 Fire/EMS	2,566,238	727,217	178,197	28.34
35 Fire Marshall	123,595	35,956	9,552	29.09
40 Streets	1,367,305	105,440	25,540	7.71
45 Public Library	115,336	25,501	8,499	22.11
60 Parks and Recreation	1,778,550	371,972	90,248	20.91
70 Municipal Court	237,728	51,296	14,105	21.58
80 Inspections	796,782	178,940	42,406	22.46
85 Code Enforcement	164,151	25,620	5,678	15.61
90 Planning	495,505	116,558	47,690	23.52
98 Engineering	487,149	119,797	34,849	24.59
<b>Total Expenses</b>	<b>12,455,755</b>	<b>3,176,313</b>	<b>876,075</b>	<b>25.50</b>
<b>(Gain)/Loss</b>	<b>694,438</b>	<b>(3,358,588)</b>	<b>(961,327)</b>	

## NOTES:

- [1] Administration expenses FYTD include \$15,925 audit fees, \$19,154 Appraisal (District) fees, \$10,000 Contracted Services for Ion Wave electronic purchasing subscription, \$12,584 in Ch. 380 Program Grant Expense catch-up payments to Precision Landscape and Denton County Fresh Water Supply District No. 10, and approximately \$30,000 for costs associated with the opening of the Town Hall Annex.
- [2] Dispatch Department expenses include Contracted Services expenses of \$33,000 to Integrated Computer Systems for annual computer aided dispatch fee and \$28,000 to DFW Communications for annual radio service agreement.

TOWN OF PROSPER, TEXAS  
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	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
<b>WATER-SEWER FUND</b>				
Water revenues	(5,671,600)	(1,496,826)	(283,164) ●	26.39
Sewer revenues	(2,397,850)	(907,480)	(225,864) ●	37.85
Sanitation revenues	(906,000)	(339,285)	(85,366) ●	37.45
Total Revenues	(8,975,450)	(2,743,591)	(594,394) ●	30.57
50 Water	6,436,590	1,223,540	269,174 ●	19.01
55 Sewer	1,868,706	610,525	126,195 ●	32.67
57 Utility Billing	972,042	275,119	86,178 ●	28.30
Total Expenses	9,277,338	2,109,184	481,548 ●	22.73
(Gain)/Loss	301,888	(634,407)	(112,846)	

TOWN OF PROSPER, TEXAS  
MONTHLY FINANCIAL REPORT  
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	Current Year Amended Budget	Current YTD Actual	Current Month Actual		Percent YTD %
<b>INTEREST &amp; SINKING FUND</b>					
Property Taxes -Delinquent	(30,000)	(30,151)	(15,162)	●	100.50
Property Taxes -Current	(2,763,240)	(2,539,613)	(726,683)	●	91.91
Taxes -Penalties	(18,000)	(6,338)	(2,697)	●	35.21
Interest Income	(12,000)	(2,894)	(1,959)	●	24.11
Total Revenues	(2,823,240)	(2,578,996)	(746,502)	●	91.35
2013 GO Ref Bond	282,672			●	-
2010 Tax Note Payment	365,166			●	-
2011 Ref Bond Pmt	177,791			●	-
2012 GO Bond Payment	112,413			●	-
2004 CO Bond Payment	329,992			●	-
2006 Bond Payment	455,033			●	-
2008 CO Bond Payment	1,078,313			●	-
{1} Bond Administrative Fees	20,000	(36,978)	-	●	(184.89)
Total Expenses	2,821,380	(36,978)	-	●	(1.31)
(Gain)/Loss	(1,860)	(2,615,974)	(746,502)		

## NOTES:

- [1] Bond Administrative Fees includes \$37,977 refund for excess cost of issuance for the Series 2013 refunding bonds and Certificates of Obligation.

TOWN OF PROSPER, TEXAS  
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	Current Year Amended Budget	Current YTD Actual	Current Month Actual	33.33% Percent YTD %
<b>INTERNAL SERVICE FUND--MEDICAL EXPENSE REIMBURSEMENT PROGRAM</b>				
Charges for Services	(30,000)			-
Interest Income	(500)	(218)	(54)	43.59
Transfer In	(19,160)			-
Total Revenue	(49,660)	(218)	(54)	0.44
MERP H & D Expense - GF	49,000	9,073	5,023	18.52
Total Expenses	49,000	9,073	5,023	18.52
(Gain)/Loss	(660)	8,855	4,968	

TOWN OF PROSPER, TEXAS  
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	Current Year Amended Budget	Current YTD Actual	Current Month Actual	33.33% Percent YTD %
<b>STORM DRAINAGE UTILITY FUND</b>				
Storm Drainage Utility Fee	(228,800)	(80,074)	(20,124)	● 35.00
Interest Storm Utility	(1,600)	(554)	(136)	● 34.61
Total Revenue	(230,400)	(80,628)	(20,260)	● 34.99
Personnel Expenses	42,649	13,556	3,041	● 31.78
Program Expenses	351,351	20,225	1,227	● 5.76
Total Expenses	394,000	33,781	4,268	● 8.57
(Gain)/Loss	163,600	(46,847)	(15,992)	

TOWN OF PROSPER, TEXAS  
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33.33%

	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
<b>PARK DEDICATION AND IMPROVEMENT FUND</b>				
Park Dedication-Fees	(100,000)			-
Park Improvement	(200,000)	(100,000)	(100,000)	50.00
Contributions	-	(17,500)	(7,500)	-
Interest-Park Dedication	(1,200)	(651)	(173)	54.21
Interest-Park Improvements	(350)	(249)	(60)	71.27
Total Revenue	(301,550)	(118,400)	(107,732)	39.26
[1] Miscellaneous Expense		42,459	42,429	-
Professional Services-Pk Ded		12,094	6,661	-
Professional Services-Pk Imp	20,000			-
Capital Exp-Pk Improvements	30,000	8,500	8,500	28.33
Capital Exp-Pk Dedication	650,000			-
Total Expenses	700,000	63,053	57,590	9.01
(Gain)/Loss	398,450	(55,347)	(50,142)	

[1] Miscellaneous expense includes \$42,419 is for reimbursement of a portion of improvement fees received in the prior year from Prosper Lakes North LLC.

TOWN OF PROSPER, TEXAS  
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	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
<b>IMPACT FEES FUND</b>				
[1] Impact Fees -Water	(800,000)	(441,268)	(148,128)	55.16
Impact Fees -Sewer	(700,000)	(142,525)	(40,606)	20.36
Thoroughfare Impact Fees	(1,100,000)	(386,152)	(116,462)	35.10
West Thorfare Imp. Fees Rev		(86,404)	(14,908)	-
Interest-Water Impact Fee	(4,000)	(1,416)	(409)	35.41
Interest-Sewer Impact Fee	(4,000)	(645)	(191)	16.13
Interest-Thorfare Imp Fee	(12,000)	(1,271)	(400)	10.59
Interest-West Thorfare imp fee		(483)	(143)	-
Total Revenue	(2,620,000)	(1,060,164)	(321,247)	40.46
[2] Professional Serv-Water Imp Fee	1,220,000	53,699	11,281	4.40
Professional Serv-Sewer Imp Fee	255,000			-
Professional Serv-Thorfare Imp Fee	60,000			-
[3] Capital Expenditure-Water		422,397	189,652	-
Transfer to Capital Proj Fund	300,000			-
Total Expenses	1,835,000	476,096	200,933	25.95
(Gain)/Loss	(785,000)	(584,068)	(120,314)	

## NOTES:

- [1] Impact Fees-Water - prior month reports included \$200,000 received 10/29/2013 for RaceTrac agreement. Per discussion with the Town's auditors, this has been reversed and recorded as FY2013 revenue.
- [2] Professional Services--Water Impact Fees include payments to Freese & Nichols for Upper Plan Water Line Design and Spiars Engineering for RaceTrac water line design.
- [3] Capital Expenditure-Water includes \$410,760 payment to Dickerson Construction for RaceTrac offsite water line.

TOWN OF PROSPER, TEXAS  
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COMPARE TO:

33.33%

	Current Year Amended Budget	Current YTD Actual	Current Month Actual		Percent YTD %
<b>SPECIAL REVENUE FUND</b>					
Police Donation Inc	(16,000)	(8,160)	(1,877)	●	51.00
Fire Dept-Donation Inc	(12,000)	(4,292)	(892)	●	35.77
Safety Fair Donations	(2,000)	-	-	●	-
Child Safety Inc	(9,000)	(5,863)	(2,332)	●	65.15
Court Security Revenue	(2,900)	(1,450)	(274)	●	50.01
Technology Fd Revenue	(4,000)	(1,936)	(365)	●	48.40
Interest Income		(1,606)	(314)	●	-
Country Xmas Donations	(10,000)	(17,951)	(350)	●	179.51
Tree Mitigation Revenue		(14,175)	-	●	-
Escrow Income		(60,187)	(60,187)	●	-
Cash Seizure Forfeit-PD	(500)	(3,250)	(1,000)	●	650.00
<b>Total Revenue</b>	<b>(56,400)</b>	<b>(118,871)</b>	<b>(67,591)</b>	●	<b>210.76</b>
Country Xmas Expense	10,000	10,001	10,001	●	100.01
Court Technology Expense	12,200	3,571	-	●	29.27
Court Security Expense	2,500	272	68	●	10.88
Police Donation Exp	8,000	4,000	-	●	50.00
Fire Dept Donation Exp	8,000	2,375	1,176	●	29.69
Health & Safety Fair Exp	1,500	-	-	●	-
Child Safety Expense	1,000	-	-	●	-
[1] Escrow Expense	15,500	182,024	-	●	1,174.35
Volunteer Per Diem Expense		260	95	●	-
Special Operations	500	-	-	●	-
PD Seizure Expense		200	200	●	-
<b>Total Expenses</b>	<b>59,200</b>	<b>202,704</b>	<b>11,540</b>	●	<b>342.41</b>
<b>(Gain)/Loss</b>	<b>2,800</b>	<b>83,834</b>	<b>(56,051)</b>		

## NOTES:

[1] Escrow Expense includes \$182,024 payment to KCK Utilities for West Side Sewer Line.

TOWN OF PROSPER, TEXAS  
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	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
<b>EMPLOYEE HEALTH TRUST FUND</b>				
N/A	N/A			N/A
Total Revenue	N/A	-	-	N/A
Health Insurance	-	21	-	N/A
Total Expenses	-	21	-	N/A
Revenues (over)/under expenses	N/A	21	-	

NOTE: The Employee Health Trust Fund accounts for the Town's Flexible Spending Account (FSA) program, which is funded by employee payroll deductions held in liability accounts. There are no revenues, and the only expenses are administrative.

TOWN OF PROSPER, TEXAS  
MONTHLY FINANCIAL REPORT  
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	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
<b>CAPITAL PROJECTS--GENERAL GOVERNMENTAL</b>				
[1] Contributions		(105,000)	(50,000)	-
Interest-2004 Bond	(1,000)	(682)	(170)	68.16
Interest-2006 Bond	(1,000)	(106)	(22)	10.58
Interest 2008 Bond	(1,000)	(6,074)	(1,147)	607.38
Interest-2011 Refd Bond	(70)	-	-	-
Interest 2012 GO Bond	(5,000)	(3,847)	(906)	76.94
Bond Proceeds	(1,965,000)	-	-	-
Total Revenues	(1,973,070)	(115,708)	(52,245)	5.86
Salaries & Wages	92,820	26,843	6,794	28.92
Salaries - Longevity	459	-	-	-
Salary - Incentive	300	-	-	-
Social Security Expense	5,802	1,614	405	27.82
Medicare Expense	1,357	378	95	27.82
SUTA Expense	93	(245)	7	(263.66)
Health Insurance	5,400	1,418	567	26.27
Dental Insurance	360	72	24	20.12
Life Insurance/AD&D	114	27	8	23.85
Liability (TML) Workers' Comp	118	146	-	123.45
TMRS Expense	9,826	2,835	730	28.85
Long Term/Short Term Disabilit	173	-	-	-
WELLE-Wellness Prog Reimb-Empl	420	-	-	-
Professional Serv-2006 Bond		13,178	6,589	-
Professional Services		9,000	9,000	-
Telephone Expense		219	219	-
Cell Phone Expense		-	(113)	-
Mileage Expense		1,657	-	-
Capital Expenditures-2006 Bond		3,411	-	-
[2] Capital Expenditure 2008 Bond		1,419,872	439,379	-
Capital Expenditure - WS Prjts		1,100	-	-
Construction	4,662,758	-	-	-
Total Expenses	4,780,000	1,481,526	463,703	30.99
(Gain)/Loss	2,806,930	1,365,818	411,458	

## NOTES:

[1] Contributions revenue account includes \$55,000 from agreement with Prosper EDC and \$50,000 from Preston Development, Ltd for First/Coit widening.

[2] 2008 bond project expense includes \$1,318,968 payment to Tiseo Paving for First and Coit project.

TOWN OF PROSPER, TEXAS  
 MONTHLY FINANCIAL REPORT  
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 COMPARE TO:

33.33%

	Current Year Amended Budget	Current YTD Actual	Current Month Actual		Percent YTD %
<b>CAPITAL PROJECTS--WATER/SEWER</b>					
Interest Income	(50,000)	(12,833)	(3,023)	●	25.67
Bond Proceeds	(1,000,000)	-	-	●	-
Total Revenue	(1,050,000)	(12,833)	(3,023)	●	1.22
Construction	1,000,000	-	-	●	-
[1] Construction 1202-WA		72,000	-	●	-
Construction 1203-SW		2,410	-	●	-
Construction 1203-WA		3,932	-	●	-
Total Expenses	1,000,000	78,341	-	●	7.83
(Gain)/Loss	(50,000)	65,509	(3,023)		

## NOTES:

- [1] 2012 bond construction expense includes \$72,000 payment to Cardinal Contractors for Custer Road pump station improvement project.

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
10-4035-10-00	3% Construction Fee	(75,000.00)		(75,000.00)	(54,872.57)	(43,206.49)	73.16
10-4060-10-00	NSF Fees	(50.00)		(50.00)			0.00
10-4061-10-00	Notary Fees	(150.00)		(150.00)	(89.00)	(29.00)	59.33
10-4105-10-00	Property Taxes -Delinquent	(45,000.00)		(45,000.00)	(47,265.21)	(23,567.58)	105.03
10-4110-10-00	Property Taxes -Current	(5,176,475.00)		(5,176,475.00)	(4,274,305.59)	(1,223,046.57)	82.57
10-4115-10-00	Taxes -Penalties	(20,000.00)		(20,000.00)	(10,860.62)	(4,411.98)	54.30
10-4120-10-00	Sales Taxes	(2,732,400.00)		(2,732,400.00)	(849,122.83)	(184,439.75)	31.08
10-4130-10-00	Sales Tax-Mixed Beverage	(4,500.00)		(4,500.00)	(2,332.92)	(2,332.92)	51.84
10-4140-10-00	Franchise Taxes - Electric	(270,000.00)		(270,000.00)	(31,599.56)	(31,599.56)	11.70
10-4150-10-00	Franchise Taxes - Telephone	(100,000.00)		(100,000.00)	(23,465.32)	(78.57)	23.47
10-4160-10-00	Franchise Taxes - Gas	(80,000.00)		(80,000.00)			0.00
10-4170-10-00	Franchise Taxes - Road Usage	(3,500.00)		(3,500.00)	(566.76)		16.19
10-4190-10-00	Franchise Fee-Cable	(19,500.00)		(19,500.00)	(9,912.72)	(4,963.20)	50.83
10-4200-10-00	T-Mobile Fees	(20,700.00)		(20,700.00)	(6,900.00)	(1,725.00)	33.33
10-4201-10-00	Tierone Converged Network	(30,000.00)		(30,000.00)	(6,000.00)	(1,500.00)	20.00
10-4202-10-00	NTTA Tag Sales	(150.00)		(150.00)	(30.00)	(30.00)	20.00
10-4205-10-00	Internet America	(18,000.00)		(18,000.00)	(6,000.00)	(1,500.00)	33.33
10-4218-10-00	Administrative Fees-EDC	(2,400.00)		(2,400.00)	(800.00)	(200.00)	33.33
10-4610-10-00	Interest Income	(60,000.00)		(60,000.00)	(17,565.99)	(4,272.95)	29.28
10-4910-10-00	Other Revenue	(20,000.00)		(20,000.00)	(9,123.68)		45.62
10-4995-10-00	Transfer In	(801,700.00)		(801,700.00)	(267,233.32)	(66,808.33)	33.33
	Subtotal object - 0	(9,479,525.00)		(9,479,525.00)	(5,618,046.09)	(1,593,711.90)	59.27
Program number:		(9,479,525.00)		(9,479,525.00)	(5,618,046.09)	(1,593,711.90)	59.27
Department number: 10	Administration	(9,479,525.00)		(9,479,525.00)	(5,618,046.09)	(1,593,711.90)	59.27
10-4230-20-00	Other Permits				(175.00)	(25.00)	0.00
10-4440-20-00	Accident Reports	(1,500.00)		(1,500.00)	(219.00)	(40.00)	14.60
10-4450-20-00	Alarm Fee	(39,000.00)		(39,000.00)	(13,212.00)	(4,246.00)	33.88
10-4910-20-00	Other Revenue				(50.00)	(50.00)	0.00
	Subtotal object - 0	(40,500.00)		(40,500.00)	(13,656.00)	(4,361.00)	33.72
Program number:		(40,500.00)		(40,500.00)	(13,656.00)	(4,361.00)	33.72
Department number: 20	Police	(40,500.00)		(40,500.00)	(13,656.00)	(4,361.00)	33.72
10-4310-30-00	Charges for Services	(177,000.00)		(177,000.00)	(44,840.47)	(14,528.24)	25.33
10-4411-30-00	CC FIRE ASSOC				(402.11)	(402.11)	0.00
10-4510-30-00	Grants				(3,772.00)		0.00
	Subtotal object - 0	(177,000.00)		(177,000.00)	(49,014.58)	(14,930.35)	27.69
Program number:		(177,000.00)		(177,000.00)	(49,014.58)	(14,930.35)	27.69
Department number: 30	Fire/EMS	(177,000.00)		(177,000.00)	(49,014.58)	(14,930.35)	27.69
10-4315-35-00	Fire Review/Inspect Fees	(11,000.00)		(11,000.00)	(2,625.00)	(1,025.00)	23.86
	Subtotal object - 0	(11,000.00)		(11,000.00)	(2,625.00)	(1,025.00)	23.86
Program number:		(11,000.00)		(11,000.00)	(2,625.00)	(1,025.00)	23.86
Department number: 35	Fire Marshall	(11,000.00)		(11,000.00)	(2,625.00)	(1,025.00)	23.86
10-4910-40-00	Other Revenue				(3,060.00)	(3,060.00)	0.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
	Subtotal object - 0				(3,060.00)	(3,060.00)	0.00
Program number:					(3,060.00)	(3,060.00)	0.00
Department number: 40	Streets				(3,060.00)	(3,060.00)	0.00
10-4062-45-00	Over Due Fees				(116.10)	(116.10)	0.00
10-4063-45-00	Lost Fees				(116.64)	(116.64)	0.00
10-4064-45-00	Printing/Coping Fees				(41.10)	(41.10)	0.00
10-4510-45-00	Grants	(18,087.00)		(18,087.00)			0.00
10-4910-45-00	Other Revenue	(125.00)		(125.00)	(265.57)	(15.57)	212.46
	Subtotal object - 0	(18,212.00)		(18,212.00)	(539.41)	(289.41)	2.96
Program number:		(18,212.00)		(18,212.00)	(539.41)	(289.41)	2.96
Department number: 45	Public Library	(18,212.00)		(18,212.00)	(539.41)	(289.41)	2.96
10-4056-60-00	Field Rental Fees	(17,000.00)		(17,000.00)	(3,614.14)	(675.00)	21.26
10-4057-60-00	Pavilion User Fees	(1,400.00)		(1,400.00)	(445.00)	(35.00)	31.79
10-4910-60-00	Other Revenue	(15,250.00)		(15,250.00)			0.00
	Subtotal object - 0	(33,650.00)		(33,650.00)	(4,059.14)	(710.00)	12.06
Program number:		(33,650.00)		(33,650.00)	(4,059.14)	(710.00)	12.06
Department number: 60	Parks and Recreation	(33,650.00)		(33,650.00)	(4,059.14)	(710.00)	12.06
10-4410-70-00	Fines	(215,000.00)		(215,000.00)	(68,568.79)	(15,172.85)	31.89
10-4610-70-00	Interest Income	(130.00)		(130.00)	(152.82)	(48.06)	117.55
	Subtotal object - 0	(215,130.00)		(215,130.00)	(68,721.61)	(15,220.91)	31.94
Program number:		(215,130.00)		(215,130.00)	(68,721.61)	(15,220.91)	31.94
Department number: 70	Municipal Court	(215,130.00)		(215,130.00)	(68,721.61)	(15,220.91)	31.94
10-4011-80-00	Permit Application Fee				(70,247.51)	(27,698.00)	0.00
10-4013-80-00	Permit Expiration Fee				(4,371.46)	(600.00)	0.00
10-4017-80-00	Registration Fee	(32,000.00)		(32,000.00)	(19,900.00)	(13,000.00)	62.19
10-4210-80-00	Building Permits	(1,554,300.00)		(1,554,300.00)	(585,552.64)	(146,252.26)	37.67
10-4230-80-00	Other Permits	(100,000.00)		(100,000.00)	(32,370.00)	(8,415.00)	32.37
10-4240-80-00	Plumb/Elect/Mech Permits	(15,000.00)		(15,000.00)	(6,060.00)	(1,320.00)	40.40
10-4242-80-00	Re-inspection Fees	(15,000.00)		(15,000.00)	(7,255.00)	(1,225.00)	48.37
10-4910-80-00	Other Revenue	(3,000.00)		(3,000.00)	(1,174.81)	(574.81)	39.16
	Subtotal object - 0	(1,719,300.00)		(1,719,300.00)	(726,931.42)	(199,085.07)	42.28
Program number:		(1,719,300.00)		(1,719,300.00)	(726,931.42)	(199,085.07)	42.28
Department number: 80	Inspections	(1,719,300.00)		(1,719,300.00)	(726,931.42)	(199,085.07)	42.28
10-4245-85-00	Health Inspections	(7,000.00)		(7,000.00)	(2,500.00)		35.71
10-4910-85-00	Other Revenue				(6,270.00)	(1,803.00)	0.00
	Subtotal object - 0	(7,000.00)		(7,000.00)	(8,770.00)	(1,803.00)	125.29
Program number:		(7,000.00)		(7,000.00)	(8,770.00)	(1,803.00)	125.29
Department number: 85	Code Enforcement	(7,000.00)		(7,000.00)	(8,770.00)	(1,803.00)	125.29
10-4220-90-00	Zoning Permits	(10,000.00)		(10,000.00)	(28,887.48)	(1,560.14)	288.88
10-4225-90-00	Plat Fees	(50,000.00)		(50,000.00)	(9,770.00)	(1,545.00)	19.54
10-4910-90-00	Other Revenue				(820.36)	(100.36)	0.00
	Subtotal object - 0	(60,000.00)		(60,000.00)	(39,477.84)	(3,205.50)	65.80

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %
		Adopted Budget	Amendments	Amended Budget	Actual	Actual	
Program number:		(60,000.00)		(60,000.00)	(39,477.84)	(3,205.50)	65.80
Department number: 90	Planning	(60,000.00)		(60,000.00)	(39,477.84)	(3,205.50)	65.80
	Revenue Subtotal - - - - -	(11,761,317.00)		(11,761,317.00)	(6,534,901.09)	(1,837,402.14)	55.56
10-5110-10-00	Salaries & Wages	766,763.00		766,763.00	223,655.02	57,558.05	29.17
10-5115-10-00	Salaries - Overtime	6,031.00		6,031.00	302.43		5.02
10-5126-10-00	Salaries-Vacation Buy-Out				3,076.92		0.00
10-5140-10-00	Salaries - Longevity Pay	1,338.00		1,338.00	420.00		31.39
10-5141-10-00	Salaries - Incentive	24,343.00		24,343.00	1,000.00		4.11
10-5142-10-00	Car Allowance				1,823.09	461.54	0.00
10-5143-10-00	Cell Phone Allowance				630.00	630.00	0.00
10-5145-10-00	Social Security Expense	49,505.00		49,505.00	10,858.03	3,383.58	21.93
10-5150-10-00	Medicare Expense	11,578.00		11,578.00	3,162.97	791.30	27.32
10-5155-10-00	SUTA Expense	798.00		798.00	(349.44)	52.63	(43.79)
10-5160-10-00	Health Insurance	49,119.00		49,119.00	13,423.81	3,933.48	27.33
10-5165-10-00	Dental Insurance	3,275.00		3,275.00	644.54	193.12	19.68
10-5170-10-00	Life Insurance/AD&D	777.00		777.00	286.39	84.04	36.86
10-5175-10-00	Liability (TML) Workers' Comp	1,010.00		1,010.00	2,655.53		262.92
10-5176-10-00	TML Prop. & Liab. Insurance	100,000.00		100,000.00	76,310.30		76.31
10-5180-10-00	TMRS Expense	83,840.00		83,840.00	24,363.59	6,265.68	29.06
10-5185-10-00	Long Term/Short Term Disabilit	1,072.00		1,072.00	502.75	279.03	46.90
10-5186-10-00	WELLE-Wellness Prog Reimb Empl	3,780.00		3,780.00	243.25	140.00	6.44
10-5190-10-00	Contract Labor	35,000.00		35,000.00	2,415.00	757.50	6.90
10-5191-10-00	Hiring Cost	15,000.00		15,000.00	430.06		2.87
10-5193-10-00	Records Retention	1,000.00		1,000.00	198.26		19.83
10-5210-10-00	Office Supplies	5,000.00		5,000.00	2,663.93	1,095.38	53.28
10-5212-10-00	Building Supplies	1,500.00		1,500.00	1,456.04	994.80	97.07
10-5220-10-00	Office Equipment				7,859.79	7,859.79	0.00
10-5230-10-00	Dues,Fees,& Subscriptions	10,000.00		10,000.00	3,888.23	530.00	38.88
10-5240-10-00	Postage and Delivery	3,000.00		3,000.00	5.60	5.60	0.19
10-5250-10-00	Publications	500.00		500.00	1,052.70	337.50	210.54
10-5260-10-00	Advertising	300.00		300.00			0.00
10-5265-10-00	Promotional Expense				1,649.66	1,620.21	0.00
10-5270-10-00	Bank Charges	200.00		200.00	60.00	30.00	30.00
10-5280-10-00	Printing and Reproduction	2,000.00		2,000.00	1,016.79		50.84
10-5290-10-00	Miscellaneous Expense				58.36		0.00
10-5305-10-00	Chapt 380 Program Grant Exp	10,000.00		10,000.00	12,583.66		125.84
10-5310-10-00	Rental Expense	58,782.00		58,782.00	24,689.10	24,164.25	42.00
10-5330-10-00	Copier Expense	27,000.00		27,000.00	9,274.57	4,144.57	34.35
10-5340-10-00	Building Repairs	2,500.00		2,500.00	9,205.00	9,095.00	368.20
10-5410-10-00	Professional Services	45,000.00		45,000.00	35,820.77	15,930.00	79.60
10-5412-10-00	Audit Fees	40,000.00		40,000.00	15,925.00		39.81
10-5414-10-00	Appraisal / Tax Fees	53,000.00		53,000.00	19,153.86		36.14

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
10-5418-10-00	IT Fees	135,000.00		135,000.00	42,084.47	13,197.82	31.17
10-5419-10-00	IT Licenses	10,000.00		10,000.00	10,345.00		103.45
10-5430-10-00	Legal Fees	40,000.00		40,000.00	16,876.77	5,359.44	42.19
10-5435-10-00	Legal Notices/Filings	8,500.00		8,500.00	1,044.00		12.28
10-5460-10-00	Election Expense	15,000.00		15,000.00	248.50	62.20	1.66
10-5480-10-00	Contracted Services	18,000.00		18,000.00	25,125.93	7,581.80	139.59
10-5520-10-00	Telephones	18,000.00	6,000.00	24,000.00	21,916.96	5,193.01	91.32
10-5521-10-00	Cell Phone Expense	6,000.00	(6,000.00)			(622.13)	0.00
10-5524-10-00	Gas-Building	500.00		500.00	186.18	68.10	37.24
10-5525-10-00	Electricity	10,000.00		10,000.00	2,123.79	827.14	21.24
10-5526-10-00	Data Network	15,000.00		15,000.00	10,548.84	1,683.76	70.33
10-5530-10-00	Travel/Lodging/Meals Expense	8,000.00		8,000.00	2,830.58	58.25	35.38
10-5532-10-00	Entertainment	750.00		750.00			0.00
10-5533-10-00	Mileage Expense	5,000.00		5,000.00	437.00	122.88	8.74
10-5536-10-00	Training/Seminars	40,000.00		40,000.00	5,865.00	180.00	14.66
10-5538-10-00	Council/Public Official Expens	20,000.00		20,000.00	6,127.57	346.07	30.64
10-5600-10-00	Special Events	38,000.00		38,000.00	3,875.93	2,658.61	10.20
10-7000-10-00	Contingency	26,707.00		26,707.00			0.00
10-7143-10-00	Transfer to Internal Serv. Fd	17,000.00		17,000.00			0.00
	Subtotal object - 0	1,844,468.00		1,844,468.00	662,052.08	177,054.00	35.89
Program number:		1,844,468.00		1,844,468.00	662,052.08	177,054.00	35.89
Department number: 10	Administration	1,844,468.00		1,844,468.00	662,052.08	177,054.00	35.89
10-5110-20-00	Salaries & Wages	966,557.00		966,557.00	326,552.62	135,135.53	33.79
10-5115-20-00	Salaries - Overtime	35,000.00		35,000.00	14,278.03	3,945.53	40.79
10-5126-20-00	Salaries-Vacation Buy-Out				3,137.54		0.00
10-5127-20-00	Salaries-Certification Pay	11,800.00		11,800.00	3,893.56	925.39	33.00
10-5140-20-00	Salaries - Longevity Pay	5,690.00		5,690.00	4,555.00		80.05
10-5141-20-00	Salaries - Incentive				650.00		0.00
10-5145-20-00	Social Security Expense	63,026.00		63,026.00	21,394.36	8,469.91	33.95
10-5150-20-00	Medicare Expense	14,740.00		14,740.00	5,003.51	1,980.87	33.95
10-5155-20-00	SUTA Expense	1,017.00		1,017.00	(2,925.72)	80.28	#####
10-5160-20-00	Health Insurance	86,971.00		86,971.00	16,422.70	4,130.10	18.88
10-5165-20-00	Dental Insurance	5,798.00		5,798.00	1,165.96	337.96	20.11
10-5170-20-00	Life Insurance/AD&D	798.00		798.00	1,231.08	347.51	154.27
10-5175-20-00	Liability (TML) Workers' Comp	1,286.00		1,286.00	22,272.23		#####
10-5180-20-00	TMRS Expense	106,737.00		106,737.00	37,136.91	14,526.29	34.79
10-5185-20-00	Long Term/Short Term Disabilit	933.00		933.00	674.12	337.06	72.25
10-5186-20-00	WELLE-Wellness Prog Reimb Empl	6,720.00		6,720.00	586.25	157.50	8.72
10-5190-20-00	Contract Labor	6,000.00		6,000.00	1,710.00	470.00	28.50
10-5191-20-00	Hiring Cost	900.00		900.00			0.00
10-5192-20-00	Physical & Psychological	825.00		825.00			0.00
10-5210-20-00	Office Supplies	10,500.00		10,500.00	1,132.36	538.30	10.78

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
10-5212-20-00	Building Supplies	2,500.00		2,500.00			0.00
10-5214-20-00	Tactical Supplies	37,190.00		37,190.00	200.00		0.54
10-5215-20-00	Ammunition	6,000.00		6,000.00	807.70		13.46
10-5220-20-00	Office Equipment	1,400.00		1,400.00	1,502.25	1,502.25	107.30
10-5230-20-00	Dues,Fees,& Subscriptions	7,000.00		7,000.00	2,037.72	675.88	29.11
10-5240-20-00	Postage and Delivery	750.00		750.00	22.40	11.20	2.99
10-5250-20-00	Publications	500.00		500.00			0.00
10-5260-20-00	Advertising	250.00		250.00			0.00
10-5265-20-00	Promotional Expense	2,250.00		2,250.00	266.49		11.84
10-5280-20-00	Printing and Reproduction	500.00		500.00	197.01	128.50	39.40
10-5310-20-00	Rental Expense	3,000.00		3,000.00	1,239.60	309.90	41.32
10-5320-20-00	Repairs & Maintenance	750.00		750.00			0.00
10-5330-20-00	Copier Expense				445.38		0.00
10-5335-20-00	Radio/Video Repairs	2,000.00		2,000.00			0.00
10-5340-20-00	Building Repairs	1,000.00		1,000.00	215.00		21.50
10-5350-20-00	Vehicle Expense	60,000.00		60,000.00	8,913.66	1,253.14	14.86
10-5352-20-00	Fuel	80,000.00		80,000.00	9,023.91	3,572.34	11.28
10-5353-20-00	Oil/Grease/Inspections	2,150.00		2,150.00	21.99		1.02
10-5400-20-00	Uniform Expense	16,500.00		16,500.00	2,643.29	864.54	16.02
10-5410-20-00	Professional Services	760.00		760.00	500.00	500.00	65.79
10-5415-20-00	Tuition Reimbursement	12,000.00		12,000.00	1,850.00		15.42
10-5418-20-00	IT Fees	3,950.00		3,950.00			0.00
10-5419-20-00	IT Licenses	3,000.00		3,000.00	2,163.30	2,163.30	72.11
10-5430-20-00	Legal Fees	10,000.00		10,000.00	1,135.47	574.50	11.36
10-5480-20-00	Contracted Services	20,000.00	(9,040.00)	10,960.00	5,022.07	51.48	45.82
10-5520-20-00	Telephones	8,000.00	5,000.00	13,000.00	4,697.31	2,249.34	36.13
10-5521-20-00	Cell Phone Expense	5,000.00	(5,000.00)			(701.85)	0.00
10-5525-20-00	Electricity	10,000.00		10,000.00	3,536.93	1,092.30	35.37
10-5526-20-00	Data Network	13,760.00		13,760.00	2,213.55	579.98	16.09
10-5530-20-00	Travel/Lodging/Meals Expense	5,000.00		5,000.00	2,942.62		58.85
10-5533-20-00	Mileage Expense	2,500.00		2,500.00	456.52	456.52	18.26
10-5536-20-00	Training/Seminars	26,500.00		26,500.00	5,253.00	2,278.00	19.82
10-5600-20-00	Special Events	10,500.00		10,500.00	148.00	28.04	1.41
10-5630-20-00	Safety Equipment	18,750.00	21,980.00	40,730.00	21,695.87	21,695.87	53.27
10-5640-20-00	Signs & Hardware	500.00		500.00			0.00
10-6160-20-00	Capital Expenditure - Vehicles	135,000.00	(12,940.00)	122,060.00	8,010.00		6.56
	Subtotal object - 0	1,834,258.00		1,834,258.00	546,031.55	210,667.46	29.77
Program number:		1,834,258.00		1,834,258.00	546,031.55	210,667.46	29.77
Department number: 20	Police	1,834,258.00		1,834,258.00	546,031.55	210,667.46	29.77
10-5110-25-00	Salaries & Wages	312,860.00		312,860.00	79,933.57	21,234.40	25.55
10-5115-25-00	Salaries - Overtime	15,000.00		15,000.00	4,571.17	654.93	30.47
10-5127-25-00	Salaries-Certification Pay	7,000.00		7,000.00	1,877.52	433.84	26.82

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
10-5140-25-00	Salaries - Longevity Pay	1,507.00		1,507.00	635.00		42.14
10-5145-25-00	Social Security Expense	20,855.00		20,855.00	5,062.77	1,288.53	24.28
10-5150-25-00	Medicare Expense	4,877.00		4,877.00	1,184.03	301.34	24.28
10-5155-25-00	SUTA Expense	336.00		336.00	(956.75)	22.43	#####
10-5160-25-00	Health Insurance	37,800.00		37,800.00	7,405.99	1,942.28	19.59
10-5165-25-00	Dental Insurance	2,520.00		2,520.00	428.48	120.70	17.00
10-5170-25-00	Life Insurance	416.00		416.00	143.81	43.34	34.57
10-5175-25-00	Liability (TML) Workers' Comp	426.00		426.00	642.47		150.82
10-5180-25-00	TMRS Expense	34,483.00		34,483.00	8,116.73	2,015.70	23.54
10-5185-25-00	Long Term/Short Term Disabilit	350.00		350.00	157.69	59.31	45.05
10-5186-25-00	WELLE-Wellness Prog Reimb Empl	3,360.00		3,360.00	362.25	105.00	10.78
10-5191-25-00	Hiring Cost	300.00		300.00	431.03	130.00	143.68
10-5192-25-00	Physical & Psychological	300.00	1,000.00	1,300.00	650.00		50.00
10-5210-25-00	Supplies	3,000.00		3,000.00	469.98		15.67
10-5212-25-00	Building Supplies	1,500.00		1,500.00			0.00
10-5220-25-00	Office Equipment	2,440.00		2,440.00	1,277.42	1,228.17	52.35
10-5230-25-00	Dues,Fees,& Subscriptions	2,000.00		2,000.00	265.92	88.98	13.30
10-5240-25-00	Postage and Delivery	100.00		100.00			0.00
10-5250-25-00	Publications	100.00		100.00			0.00
10-5280-25-00	Printing and Reproduction	100.00		100.00			0.00
10-5320-25-00	Repairs & Maintenance	500.00		500.00	140.00	140.00	28.00
10-5340-25-00	Building Repairs	750.00		750.00			0.00
10-5400-25-00	Uniform Expense	1,710.00		1,710.00			0.00
10-5415-25-00	Tuition Reimbursement	6,000.00	(1,000.00)	5,000.00			0.00
10-5418-25-00	IT Fees	4,500.00		4,500.00	322.50		7.17
10-5419-25-00	IT Licenses	5,000.00		5,000.00			0.00
10-5430-25-00	Legal Fees	2,450.00		2,450.00			0.00
10-5480-25-00	Contracted Services	155,000.00		155,000.00	92,064.76	1,084.20	59.40
10-5520-25-00	Telephones	2,500.00	700.00	3,200.00	769.72	301.32	24.05
10-5521-25-00	Cell Phone Expense	700.00	(700.00)			(73.76)	0.00
10-5524-25-00	Gas-Building	400.00		400.00	150.16	37.81	37.54
10-5526-25-00	Data Network	4,600.00		4,600.00	1,595.60	381.18	34.69
10-5530-25-00	Travel/Lodging/Meals Expense	1,950.00		1,950.00	583.05		29.90
10-5533-25-00	Mileage Expense	1,000.00		1,000.00	374.87		37.49
10-5536-25-00	Training/Seminars	5,000.00		5,000.00	1,272.00	50.00	25.44
10-5600-25-00	Special Events	1,000.00		1,000.00			0.00
	Subtotal object - 0	644,690.00		644,690.00	209,931.74	31,589.70	32.56
Program number:		644,690.00		644,690.00	209,931.74	31,589.70	32.56
Department number: 25	Dispatch Department	644,690.00		644,690.00	209,931.74	31,589.70	32.56
10-5110-30-00	Salaries & Wages	1,438,167.00		1,438,167.00	394,233.63	101,679.76	27.41
10-5115-30-00	Salaries - Overtime	230,000.00		230,000.00	77,012.01	18,357.09	33.48
10-5127-30-00	Salaries-Certification Pay	16,000.00		16,000.00	4,448.65	1,126.24	27.80

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
10-5140-30-00	Salaries - Longevity Pay	12,606.00		12,606.00	7,555.00		59.93
10-5141-30-00	Salaries - Incentive				1,750.00		0.00
10-5143-30-00	Cell Phone Allowance				1,030.00	1,030.00	0.00
10-5145-30-00	Social Security Expense	105,200.00		105,200.00	28,850.24	7,197.38	27.42
10-5150-30-00	Medicare Expense	24,603.00		24,603.00	6,747.23	1,683.26	27.42
10-5155-30-00	SUTA Expense	1,697.00		1,697.00	(4,741.74)	123.08	#####
10-5160-30-00	Health Insurance	146,880.00		146,880.00	27,004.70	7,546.20	18.39
10-5165-30-00	Dental Insurance	9,792.00		9,792.00	1,665.66	482.80	17.01
10-5170-30-00	Life Insurance/AD&D	12,489.00		12,489.00	1,811.94	525.20	14.51
10-5171-30-00	Life Insurance-Supplemental				7,921.00		0.00
10-5175-30-00	Liability (TML) Workers Comp	2,147.00		2,147.00	26,555.35		#####
10-5180-30-00	TMRS Expense	158,365.00		158,365.00	49,544.22	12,628.20	31.29
10-5185-30-00	Long Term/Short Term Disabilit	2,502.00		2,502.00	977.77	489.51	39.08
10-5186-30-00	WELLE-Wellness Prog Reimb Empl	8,400.00		8,400.00	2,124.50	752.50	25.29
10-5191-30-00	Hiring Cost	1,000.00		1,000.00			0.00
10-5194-30-00	FD Annual Phy & Screening	16,000.00		16,000.00	2,165.50	1,414.00	13.53
10-5210-30-00	Office Supplies	4,848.00		4,848.00	493.73	309.02	10.18
10-5212-30-00	Building Supplies	4,000.00		4,000.00	2,205.28		55.13
10-5230-30-00	Dues,Fees,& Subscriptions	3,500.00		3,500.00	3,315.00	425.00	94.71
10-5240-30-00	Postage and Delivery	250.00		250.00	80.63		32.25
10-5250-30-00	Publications	350.00		350.00			0.00
10-5280-30-00	Printing and Reproduction	500.00		500.00	256.00		51.20
10-5320-30-00	Repairs & Maintenance	6,500.00		6,500.00	2,120.17	914.05	32.62
10-5335-30-00	Radio/Video Repairs	20,000.00		20,000.00	120.00		0.60
10-5340-30-00	Building Repairs	20,000.00		20,000.00	4,276.99	573.55	21.39
10-5350-30-00	Vehicle Expense	35,000.00		35,000.00	8,937.86	2,705.58	25.54
10-5352-30-00	Fuel	35,000.00		35,000.00	4,567.07	1,904.13	13.05
10-5400-30-00	Uniform Expense	21,000.00		21,000.00	5,318.55	2,441.00	25.33
10-5410-30-00	Professional Services	10,500.00		10,500.00			0.00
10-5418-30-00	IT Fees	7,500.00		7,500.00	418.60		5.58
10-5440-30-00	EMS	74,000.00		74,000.00	19,590.89	4,554.29	26.47
10-5480-30-00	Contracted Services	10,000.00		10,000.00	275.00	155.00	2.75
10-5520-30-00	Telephones	12,500.00	8,000.00	20,500.00	16,851.25	4,441.15	82.20
10-5521-30-00	Cell Phone Expense	8,000.00	(8,000.00)			(898.76)	0.00
10-5524-30-00	Gas - Building	7,000.00		7,000.00	1,137.15	720.67	16.25
10-5525-30-00	Electricity	22,000.00		22,000.00	5,427.98	1,192.49	24.67
10-5526-30-00	Data Network	12,442.00		12,442.00	7,059.21	1,699.61	56.74
10-5530-30-00	Travel/Lodging/Meals Expense	3,000.00		3,000.00	976.45	25.00	32.55
10-5533-30-00	Mileage Expense	1,500.00		1,500.00			0.00
10-5536-30-00	Training/Seminars	18,000.00		18,000.00	5,975.00	2,000.00	33.19
10-5610-30-00	Fire Fighting Equipment	18,000.00		18,000.00	863.00		4.79
10-5630-30-00	Safety Equipment	25,000.00		25,000.00	295.90		1.18

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %
		Adopted Budget	Amendments	Amended Budget	Actual	Actual	
	Subtotal object - 0	2,566,238.00		2,566,238.00	727,217.37	178,197.00	28.34
Program number:		2,566,238.00		2,566,238.00	727,217.37	178,197.00	28.34
Department number: 30	Fire/EMS	2,566,238.00		2,566,238.00	727,217.37	178,197.00	28.34
10-5110-35-00	Salaries & Wages	82,318.00		82,318.00	24,614.40	6,300.80	29.90
10-5140-35-00	Salaries - Longevity Pay	752.00		752.00	570.00		75.80
10-5143-35-00	Cell Phone Allowance				440.00	440.00	0.00
10-5145-35-00	Social Security Expense	5,150.00		5,150.00	1,404.05	370.29	27.26
10-5150-35-00	Medicare Expense	1,205.00		1,205.00	328.36	86.60	27.25
10-5155-35-00	SUTA Expense	83.00		83.00	(245.11)	6.89	#####
10-5160-35-00	Health Insurance	5,400.00		5,400.00	1,889.50	547.68	34.99
10-5165-35-00	Dental Insurance	360.00		360.00	83.28	24.14	23.13
10-5170-35-00	Life Insurance/AD&D	114.00		114.00	90.60	26.26	79.47
10-5175-35-00	Liability (TML) Workers' Comp	105.00		105.00	1,327.77		#####
10-5180-35-00	TMRS Expense	8,722.00		8,722.00	2,719.63	736.85	31.18
10-5185-35-00	Long Term/Short Term Disabilit	153.00		153.00	64.56	32.28	42.20
10-5186-35-00	WELLE-Wellness Prog Reimb Empl	420.00		420.00	210.00	210.00	50.00
10-5193-35-00	Records Retention	250.00		250.00			0.00
10-5194-35-00	FD Annual Phy & Screening	650.00		650.00			0.00
10-5210-35-00	Supplies	300.00		300.00			0.00
10-5220-35-00	Office Equipment				197.72	197.72	0.00
10-5230-35-00	Dues,Fees,& Subscriptions	600.00		600.00	55.00	55.00	9.17
10-5240-35-00	Postage and Delivery	60.00		60.00	8.92	8.92	14.87
10-5250-35-00	Publications	550.00		550.00			0.00
10-5280-35-00	Printing and Reproduction	500.00		500.00			0.00
10-5350-35-00	Vehicle Expense	1,953.00		1,953.00			0.00
10-5352-35-00	Fuel	2,000.00		2,000.00	282.45	104.53	14.12
10-5353-35-00	Oil/Grease/Inspections	500.00		500.00			0.00
10-5400-35-00	Uniform Expense	1,050.00		1,050.00	241.60	143.85	23.01
10-5418-35-00	IT Fees	200.00		200.00			0.00
10-5430-35-00	Legal Fees	2,000.00		2,000.00			0.00
10-5520-35-00	Telephones	900.00	1,200.00	2,100.00	190.06	100.06	9.05
10-5521-35-00	Cell Phone Expense	1,200.00	(1,200.00)			(172.78)	0.00
10-5526-35-00	Data Network				37.99	37.99	0.00
10-5530-35-00	Travel/Lodging/Meals Expense	500.00		500.00	850.00		170.00
10-5536-35-00	Training/Seminars	3,200.00		3,200.00	595.00	295.00	18.59
10-5620-35-00	Tools & Equipment	150.00		150.00			0.00
10-5630-35-00	Safety Equipment	1,000.00		1,000.00			0.00
10-5640-35-00	Signs & Hardware	1,250.00		1,250.00			0.00
	Subtotal object - 0	123,595.00		123,595.00	35,955.78	9,552.08	29.09
Program number:		123,595.00		123,595.00	35,955.78	9,552.08	29.09
Department number: 35	Fire Marshall	123,595.00		123,595.00	35,955.78	9,552.08	29.09
10-5110-40-00	Salaries & Wages	93,646.00		93,646.00	28,002.88	7,168.80	29.90

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
10-5115-40-00	Salaries - Overtime	4,000.00		4,000.00	2,438.33	281.22	60.96
10-5140-40-00	Salaries - Longevity Pay	1,237.00		1,237.00	1,000.00		80.84
10-5145-40-00	Social Security Expense	6,131.00		6,131.00	1,922.35	454.56	31.36
10-5150-40-00	Medicare Expense	1,434.00		1,434.00	449.59	106.31	31.35
10-5155-40-00	SUTA Expense	99.00		99.00	(406.57)	7.52	#####
10-5160-40-00	Health Insurance	10,800.00		10,800.00	2,174.50	597.68	20.13
10-5165-40-00	Dental Insurance	720.00		720.00	166.57	48.28	23.14
10-5170-40-00	Life Insurance/AD&D	196.00		196.00	54.37	15.76	27.74
10-5175-40-00	Liability (TML) Workers Comp	125.00		125.00	4,540.11		#####
10-5180-40-00	TMRS Expense	10,383.00		10,383.00	3,344.73	807.65	32.21
10-5185-40-00	Long Term/Short Term Disabilit	174.00		174.00	68.85	35.19	39.57
10-5186-40-00	WELLE-Wellness Prog Reimb Empl	840.00		840.00	241.50	70.00	28.75
10-5191-40-00	Hiring Cost	50.00		50.00			0.00
10-5210-40-00	Office Supplies	600.00		600.00	134.36	134.36	22.39
10-5230-40-00	Dues,Fees,& Subscriptions	200.00		200.00			0.00
10-5250-40-00	Publications	50.00		50.00			0.00
10-5310-40-00	Rental Expense	10,000.00		10,000.00	3,200.00		32.00
10-5320-40-00	Repairs & Maintenance	4,000.00		4,000.00			0.00
10-5321-40-00	Signal Light Repairs	7,400.00		7,400.00			0.00
10-5340-40-00	Building Repairs	2,500.00		2,500.00			0.00
10-5350-40-00	Vehicle Expense	5,500.00		5,500.00	4,591.58	254.63	83.48
10-5352-40-00	Fuel	9,300.00		9,300.00	262.42	73.27	2.82
10-5353-40-00	Oil/Grease/Inspections	800.00		800.00			0.00
10-5400-40-00	Uniform Expense	3,500.00		3,500.00	736.92		21.06
10-5410-40-00	Professional Services	8,000.00		8,000.00			0.00
10-5480-40-00	Contracted Services	910,720.00		910,720.00	578.78	578.78	0.06
10-5520-40-00	Telephones	300.00	1,000.00	1,300.00	352.15	352.15	27.09
10-5521-40-00	Cell Phone Expense	1,000.00	(1,000.00)			(179.09)	0.00
10-5525-40-00	Electricity	100,000.00		100,000.00	43,561.41	12,485.36	43.56
10-5526-40-00	Data Network				50.38	50.38	0.00
10-5530-40-00	Travel/Lodging/Meals Expense	800.00		800.00			0.00
10-5536-40-00	Training/Seminars	800.00		800.00			0.00
10-5620-40-00	Tools & Equipment	3,000.00		3,000.00	78.44	78.44	2.62
10-5630-40-00	Safety Equipment	2,000.00		2,000.00	337.98	9.99	16.90
10-5640-40-00	Signs & Hardware	31,000.00		31,000.00	1,307.16	751.20	4.22
10-5650-40-00	Maintenance Materials	60,000.00		60,000.00	6,251.60	1,357.18	10.42
10-6140-40-00	Capital Expenditure - Equipmt	76,000.00		76,000.00			0.00
	Subtotal object - 0	1,367,305.00		1,367,305.00	105,440.39	25,539.62	7.71
Program number:		1,367,305.00		1,367,305.00	105,440.39	25,539.62	7.71
Department number: 40	Streets	1,367,305.00		1,367,305.00	105,440.39	25,539.62	7.71
10-5110-45-00	Salaries & Wages	24,536.00	24,590.00	49,126.00	5,314.61	1,327.59	10.82
10-5145-45-00	Social Security Expense	849.00	1,525.00	2,374.00	329.50	82.31	13.88

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
10-5150-45-00	Medicare Expense	198.00	357.00	555.00	77.06	19.25	13.89
10-5155-45-00	SUTA Expense	14.00	25.00	39.00	(77.62)	1.33	#####
10-5160-45-00	Health/Dental Insurance		3,992.00	3,992.00			0.00
10-5165-45-00	Dental Insurance		145.00	145.00			0.00
10-5170-45-00	Life Insurance		47.00	47.00			0.00
10-5175-45-00	Liability (TML)/Workers' Comp	17.00	61.00	78.00	85.66		109.82
10-5180-45-00	TMRS Expense		2,582.00	2,582.00			0.00
10-5185-45-00	Long Term/Short Term Disabilit		98.00	98.00			0.00
10-5190-45-00	Contract Labor	40,000.00	(16,667.00)	23,333.00	13,333.36	6,666.68	57.14
10-5210-45-00	Supplies	2,000.00		2,000.00	834.77	282.23	41.74
10-5212-45-00	Building Supplies	500.00		500.00			0.00
10-5220-45-00	Office Equipment	1,000.00		1,000.00			0.00
10-5230-45-00	Dues,Fees,& Subscriptions	5,600.00		5,600.00	3,200.00		57.14
10-5240-45-00	Postage and Delivery	400.00		400.00			0.00
10-5281-45-00	Book Purchases	12,000.00		12,000.00	2,403.29	119.82	20.03
10-5418-45-00	IT Fees	375.00		375.00			0.00
10-5480-45-00	Contracted Services	2,652.00		2,652.00			0.00
10-5520-45-00	Telephones		540.00	540.00			0.00
10-5525-45-00	Electricity	5,500.00		5,500.00			0.00
10-5530-45-00	Travel	700.00		700.00			0.00
10-5533-45-00	Mileage Expense	600.00		600.00			0.00
10-5536-45-00	Training/Seminars	500.00		500.00			0.00
10-5600-45-00	Special Events	600.00		600.00			0.00
	Subtotal object - 0	98,041.00	17,295.00	115,336.00	25,500.63	8,499.21	22.11
Program number:		98,041.00	17,295.00	115,336.00	25,500.63	8,499.21	22.11
Department number: 45	Public Library	98,041.00	17,295.00	115,336.00	25,500.63	8,499.21	22.11
10-5110-60-00	Salaries & Wages	590,082.00		590,082.00	137,179.39	38,645.04	23.25
10-5115-60-00	Salaries - Overtime	9,000.00		9,000.00	3,513.68	646.27	39.04
10-5126-60-00	Salaries-Vacation Buy-Out				772.00		0.00
10-5140-60-00	Salaries - Longevity Pay	2,583.00		2,583.00	1,735.00		67.17
10-5145-60-00	Social Security Expense	29,871.00		29,871.00	8,347.66	2,251.34	27.95
10-5150-60-00	Medicare Expense	6,986.00		6,986.00	1,952.31	526.53	27.95
10-5155-60-00	SUTA Expense	482.00		482.00	(1,369.35)	39.59	#####
10-5160-60-00	Health Insurance	75,912.00		75,912.00	14,819.03	4,307.48	19.52
10-5165-60-00	Dental Insurance	5,061.00		5,061.00	856.97	265.54	16.93
10-5170-60-00	Life Insurance/AD&D	1,057.00		1,057.00	295.50	94.56	27.96
10-5175-60-00	Liability (TML) Workers Comp	610.00		610.00	5,568.06		912.80
10-5180-60-00	TMRS Expense	63,175.00		63,175.00	15,219.64	4,246.19	24.09
10-5185-60-00	Long Term/Short Term Disabilit	876.00		876.00	352.93	180.22	40.29
10-5186-60-00	WELLE-Wellness Prog Reimb Empl	4,620.00		4,620.00	845.25	245.00	18.30
10-5191-60-00	Hiring Cost				155.00	75.00	0.00
10-5210-60-00	Office Supplies	1,500.00		1,500.00	1,584.48	812.88	105.63

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
10-5212-60-00	Building Supplies	1,500.00		1,500.00	20.00	20.00	1.33
10-5220-60-00	Office Equipment	5,560.00		5,560.00	2,377.00	1,832.00	42.75
10-5230-60-00	Dues,Fees,& Subscriptions	2,850.00		2,850.00	204.00	204.00	7.16
10-5240-60-00	Postage and Delivery	175.00		175.00			0.00
10-5280-60-00	Printing and Reproduction	300.00		300.00	369.97	291.46	123.32
10-5290-60-00	Miscellaneous Expense	1,500.00		1,500.00			0.00
10-5310-60-00	Rental Expense	22,000.00		22,000.00	9,803.00	2,863.00	44.56
10-5320-60-00	Repairs & Maintenance	424,500.00		424,500.00	56,498.55	29,731.06	13.31
10-5350-60-00	Vehicle Expense	4,500.00		4,500.00	2,260.99	918.54	50.24
10-5352-60-00	Fuel	17,000.00		17,000.00	1,855.17	582.20	10.91
10-5353-60-00	Oil/Grease/Inspections	2,000.00		2,000.00	211.28	39.75	10.56
10-5400-60-00	Uniform Expense	5,700.00		5,700.00	1,548.87	797.97	27.17
10-5410-60-00	Professional Services	125,000.00		125,000.00			0.00
10-5418-60-00	IT Fees	3,100.00		3,100.00	279.96	111.00	9.03
10-5430-60-00	Legal Fees	2,000.00		2,000.00	1,862.00	114.00	93.10
10-5480-60-00	Contracted Services	154,800.00		154,800.00	19,702.00	996.00	12.73
10-5520-60-00	Telephones		5,900.00	5,900.00	1,824.22	1,652.30	30.92
10-5521-60-00	Cell Phone Expense	5,900.00	(5,900.00)			(1,124.28)	0.00
10-5525-60-00	Electricity	88,000.00		88,000.00	32,402.59	5,566.57	36.82
10-5526-60-00	Data Network	1,700.00		1,700.00	253.44	84.48	14.91
10-5530-60-00	Travel/Lodging/Meals Expense	3,800.00		3,800.00	23.54		0.62
10-5533-60-00	Mileage Expense	2,000.00		2,000.00	404.37	114.97	20.22
10-5536-60-00	Training/Seminars	6,750.00		6,750.00	299.23	299.23	4.43
10-5600-60-00	Special Events	49,700.00		49,700.00	26,668.47	(7,181.58)	53.66
10-5620-60-00	Tools & Equipment				5.76		0.00
10-5630-60-00	Safety Equipment	1,600.00		1,600.00	15.02		0.94
10-5640-60-00	Signs & Hardware	2,800.00		2,800.00	277.50		9.91
10-6160-60-00	Capital Expenditure - Vehicles	52,000.00		52,000.00	20,977.75		40.34
	Subtotal object - 0	1,778,550.00		1,778,550.00	371,972.23	90,248.31	20.91
Program number:		1,778,550.00		1,778,550.00	371,972.23	90,248.31	20.91
Department number: 60	Parks and Recreation	1,778,550.00		1,778,550.00	371,972.23	90,248.31	20.91
10-5110-70-00	Salaries & Wages		93,902.00	93,902.00	22,945.23	5,808.92	24.44
10-5115-70-00	Salaries - Overtime	77,027.00	(77,027.00)				0.00
10-5128-70-00	Language Pay				150.00	50.00	0.00
10-5140-70-00	Salaries - Longevity Pay	185.00		185.00			0.00
10-5145-70-00	Social Security Expense	4,787.00	1,050.00	5,837.00	1,338.61	336.48	22.93
10-5150-70-00	Medicare Expense	1,120.00	250.00	1,370.00	313.07	78.70	22.85
10-5155-70-00	SUTA Expense	77.00		77.00	14.82	5.82	19.25
10-5160-70-00	Health Insurance	5,400.00		5,400.00	1,751.14	442.36	32.43
10-5165-70-00	Dental Insurance	360.00		360.00	83.28	24.14	23.13
10-5170-70-00	Life Insurance/AD&D	114.00		114.00	27.19	7.88	23.85
10-5175-70-00	Liability (TML) Workers Comp	98.00		98.00	119.93		122.38

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
10-5180-70-00	TMRS Expense	8,107.00		8,107.00	2,423.19	623.88	29.89
10-5185-70-00	Long Term/Short Term Disabilit	143.00		143.00	60.40	30.20	42.24
10-5186-70-00	WELLE-Wellness Prog Reimb Empl	420.00		420.00			0.00
10-5190-70-00	Contract Labor	4,800.00		4,800.00	1,125.00	400.00	23.44
10-5210-70-00	Office Supplies	1,500.00		1,500.00	1,109.34		73.96
10-5212-70-00	Building Supplies	1,000.00		1,000.00	398.71	9.35	39.87
10-5220-70-00	Office Equipment				20.25		0.00
10-5230-70-00	Dues,Fees,& Subscriptions	330.00		330.00			0.00
10-5240-70-00	Postage and Delivery	1,000.00		1,000.00	25.05	25.05	2.51
10-5250-70-00	Publications	100.00		100.00			0.00
10-5280-70-00	Printing and Reproduction	1,000.00		1,000.00	201.50		20.15
10-5310-70-00	Rental Expense	24,000.00		24,000.00	8,225.54	2,112.51	34.27
10-5400-70-00	Uniform Expense	60.00		60.00			0.00
10-5418-70-00	IT Fees	500.00		500.00			0.00
10-5420-70-00	Municipal Court/Judge Fees	9,600.00		9,600.00	5,236.22	3,560.00	54.54
10-5425-70-00	State Fines Expense	106,800.00	(37,475.00)	69,325.00	418.74	279.16	0.60
10-5430-70-00	Legal Fees				4,213.00		0.00
10-5480-70-00	Contracted Services	2,000.00		2,000.00	30.00	30.00	1.50
10-5481-70-00	Cash Over/Short				(10.00)		0.00
10-5520-70-00	Telephones	300.00		300.00	511.60	127.90	170.53
10-5524-70-00	Gas-Building	900.00		900.00	191.61	52.63	21.29
10-5525-70-00	Electricity	2,000.00		2,000.00	372.94	99.90	18.65
10-5530-70-00	Travel/Lodging/Meals Expense	800.00		800.00			0.00
10-5533-70-00	Mileage Expense	1,500.00		1,500.00			0.00
10-5536-70-00	Training/Seminars	1,000.00		1,000.00			0.00
	Subtotal object - 0	257,028.00	(19,300.00)	237,728.00	51,296.36	14,104.88	21.58
Program number:		257,028.00	(19,300.00)	237,728.00	51,296.36	14,104.88	21.58
Department number: 70	Municipal Court	257,028.00	(19,300.00)	237,728.00	51,296.36	14,104.88	21.58
10-5110-80-00	Salaries & Wages	441,348.00		441,348.00	107,618.49	27,191.02	24.38
10-5115-80-00	Salaries - Overtime	8,000.00		8,000.00	1,247.05	640.46	15.59
10-5140-80-00	Salaries - Longevity Pay	2,359.00		2,359.00	1,540.00		65.28
10-5141-80-00	Salaries - Incentive	3,234.00		3,234.00	250.00		7.73
10-5145-80-00	Social Security Expense	25,434.00		25,434.00	6,497.89	1,616.60	25.55
10-5150-80-00	Medicare Expense	5,948.00		5,948.00	1,519.67	378.08	25.55
10-5155-80-00	SUTA Expense	451.00		451.00	(1,062.01)	28.05	#####
10-5160-80-00	Health Insurance	48,600.00		48,600.00	9,912.53	2,776.04	20.40
10-5165-80-00	Dental Insurance	3,240.00		3,240.00	510.56	144.84	15.76
10-5170-80-00	Life Insurance/AD&D	914.00		914.00	186.36	55.16	20.39
10-5175-80-00	Liability (TML) Workers Comp	580.00		580.00	1,687.55		290.96
10-5180-80-00	TMRS Expense	47,769.00		47,769.00	11,751.09	3,007.90	24.60
10-5185-80-00	Long Term/Short Term Disabilit	830.00		830.00	235.26	119.78	28.35
10-5186-80-00	WELLE-Wellness Prog Reimb Empl	3,360.00		3,360.00	619.50	175.00	18.44

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
10-5190-80-00	Contract Labor	1,200.00		1,200.00	540.00	120.00	45.00
10-5191-80-00	Hiring Cost	60.00		60.00	235.01		391.68
10-5210-80-00	Office Supplies	7,000.00		7,000.00	1,221.54	139.68	17.45
10-5212-80-00	Building Supplies	500.00		500.00	361.21	234.05	72.24
10-5220-80-00	Office Equipment	13,000.00		13,000.00	592.48		4.56
10-5230-80-00	Dues,Fees,& Subscriptions	67,350.00		67,350.00	23,140.00	2,850.00	34.36
10-5240-80-00	Postage and Delivery	50.00		50.00			0.00
10-5280-80-00	Printing and Reproduction	2,000.00		2,000.00	336.54		16.83
10-5320-80-00	Repairs & Maintenance	1,000.00		1,000.00			0.00
10-5340-80-00	Building Repairs	150.00		150.00	70.25	70.25	46.83
10-5350-80-00	Vehicle Expense	1,500.00		1,500.00	2,190.71		146.05
10-5352-80-00	Fuel	12,000.00		12,000.00	1,399.20	461.16	11.66
10-5353-80-00	Oil/Grease/Inspections	2,400.00		2,400.00	274.19		11.43
10-5400-80-00	Uniform Expense	2,700.00		2,700.00			0.00
10-5415-80-00	Tuition Reimbursement	5,100.00		5,100.00			0.00
10-5418-80-00	IT Fees	4,000.00		4,000.00	401.00	356.00	10.03
10-5430-80-00	Legal Fees	4,000.00		4,000.00	95.00		2.38
10-5465-80-00	Public Relations	500.00		500.00			0.00
10-5480-80-00	Contracted Services	750.00		750.00	180.00	60.00	24.00
10-5520-80-00	Telephones	1,500.00	2,880.00	4,380.00	1,230.64	891.02	28.10
10-5521-80-00	Cell Phone Expense	2,880.00	(2,880.00)			(389.60)	0.00
10-5525-80-00	Electricity	6,500.00		6,500.00	1,918.76	732.91	29.52
10-5526-80-00	Data Network	3,200.00		3,200.00	987.74	227.94	30.87
10-5530-80-00	Travel/Lodging/Meals Expense	600.00		600.00	74.02		12.34
10-5533-80-00	Mileage Expense	6,000.00		6,000.00			0.00
10-5536-80-00	Training/Seminars	7,975.00		7,975.00	1,062.00	520.00	13.32
10-5630-80-00	Safety Equipment	800.00		800.00	116.00		14.50
10-6110-80-00	Capital Expenditure	30,000.00		30,000.00			0.00
10-6160-80-00	Capital Expenditure - Vehicles	20,000.00		20,000.00			0.00
	Subtotal object - 0	796,782.00		796,782.00	178,940.23	42,406.34	22.46
Program number:		796,782.00		796,782.00	178,940.23	42,406.34	22.46
Department number: 80	Inspections	796,782.00		796,782.00	178,940.23	42,406.34	22.46
10-5110-85-00	Salaries & Wages	47,312.00		47,312.00	14,174.37	3,604.00	29.96
10-5115-85-00	Salaries - Overtime	1,500.00		1,500.00	713.25	69.15	47.55
10-5140-85-00	Salaries - Longevity Pay	387.00		387.00	205.00		52.97
10-5141-85-00	Salaries - Incentive	750.00		750.00	1,000.00		133.33
10-5145-85-00	Social Security Expense	3,097.00		3,097.00	987.85	224.90	31.90
10-5150-85-00	Medicare Expense	724.00		724.00	231.03	52.60	31.91
10-5155-85-00	SUTA Expense	50.00		50.00	(248.29)	3.71	#####
10-5160-85-00	Health Insurance	5,400.00		5,400.00	1,009.33	292.56	18.69
10-5165-85-00	Dental Insurance	360.00		360.00	83.28	24.14	23.13
10-5170-85-00	Life Insurance/AD&D	106.00		106.00	27.19	7.88	25.65

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
10-5175-85-00	Liability (TML) Workers' Comp	63.00		63.00	239.85		380.71
10-5180-85-00	TMRS Expense	5,244.00		5,244.00	1,706.60	398.26	32.54
10-5185-85-00	Long Term/Short Term Disabilit	88.00		88.00	37.12	18.56	42.18
10-5186-85-00	WELLE-Wellness Prog Reimb Empl	420.00		420.00	120.75	35.00	28.75
10-5190-85-00	Contract Labor	15,000.00		15,000.00			0.00
10-5210-85-00	Office Supplies	500.00		500.00	320.35	54.45	64.07
10-5212-85-00	Building Supplies				13.09		0.00
10-5230-85-00	Dues,Fees,& Subscriptions	200.00		200.00	40.00	40.00	20.00
10-5240-85-00	Postage and Delivery	400.00		400.00			0.00
10-5280-85-00	Printing and Reproduction	1,200.00		1,200.00			0.00
10-5350-85-00	Vehicle Expense	500.00		500.00			0.00
10-5352-85-00	Fuel	1,000.00		1,000.00	62.38	62.38	6.24
10-5353-85-00	Oil/Grease/Inspections	100.00		100.00			0.00
10-5400-85-00	Uniform Expense	200.00		200.00	89.98		44.99
10-5418-85-00	IT Fees				111.00	111.00	0.00
10-5430-85-00	Legal Fees	8,000.00		8,000.00	294.00		3.68
10-5435-85-00	Legal Notices/Filings	500.00		500.00	98.25	98.25	19.65
10-5480-85-00	Contracted Services	68,000.00		68,000.00	3,600.00		5.29
10-5520-85-00	Telephones	300.00	500.00	800.00	213.08	164.55	26.64
10-5521-85-00	Cell Phone Expense	500.00	(500.00)			(73.98)	0.00
10-5526-85-00	Data Network				37.99	37.99	0.00
10-5536-85-00	Training/Seminars	500.00		500.00	310.00	310.00	62.00
10-5600-85-00	Special Events	1,000.00		1,000.00	51.58	51.58	5.16
10-5620-85-00	Tools & Equipment	250.00		250.00	33.94	33.94	13.58
10-5640-85-00	Signs & Hardware	500.00		500.00	56.62	56.62	11.32
	Subtotal object - 0	164,151.00		164,151.00	25,619.59	5,677.54	15.61
Program number:		164,151.00		164,151.00	25,619.59	5,677.54	15.61
Department number: 85	Code Enforcement	164,151.00		164,151.00	25,619.59	5,677.54	15.61
10-5110-90-00	Salaries & Wages	213,259.00		213,259.00	62,593.05	16,012.01	29.35
10-5115-90-00	Salaries - Overtime	500.00		500.00	36.17		7.23
10-5126-90-00	Salaries-Vacation Buy-Out				1,940.36		0.00
10-5140-90-00	Salaries - Longevity Pay	1,059.00		1,059.00	740.00		69.88
10-5141-90-00	Salaries - Incentive	1,000.00		1,000.00			0.00
10-5145-90-00	Social Security Expense	13,381.00		13,381.00	3,803.59	921.61	28.43
10-5150-90-00	Medicare Expense	3,129.00		3,129.00	889.54	215.53	28.43
10-5155-90-00	SUTA Expense	216.00		216.00	(439.48)	16.12	#####
10-5160-90-00	Health Insurance	16,408.00		16,408.00	5,419.39	1,505.62	33.03
10-5165-90-00	Dental Insurance	1,094.00		1,094.00	249.85	72.42	22.84
10-5170-90-00	Life Insurance/AD&D	318.00		318.00	81.56	23.64	25.65
10-5175-90-00	Liability (TML) Workers Comp	273.00		273.00	483.14		176.97
10-5180-90-00	TMRS Expense	22,661.00		22,661.00	6,934.21	1,730.96	30.60
10-5185-90-00	Long Term/Short Term Disabilit	397.00		397.00	157.00	79.70	39.55

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
10-5186-90-00	WELLE-Wellness Prog Reimb Empl	1,260.00		1,260.00	362.25	105.00	28.75
10-5190-90-00	Contract Labor	1,300.00		1,300.00	540.00	120.00	41.54
10-5191-90-00	Hiring Cost	50.00		50.00			0.00
10-5210-90-00	Office Supplies	3,500.00		3,500.00	431.13	86.99	12.32
10-5212-90-00	Building Supplies	250.00		250.00			0.00
10-5230-90-00	Dues,Fees,& Subscriptions	5,000.00		5,000.00	29.90	14.95	0.60
10-5240-90-00	Postage and Delivery	200.00		200.00			0.00
10-5400-90-00	Uniform Expense	300.00		300.00			0.00
10-5410-90-00	Professional Services	132,000.00		132,000.00	26,000.00	26,000.00	19.70
10-5415-90-00	Tuition Reimbursement	5,000.00		5,000.00			0.00
10-5418-90-00	IT Fees				111.00	111.00	0.00
10-5430-90-00	Legal Fees	50,000.00		50,000.00	2,717.00	171.00	5.43
10-5435-90-00	Legal Notices/Filings	1,500.00		1,500.00			0.00
10-5520-90-00	Telephones	3,300.00	2,400.00	5,700.00	709.94	612.90	12.46
10-5521-90-00	Cell Phone Expense	2,400.00	(2,400.00)			(293.36)	0.00
10-5526-90-00	Data Network	8,250.00		8,250.00	2,213.38	135.89	26.83
10-5530-90-00	Travel/Lodging/Meals Expense	2,000.00		2,000.00	506.49		25.33
10-5533-90-00	Mileage Expense	1,500.00		1,500.00	48.03	48.03	3.20
10-5536-90-00	Training/Seminars	4,000.00		4,000.00			0.00
	Subtotal object - 0	495,505.00		495,505.00	116,557.50	47,690.01	23.52
Program number:		495,505.00		495,505.00	116,557.50	47,690.01	23.52
Department number: 90	Planning	495,505.00		495,505.00	116,557.50	47,690.01	23.52
10-5110-98-00	Salaries & Wages	354,304.00	(6,500.00)	347,804.00	84,418.44	25,237.45	24.27
10-5126-98-00	Salaries-Vacation Buy-Out				2,537.84		0.00
10-5140-98-00	Salaries - Longevity Pay	749.00		749.00	440.00		58.75
10-5141-98-00	Salaries - Incentive	300.00		300.00			0.00
10-5143-98-00	Cell Phone Allowance				180.00	180.00	0.00
10-5145-98-00	Social Security Expense	22,032.00		22,032.00	4,564.73	1,422.64	20.72
10-5150-98-00	Medicare Expense	5,153.00		5,153.00	1,171.68	332.71	22.74
10-5155-98-00	SUTA Expense	355.00		355.00	(211.15)	24.17	(59.48)
10-5160-98-00	Health Insurance	16,408.00		16,408.00	5,352.45	1,760.74	32.62
10-5165-98-00	Dental Insurance	1,094.00		1,094.00	214.85	72.42	19.64
10-5170-98-00	Life Insurance/AD&D	342.00		342.00	90.76	29.62	26.54
10-5175-98-00	Liability (TML) Workers Comp	450.00		450.00	227.01		50.45
10-5180-98-00	TMRS Expense	37,312.00		37,312.00	9,269.29	2,733.60	24.84
10-5185-98-00	Long Term/Short Term Disabilit	660.00		660.00	211.16	127.26	31.99
10-5186-98-00	WELLE-Wellness Prog Reimb Empl	1,260.00		1,260.00	120.75	35.00	9.58
10-5191-98-00	Hiring Cost				80.00		0.00
10-5210-98-00	Office Supplies	800.00		800.00	1,265.55	539.42	158.19
10-5212-98-00	Building Supplies	350.00		350.00	48.68	48.68	13.91
10-5220-98-00	Office Equipment				830.50		0.00
10-5230-98-00	Dues,Fees,& Subscriptions	900.00		900.00			0.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
10-5240-98-00	Postage and Delivery	20.00		20.00			0.00
10-5250-98-00	Publications				83.00	83.00	0.00
10-5280-98-00	Printing and Reproduction				78.51		0.00
10-5400-98-00	Uniform Expense	100.00		100.00			0.00
10-5418-98-00	IT Fees	250.00		250.00	241.00	111.00	96.40
10-5419-98-00	IT Licenses				562.80	262.80	0.00
10-5430-98-00	Legal Fees	8,500.00		8,500.00	3,517.83	479.33	41.39
10-5435-98-00	Legal Notices/Filings				518.00		0.00
10-5520-98-00	Telephones		3,060.00	3,060.00	1,189.04	1,017.11	38.86
10-5521-98-00	Cell Phone Expense	3,060.00	(3,060.00)			(293.36)	0.00
10-5524-98-00	Gas-Building				551.84	329.31	0.00
10-5525-98-00	Electricity				674.12	173.70	0.00
10-5530-98-00	Travel/Lodging/Meals Expense	3,250.00		3,250.00	576.88	21.19	17.75
10-5533-98-00	Mileage Expense	2,500.00		2,500.00	511.15	121.21	20.45
10-5536-98-00	Training/Seminars	7,000.00		7,000.00	480.58		6.87
10-6110-98-00	Capital Expenditure	20,000.00	6,500.00	26,500.00			0.00
	Subtotal object - 0	487,149.00		487,149.00	119,797.29	34,849.00	24.59
Program number:		487,149.00		487,149.00	119,797.29	34,849.00	24.59
Department number: 98	Engineering	487,149.00		487,149.00	119,797.29	34,849.00	24.59
	Expense Subtotal - - - - -	12,457,760.00	(2,005.00)	12,455,755.00	3,176,312.74	876,075.15	25.50
Fund number: 10	General	696,443.00	(2,005.00)	694,438.00	(3,358,588.35)	(961,326.99)	#####
20-4005-50-00	Water Revenue	(5,200,000.00)		(5,200,000.00)	(1,273,152.22)	(218,267.92)	24.48
20-4010-50-00	Water Tap & Construction	(300,000.00)		(300,000.00)	(159,250.00)	(44,050.00)	53.08
20-4012-50-00	Saturday Inspection Fee	(2,500.00)		(2,500.00)	(1,950.00)	(750.00)	78.00
20-4018-50-00	Internet Cr. Card Fees(Global)	(14,000.00)		(14,000.00)	(6,522.81)	(1,372.55)	46.59
20-4019-50-00	Cr. Card Pmt Fees(auth.net)	(1,900.00)		(1,900.00)	(1,174.64)	(269.84)	61.82
20-4060-50-00	NSF Fees	(1,200.00)		(1,200.00)	(350.00)	(75.00)	29.17
20-4242-50-00	Re-Inspection Fees	(2,000.00)		(2,000.00)	(350.00)		17.50
20-4610-50-00	Interest Income	(70,000.00)		(70,000.00)	(22,362.53)	(4,406.92)	31.95
20-4910-50-00	Other Revenue	(80,000.00)		(80,000.00)	(31,713.51)	(13,972.25)	39.64
	Subtotal object - 0	(5,671,600.00)		(5,671,600.00)	(1,496,825.71)	(283,164.48)	26.39
Program number:		(5,671,600.00)		(5,671,600.00)	(1,496,825.71)	(283,164.48)	26.39
Department number: 50	Water	(5,671,600.00)		(5,671,600.00)	(1,496,825.71)	(283,164.48)	26.39
20-4006-55-00	Sewer Revenue	(2,247,850.00)		(2,247,850.00)	(844,819.02)	(207,002.39)	37.58
20-4010-55-00	Sewer Tap & Construction	(150,000.00)		(150,000.00)	(62,661.45)	(18,861.45)	41.77
	Subtotal object - 0	(2,397,850.00)		(2,397,850.00)	(907,480.47)	(225,863.84)	37.85
Program number:		(2,397,850.00)		(2,397,850.00)	(907,480.47)	(225,863.84)	37.85
Department number: 55	Sewer	(2,397,850.00)		(2,397,850.00)	(907,480.47)	(225,863.84)	37.85
20-4000-57-00	W/S Service Initiation	(50,000.00)		(50,000.00)	(14,280.00)	(2,685.00)	28.56
20-4007-57-00	Sanitation	(800,000.00)		(800,000.00)	(293,573.00)	(73,862.34)	36.70
20-4009-57-00	Late Fee-W/S	(56,000.00)		(56,000.00)	(31,431.80)	(8,818.37)	56.13
	Subtotal object - 0	(906,000.00)		(906,000.00)	(339,284.80)	(85,365.71)	37.45

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
Program number:		(906,000.00)		(906,000.00)	(339,284.80)	(85,365.71)	37.45
Department number: 57	Utility Billing Department	(906,000.00)		(906,000.00)	(339,284.80)	(85,365.71)	37.45
	Revenue Subtotal - - - - -	(8,975,450.00)		(8,975,450.00)	(2,743,590.98)	(594,394.03)	30.57
20-5110-50-00	Salaries & Wages	525,495.00		525,495.00	135,578.31	36,240.83	25.80
20-5115-50-00	Salaries - Overtime	25,000.00		25,000.00	8,035.14	1,629.95	32.14
20-5140-50-00	Salaries - Longevity Pay	2,311.00		2,311.00	1,545.00		66.85
20-5141-50-00	Salary-Incentive				250.00		0.00
20-5145-50-00	Social Security Expense	29,526.00		29,526.00	8,694.37	2,258.42	29.45
20-5150-50-00	Medicare Expense	6,905.00		6,905.00	2,033.35	528.17	29.45
20-5155-50-00	SUTA Expense	476.00		476.00	(1,613.57)	38.14	#####
20-5160-50-00	Health Insurance	59,400.00		59,400.00	11,231.53	3,125.08	18.91
20-5165-50-00	Dental Insurance	3,544.00		3,544.00	749.55	217.26	21.15
20-5170-50-00	Life Insurance/AD&D	779.00		779.00	290.23	89.72	37.26
20-5175-50-00	Liability (TML) Workers' Comp	603.00		603.00	10,635.84		#####
20-5176-50-00	TML Prop. & Liab Insurance	35,000.00		35,000.00	26,708.60		76.31
20-5180-50-00	TMRS Expense	58,045.00		58,045.00	15,444.44	4,093.63	26.61
20-5185-50-00	Long Term/Short Term Disabilit	767.00		767.00	348.04	173.65	45.38
20-5186-50-00	WELLE-Wellness Prog Reimb-Empl	3,780.00		3,780.00	810.25	245.00	21.44
20-5190-50-00	Contract Labor	15,000.00		15,000.00			0.00
20-5191-50-00	Hiring Cost	540.00		540.00	433.60	393.60	80.30
20-5210-50-00	Office Supplies	3,000.00		3,000.00	324.88	183.88	10.83
20-5212-50-00	Building Supplies	1,500.00		1,500.00	1,529.46	761.32	101.96
20-5220-50-00	Office Equipment	10,500.00		10,500.00	2,530.00	1,769.00	24.10
20-5230-50-00	Dues,Fees,& Subscriptions	12,444.00		12,444.00	95.00		0.76
20-5240-50-00	Postage and Delivery	24,000.00		24,000.00			0.00
20-5250-50-00	Publications	50.00		50.00			0.00
20-5280-50-00	Printing and Reproduction	8,200.00		8,200.00	78.51		0.96
20-5290-50-00	Miscellaneous Expense				296.20		0.00
20-5310-50-00	Rental Expense	5,000.00		5,000.00			0.00
20-5320-50-00	Repairs & Maintenance	3,500.00		3,500.00	704.58		20.13
20-5340-50-00	Building Repairs	3,900.00		3,900.00	93.72		2.40
20-5350-50-00	Vehicle Expense	25,000.00		25,000.00	7,531.17	3,605.37	30.13
20-5352-50-00	Fuel	36,500.00		36,500.00	5,640.04	1,529.78	15.45
20-5353-50-00	Oil/Grease/Inspections	2,400.00		2,400.00	554.36	14.50	23.10
20-5400-50-00	Uniform Expense	11,100.00		11,100.00	5,217.32	2,085.59	47.00
20-5410-50-00	Professional Services	5,000.00		5,000.00			0.00
20-5412-50-00	Audit Fees	1,000.00		1,000.00			0.00
20-5416-50-00	Engineering Fees	7,000.00		7,000.00			0.00
20-5418-50-00	IT Fees	23,000.00		23,000.00	3,016.25		13.11
20-5419-50-00	IT Licenses	1,200.00		1,200.00			0.00
20-5430-50-00	Legal Fees	2,000.00		2,000.00	38.00	38.00	1.90
20-5435-50-00	Legal Notices/Filings	1,000.00		1,000.00			0.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
20-5475-50-00	Credit Card Fees	16,000.00		16,000.00	9,300.01	2,022.60	58.13
20-5480-50-00	Contracted Services	94,800.00		94,800.00	10,636.65		11.22
20-5520-50-00	Telephones	6,300.00	9,320.00	15,620.00	2,902.06	1,856.60	18.58
20-5521-50-00	Cell Phone Expense	9,320.00	(9,320.00)			(671.74)	0.00
20-5524-50-00	Gas-Building	2,500.00		2,500.00	1,402.25	432.85	56.09
20-5525-50-00	Electricity	200,000.00		200,000.00	40,778.45	8,601.11	20.39
20-5526-50-00	Data Network	6,800.00		6,800.00	1,669.82		24.56
20-5530-50-00	Travel/Lodging/Meals Expense	1,000.00		1,000.00	489.60		48.96
20-5533-50-00	Mileage Expense	2,700.00		2,700.00	331.98		12.30
20-5536-50-00	Training/Seminars	7,200.00		7,200.00			0.00
20-5540-50-00	Water Testing	3,000.00		3,000.00	8.49		0.28
20-5545-50-00	Meter Purchases	220,500.00		220,500.00	59,488.51	4,900.71	26.98
20-5550-50-00	Water Purchases	1,902,100.00		1,902,100.00	567,044.67	147,712.80	29.81
20-5620-50-00	Tools & Equipment	16,000.00		16,000.00	1,871.41	472.24	11.70
20-5630-50-00	Safety Equipment	11,200.00		11,200.00	1,422.13		12.70
20-5640-50-00	Signs & Hardware	1,300.00		1,300.00	85.95	7.53	6.61
20-5650-50-00	Maintenance Materials	12,000.00		12,000.00	2,410.03	2,410.03	20.08
20-5660-50-00	Chemical Supplies	1,000.00		1,000.00			0.00
20-5670-50-00	System Improvements/Repairs	76,650.00		76,650.00	15,329.31	1,191.19	20.00
20-6110-50-00	Capital Expenditure	215,600.00		215,600.00			0.00
20-6140-50-00	Capital Expenditure - Equipmen	95,000.00		95,000.00	94,675.00		99.66
20-6160-50-00	Capital Expenditure - Vehicles	22,000.00		22,000.00			0.00
20-6186-50-00	2013 Bond Payment	386,928.00		386,928.00			0.00
20-6192-50-00	2011 Refd Bond Pmt	278,084.00		278,084.00			0.00
20-6193-50-00	2012 CO Bond Payment	243,200.00		243,200.00			0.00
20-6197-50-00	2004 CO Bond Payment	538,408.00		538,408.00			0.00
20-6198-50-00	2006 CO Bond Payment	492,952.00		492,952.00			0.00
20-6199-50-00	2008 CO Bond Payment	119,813.00		119,813.00			0.00
20-6200-50-00	Bond Administrative Fees	3,000.00		3,000.00			0.00
20-7143-50-00	Transfer to Internal Serv. Fd	2,160.00		2,160.00			0.00
20-7147-50-00	Transfer to GF	494,610.00		494,610.00	164,870.00	41,217.50	33.33
	Subtotal object - 0	6,436,590.00		6,436,590.00	1,223,540.49	269,174.31	19.01
Program number:		6,436,590.00		6,436,590.00	1,223,540.49	269,174.31	19.01
Department number: 50	Water	6,436,590.00		6,436,590.00	1,223,540.49	269,174.31	19.01
20-5110-55-00	Salaries & Wages	162,724.00		162,724.00	34,950.40	8,716.80	21.48
20-5115-55-00	Salaries - Overtime	10,000.00		10,000.00	2,845.03	573.72	28.45
20-5140-55-00	Salaries - Longevity Pay	950.00		950.00	645.00		67.90
20-5145-55-00	Social Security Expense	7,604.00		7,604.00	2,246.10	538.18	29.54
20-5150-55-00	Medicare Expense	2,788.00		2,788.00	525.29	125.86	18.84
20-5155-55-00	SUTA Expense	123.00		123.00	(685.83)	9.37	#####
20-5160-55-00	Health Insurance	21,600.00		21,600.00	3,508.47	984.34	16.24
20-5165-55-00	Dental Insurance	1,440.00		1,440.00	249.85	72.42	17.35

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
20-5170-55-00	Life Insurance/AD&D	337.00		337.00	81.56	23.64	24.20
20-5175-55-00	Liability (TML) Workers' Comp	204.00		204.00	5,568.06		#####
20-5180-55-00	TMRS Expense	18,235.00		18,235.00	4,084.06	1,005.31	22.40
20-5185-55-00	Long Term/Short Term Disabilit	281.00		281.00	102.45	55.00	36.46
20-5186-55-00	WELLE-Wellness Prog Reimb-Empl	1,680.00		1,680.00	241.50	70.00	14.38
20-5191-55-00	Hiring Cost	200.00		200.00			0.00
20-5210-55-00	Office Supplies	800.00		800.00	304.65		38.08
20-5212-55-00	Building Supplies	600.00		600.00	36.50	36.50	6.08
20-5220-55-00	Office Equipment	1,200.00		1,200.00			0.00
20-5230-55-00	Dues,Fees,& Subscriptions	2,222.00		2,222.00			0.00
20-5240-55-00	Postage and Delivery	1,200.00		1,200.00			0.00
20-5250-55-00	Publications	100.00		100.00			0.00
20-5260-55-00	Advertising	600.00		600.00			0.00
20-5280-55-00	Printing and Reproduction	1,000.00		1,000.00			0.00
20-5310-55-00	Rental Expense	8,000.00		8,000.00			0.00
20-5320-55-00	Repairs & Maintenance	400.00		400.00			0.00
20-5335-55-00	Radio/Video Repairs	7,000.00		7,000.00	425.00	425.00	6.07
20-5340-55-00	Building Repairs	2,000.00		2,000.00			0.00
20-5350-55-00	Vehicle Expense	6,000.00		6,000.00	534.62	507.68	8.91
20-5352-55-00	Fuel	18,000.00		18,000.00	744.91	211.03	4.14
20-5353-55-00	Oil/Grease/Inspections	1,500.00		1,500.00			0.00
20-5400-55-00	Uniform Expense	8,600.00		8,600.00	1,181.75		13.74
20-5412-55-00	Audit Fees	400.00		400.00			0.00
20-5416-55-00	Engineering Fees	1,500.00		1,500.00			0.00
20-5418-55-00	IT Fees	3,700.00		3,700.00			0.00
20-5430-55-00	Legal Fees	500.00		500.00			0.00
20-5480-55-00	Contracted Services	50,000.00		50,000.00			0.00
20-5520-55-00	Telephones	1,000.00	4,560.00	5,560.00	663.05	370.07	11.93
20-5521-55-00	Cell Phone Expense	4,560.00	(4,560.00)			(140.82)	0.00
20-5524-55-00	Gas - Building	8.00		8.00	378.19	378.19	#####
20-5525-55-00	Electricity	49,300.00		49,300.00	14,492.74	4,519.82	29.40
20-5530-55-00	Travel/Lodging/Meals Expense	600.00		600.00			0.00
20-5533-55-00	Mileage Expense	500.00		500.00			0.00
20-5536-55-00	Training/Seminars	4,600.00		4,600.00			0.00
20-5540-55-00	Water Testing	500.00		500.00			0.00
20-5560-55-00	Sewer Management Fees	1,111,300.00		1,111,300.00	441,448.77	86,218.42	39.72
20-5620-55-00	Tools & Equipment	7,400.00		7,400.00	80.46	80.46	1.09
20-5630-55-00	Safety Equipment	11,100.00		11,100.00	845.99	350.00	7.62
20-5640-55-00	Signs & Hardware	1,000.00		1,000.00	2.06		0.21
20-5650-55-00	Maintenance Materials	8,000.00		8,000.00	150.00	150.00	1.88
20-5660-55-00	Chemical Supplies	2,000.00		2,000.00			0.00
20-5670-55-00	System Improvements/Repairs	28,000.00		28,000.00	842.16	113.91	3.01

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
20-5680-55-00	Lift Station Expense	30,000.00		30,000.00	7,944.92	2,937.50	26.48
20-6140-55-00	Capital Expenditure - Equipmt	26,000.00		26,000.00	14,637.35		56.30
20-6160-55-00	Capital Expenditure - Vehicles	25,000.00		25,000.00			0.00
20-7147-55-00	Transfer to GF	214,350.00		214,350.00	71,450.00	17,862.50	33.33
	Subtotal object - 0	1,868,706.00		1,868,706.00	610,525.06	126,194.90	32.67
Program number:		1,868,706.00		1,868,706.00	610,525.06	126,194.90	32.67
Department number: 55	Sewer	1,868,706.00		1,868,706.00	610,525.06	126,194.90	32.67
20-5110-57-00	Salaries & Wages	81,903.00		81,903.00	27,138.78	6,777.79	33.14
20-5115-57-00	Salaries - Overtime	5,000.00		5,000.00	917.28	246.57	18.35
20-5140-57-00	Salaries - Longevity Pay	849.00		849.00	415.00		48.88
20-5141-57-00	Salary-Incentive	800.00		800.00	1,000.00		125.00
20-5145-57-00	Social Security Expense	5,490.00		5,490.00	1,745.35	413.67	31.79
20-5150-57-00	Medicare Expense	1,284.00		1,284.00	408.18	96.74	31.79
20-5155-57-00	SUTA Expense	89.00		89.00	(204.35)	6.32	#####
20-5160-57-00	Health Insurance	10,904.00		10,904.00	2,343.31	679.22	21.49
20-5165-57-00	Dental Insurance	727.00		727.00	166.57	48.28	22.91
20-5170-57-00	AD&D/Life Insurance	183.00		183.00	54.37	15.76	29.71
20-5175-57-00	Liability (TML) Workers' Comp	112.00		112.00	227.01		202.69
20-5180-57-00	TMRS Expense	7,886.00		7,886.00	2,739.93	677.79	34.74
20-5185-57-00	Long Term/Short Term Disabilit	152.00		152.00	60.50	28.68	39.80
20-5186-57-00	WELLE-Wellness Prog Reimb-Empl	840.00		840.00	155.75	70.00	18.54
20-5190-57-00	Contract Labor	50.00		50.00			0.00
20-5191-57-00	Hiring Cost	40.00		40.00			0.00
20-5210-57-00	Office Supplies	1,500.00		1,500.00	802.92		53.53
20-5212-57-00	Building Supplies	500.00		500.00			0.00
20-5230-57-00	Dues,Fees,& Subscriptions	200.00		200.00			0.00
20-5240-57-00	Postage and Delivery	21,000.00		21,000.00	5,620.35	1,843.51	26.76
20-5280-57-00	Printing and Reproduction	1,000.00		1,000.00			0.00
20-5400-57-00	Uniform Expense	150.00		150.00			0.00
20-5418-57-00	IT Fees	8,000.00		8,000.00	112.50	112.50	1.41
20-5419-57-00	IT Licenses	10,000.00		10,000.00			0.00
20-5470-57-00	Trash Collection	718,000.00		718,000.00	202,150.66	67,736.12	28.16
20-5479-57-00	Household Haz. Waste Disposal	2,500.00		2,500.00	700.00	150.00	28.00
20-5480-57-00	Contracted Services	8,983.00		8,983.00	1,580.76	529.87	17.60
20-5481-57-00	Cash Short/Over				1.99		0.00
20-5520-57-00	Telephones	800.00		800.00	248.50	62.20	31.06
20-5530-57-00	Travel/Lodging/Meals Expense	300.00		300.00			0.00
20-5533-57-00	Mileage Expense	1,500.00		1,500.00			0.00
20-5536-57-00	Training/Seminars	1,100.00		1,100.00			0.00
20-7147-57-00	Transfer to GF	80,200.00		80,200.00	26,733.32	6,683.33	33.33
	Subtotal object - 0	972,042.00		972,042.00	275,118.68	86,178.35	28.30
Program number:		972,042.00		972,042.00	275,118.68	86,178.35	28.30

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
Department number: 57	Utility Billing Department	972,042.00		972,042.00	275,118.68	86,178.35	28.30
	Expense Subtotal - - - - -	9,277,338.00		9,277,338.00	2,109,184.23	481,547.56	22.74
Fund number: 20	Water/Sewer	301,888.00		301,888.00	(634,406.75)	(112,846.47)	#####
30-4105-10-00	Property Taxes -Delinquent	(30,000.00)		(30,000.00)	(30,151.41)	(15,162.36)	100.51
30-4110-10-00	Property Taxes -Current	(2,763,240.00)		(2,763,240.00)	(2,539,613.06)	(726,682.94)	91.91
30-4115-10-00	Taxes -Penalties	(18,000.00)		(18,000.00)	(6,338.22)	(2,697.21)	35.21
30-4610-10-00	Interest Income	(12,000.00)		(12,000.00)	(2,893.62)	(1,959.46)	24.11
	Subtotal object - 0	(2,823,240.00)		(2,823,240.00)	(2,578,996.31)	(746,501.97)	91.35
Program number:		(2,823,240.00)		(2,823,240.00)	(2,578,996.31)	(746,501.97)	91.35
Department number: 10	Administrative	(2,823,240.00)		(2,823,240.00)	(2,578,996.31)	(746,501.97)	91.35
	Revenue Subtotal - - - - -	(2,823,240.00)		(2,823,240.00)	(2,578,996.31)	(746,501.97)	91.35
30-6186-10-00	2013 GO Ref Bond	282,672.22		282,672.22			0.00
30-6191-10-00	2010 Tax Note Payment	365,166.25		365,166.25			0.00
30-6192-10-00	2011 Ref Bond Pmt	177,791.00		177,791.00			0.00
30-6193-10-00	2012 GO Bond Payment	112,412.50		112,412.50			0.00
30-6197-10-00	2004 CO Bond Payment	329,992.00		329,992.00			0.00
30-6198-10-00	2006 Bond Payment	455,033.00		455,033.00			0.00
30-6199-10-00	2008 CO Bond Payment	1,078,313.00		1,078,313.00			0.00
30-6200-10-00	Bond Administrative Fees	20,000.00		20,000.00	(36,977.52)		#####
	Subtotal object - 0	2,821,379.97		2,821,379.97	(36,977.52)		(1.31)
Program number:		2,821,379.97		2,821,379.97	(36,977.52)		(1.31)
Department number: 10	Administrative	2,821,379.97		2,821,379.97	(36,977.52)		(1.31)
	Expense Subtotal - - - - -	2,821,379.97		2,821,379.97	(36,977.52)		(1.31)
Fund number: 30	Interest and Sinking	(1,860.03)		(1,860.03)	(2,615,973.83)	(746,501.97)	#####
40-4100-10-00	Charges for Services	(30,000.00)		(30,000.00)			0.00
40-4610-10-00	Interest Income	(500.00)		(500.00)	(217.97)	(54.49)	43.59
40-4995-10-00	Transfer In	(19,160.00)		(19,160.00)			0.00
	Subtotal object - 0	(49,660.00)		(49,660.00)	(217.97)	(54.49)	0.44
Program number:		(49,660.00)		(49,660.00)	(217.97)	(54.49)	0.44
Department number: 10	General Fund	(49,660.00)		(49,660.00)	(217.97)	(54.49)	0.44
	Revenue Subtotal - - - - -	(49,660.00)		(49,660.00)	(217.97)	(54.49)	0.44
40-5160-10-00	MERP H & D Expense - GF	49,000.00		49,000.00	9,072.67	5,022.67	18.52
	Subtotal object - 0	49,000.00		49,000.00	9,072.67	5,022.67	18.52
Program number:		49,000.00		49,000.00	9,072.67	5,022.67	18.52
Department number: 10	General Fund	49,000.00		49,000.00	9,072.67	5,022.67	18.52
	Expense Subtotal - - - - -	49,000.00		49,000.00	9,072.67	5,022.67	18.52
Fund number: 40	Internal Service Fund	(660.00)		(660.00)	8,854.70	4,968.18	#####
45-4001-10-00	Storm Drainage Utility Fee	(228,800.00)		(228,800.00)	(80,074.33)	(20,123.94)	35.00
45-4610-10-00	Interest Storm Utility	(1,600.00)		(1,600.00)	(553.74)	(136.11)	34.61
	Subtotal object - 0	(230,400.00)		(230,400.00)	(80,628.07)	(20,260.05)	35.00
Program number:		(230,400.00)		(230,400.00)	(80,628.07)	(20,260.05)	35.00
Department number: 10	Administration	(230,400.00)		(230,400.00)	(80,628.07)	(20,260.05)	35.00

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %
		Adopted Budget	Amendments	Amended Budget	Actual	Actual	
	Revenue Subtotal - - - - -	(230,400.00)		(230,400.00)	(80,628.07)	(20,260.05)	35.00
45-5110-10-00	Salaries	28,514.00		28,514.00	8,515.68	2,172.00	29.87
45-5115-10-00	Salaries-Overtime	2,000.00		2,000.00	595.45	97.18	29.77
45-5140-10-00	Salaries-Longevity Pay	195.00		195.00			0.00
45-5145-10-00	Social Security Expense	1,904.00		1,904.00	565.58	140.92	29.71
45-5150-10-00	Medicare Expense	445.00		445.00	132.28	32.96	29.73
45-5155-10-00	SUTA Expense	31.00		31.00	11.31	2.31	36.48
45-5160-10-00	Health Insurance	5,400.00		5,400.00	1,165.16	305.12	21.58
45-5165-10-00	Dental Expense	360.00		360.00			0.00
45-5170-10-00	Life Ins/AD&D	64.00		64.00	27.19	7.88	42.48
45-5175-10-00	Liability (TML) Workers Comp	39.00		39.00	1,447.69		#####
45-5180-10-00	TMRS Expense	3,224.00		3,224.00	974.87	247.47	30.24
45-5185-10-00	Long Term/Short Term Disabilit	53.00		53.00			0.00
45-5186-10-00	WELLE-Wellness Prog Reimb Empl	420.00		420.00	120.75	35.00	28.75
45-5191-10-00	Hiring Cost	40.00		40.00			0.00
45-5210-10-00	Office Supplies	400.00		400.00			0.00
45-5250-10-00	Publications	37.00		37.00			0.00
45-5310-10-00	Rental Expense	7,800.00		7,800.00			0.00
45-5320-10-00	Repairs & Maintenance	800.00		800.00			0.00
45-5340-10-00	Building Repairs	500.00		500.00			0.00
45-5350-10-00	Vehicle Expense	1,500.00		1,500.00			0.00
45-5352-10-00	Fuel	2,000.00		2,000.00	285.74	111.30	14.29
45-5353-10-00	Oil/Grease/Inspections	400.00		400.00			0.00
45-5400-10-00	Uniforms	1,700.00		1,700.00	465.98		27.41
45-5410-10-00	Professional Services-Storm Dr	5,000.00		5,000.00	14,000.00		280.00
45-5480-10-00	Contract Services	38,000.00		38,000.00			0.00
45-5520-10-00	Telephones	300.00	350.00	650.00	139.76	139.76	21.50
45-5521-10-00	Cell Phone Expense	350.00	(350.00)			(68.58)	0.00
45-5530-10-00	Travel/Lodging/Meals Expense	200.00		200.00			0.00
45-5536-10-00	Training/Seminars	800.00		800.00			0.00
45-5620-10-00	Tools & Equipment	2,000.00		2,000.00			0.00
45-5630-10-00	Safety Equipment	1,500.00		1,500.00	170.99		11.40
45-5640-10-00	Signs & Hardware	600.00		600.00			0.00
45-5650-10-00	Maintenance Materials	4,000.00		4,000.00	982.29		24.56
45-6140-10-00	Capital Expense-Equipment	163,726.00		163,726.00			0.00
45-6193-10-00	2012 CO Bond Payment	106,918.00		106,918.00			0.00
45-7143-10-00	Transfer to Internal Serv. Fd	240.00		240.00			0.00
45-7147-10-00	Transfer to GF	12,540.00		12,540.00	4,180.00	1,045.00	33.33
	Subtotal object - 0	394,000.00		394,000.00	33,780.72	4,268.32	8.57
Program number:		394,000.00		394,000.00	33,780.72	4,268.32	8.57
Department number: 10	Administration	394,000.00		394,000.00	33,780.72	4,268.32	8.57
	Expense Subtotal - - - - -	394,000.00		394,000.00	33,780.72	4,268.32	8.57

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %
		Adopted Budget	Amendments	Amended Budget	Actual	Actual	
Fund number: 45	Storm Drainage Utility Fund	163,600.00		163,600.00	(46,847.35)	(15,991.73)	(28.64)
60-4045-60-00	Park Dedication-Fees	(100,000.00)		(100,000.00)			0.00
60-4055-60-00	Park Improvement	(200,000.00)		(200,000.00)	(100,000.00)	(100,000.00)	50.00
60-4530-60-00	Contributions				(17,500.00)	(7,500.00)	0.00
60-4615-60-00	Interest-Park Dedication	(1,200.00)		(1,200.00)	(650.56)	(172.60)	54.21
60-4620-60-00	Interest-Park Improvements	(350.00)		(350.00)	(249.45)	(59.92)	71.27
	Subtotal object - 0	(301,550.00)		(301,550.00)	(118,400.01)	(107,732.52)	39.26
Program number:		(301,550.00)		(301,550.00)	(118,400.01)	(107,732.52)	39.26
Department number: 60	Parks and Recreation	(301,550.00)		(301,550.00)	(118,400.01)	(107,732.52)	39.26
	Revenue Subtotal - - - - -	(301,550.00)		(301,550.00)	(118,400.01)	(107,732.52)	39.26
60-5290-60-00	Miscellaneous Expense				42,459.36	42,429.36	0.00
60-5410-60-00	Professional Services-Pk Ded				12,093.83	6,660.69	0.00
60-5411-60-00	Professional Services-Pk Imp	20,000.00		20,000.00			0.00
60-6120-60-00	Capital Exp-Pk Improvements	30,000.00		30,000.00	8,500.00	8,500.00	28.33
60-6140-60-00	Capital Exp-Pk Dedication	650,000.00		650,000.00			0.00
	Subtotal object - 0	700,000.00		700,000.00	63,053.19	57,590.05	9.01
Program number:		700,000.00		700,000.00	63,053.19	57,590.05	9.01
Department number: 60	Parks and Recreation	700,000.00		700,000.00	63,053.19	57,590.05	9.01
	Expense Subtotal - - - - -	700,000.00		700,000.00	63,053.19	57,590.05	9.01
Fund number: 60	Parks & Recreation Fund	398,450.00		398,450.00	(55,346.82)	(50,142.47)	(13.89)
65-4015-99-00	Impact Fees -Water	(800,000.00)		(800,000.00)	(441,268.00)	(148,128.00)	55.16
65-4020-99-00	Impact Fees -Sewer	(700,000.00)		(700,000.00)	(142,524.50)	(40,605.75)	20.36
65-4040-99-00	Thoroughfare Impact Fees	(1,100,000.00)		(1,100,000.00)	(386,151.60)	(116,462.20)	35.11
65-4041-99-00	West Thorfare Imp. Fees Rev				(86,404.00)	(14,908.00)	0.00
65-4615-99-00	Interest-Water Impact Fee	(4,000.00)		(4,000.00)	(1,416.47)	(409.03)	35.41
65-4620-99-00	Interest-Sewer Impact Fee	(4,000.00)		(4,000.00)	(645.03)	(191.37)	16.13
65-4640-99-00	Interest-Thorfare Imp Fee	(12,000.00)		(12,000.00)	(1,271.23)	(399.98)	10.59
65-4641-99-00	Interest-West Thorfare imp fee				(483.15)	(142.90)	0.00
	Subtotal object - 0	(2,620,000.00)		(2,620,000.00)	(1,060,163.98)	(321,247.23)	40.46
Program number:		(2,620,000.00)		(2,620,000.00)	(1,060,163.98)	(321,247.23)	40.46
Department number: 99	Impact Fees	(2,620,000.00)		(2,620,000.00)	(1,060,163.98)	(321,247.23)	40.46
	Revenue Subtotal - - - - -	(2,620,000.00)		(2,620,000.00)	(1,060,163.98)	(321,247.23)	40.46
65-5415-99-00	Professional Serv-Water Imp Fe	1,220,000.00		1,220,000.00	53,699.31	11,281.17	4.40
65-5420-99-00	Professional Serv-Sewer Imp Fe	255,000.00		255,000.00			0.00
65-5440-99-00	Professional Serv-Thorfare Imp	60,000.00		60,000.00			0.00
65-6115-99-00	Capital Expenditure-Water				422,396.85	189,651.65	0.00
65-7144-99-00	Transfer to Capital Proj Fund	300,000.00		300,000.00			0.00
	Subtotal object - 0	1,835,000.00		1,835,000.00	476,096.16	200,932.82	25.95
Program number:		1,835,000.00		1,835,000.00	476,096.16	200,932.82	25.95
Department number: 99	Impact Fees	1,835,000.00		1,835,000.00	476,096.16	200,932.82	25.95
	Expense Subtotal - - - - -	1,835,000.00		1,835,000.00	476,096.16	200,932.82	25.95
Fund number: 65	Impact Fees	(785,000.00)		(785,000.00)	(584,067.82)	(120,314.41)	74.40

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %
		Adopted Budget	Amendments	Amended Budget	Actual	Actual	
67-4530-10-00	Police Donation Inc	(16,000.00)		(16,000.00)	(8,160.00)	(1,877.00)	51.00
67-4531-10-00	Fire Dept-Donation Inc	(12,000.00)		(12,000.00)	(4,292.00)	(892.00)	35.77
67-4532-10-00	Safety Fair Donations	(2,000.00)		(2,000.00)			0.00
67-4535-10-00	Child Safety Inc	(9,000.00)		(9,000.00)	(5,863.07)	(2,331.55)	65.15
67-4536-10-00	Court Security Revenue	(2,900.00)		(2,900.00)	(1,450.43)	(273.90)	50.02
67-4537-10-00	Technology Fd Revenue	(4,000.00)		(4,000.00)	(1,935.84)	(365.16)	48.40
67-4610-10-00	Interest Income				(1,605.92)	(314.18)	0.00
67-4721-10-00	Country Xmas Donations	(10,000.00)		(10,000.00)	(17,951.00)	(350.00)	179.51
67-4761-10-00	Tree Mitigation Revenue				(14,175.00)		0.00
67-4915-10-00	Escrow Income				(60,187.28)	(60,187.28)	0.00
67-4916-10-00	Cash Seizure Forfeit-PD	(500.00)		(500.00)	(3,250.00)	(1,000.00)	650.00
	Subtotal object - 0	(56,400.00)		(56,400.00)	(118,870.54)	(67,591.07)	210.76
Program number:		(56,400.00)		(56,400.00)	(118,870.54)	(67,591.07)	210.76
Department number: 10	Administrative	(56,400.00)		(56,400.00)	(118,870.54)	(67,591.07)	210.76
	Revenue Subtotal - - - - -	(56,400.00)		(56,400.00)	(118,870.54)	(67,591.07)	210.76
67-5202-10-00	Country Xmas Expense	10,000.00		10,000.00	10,001.30	10,001.30	100.01
67-5203-10-00	Court Technology Expense	12,200.00		12,200.00	3,571.33		29.27
67-5204-10-00	Court Security Expense	2,500.00		2,500.00	272.00	68.00	10.88
67-5205-10-00	Police Donation Exp	8,000.00		8,000.00	4,000.00		50.00
67-5206-10-00	Fire Dept Donation Exp	8,000.00		8,000.00	2,374.99	1,175.50	29.69
67-5207-10-00	Health & Safety Fair Exp	1,500.00		1,500.00			0.00
67-5208-10-00	Child Safety Expense	1,000.00		1,000.00			0.00
67-5209-10-00	Escrow Expense	15,500.00		15,500.00	182,024.45		#####
67-5216-10-00	Volunteer Per Diem Expense				260.00	95.00	0.00
67-5291-10-00	Special Operations	500.00		500.00			0.00
67-5292-10-00	PD Seizure Expense				200.00	200.00	0.00
	Subtotal object - 0	59,200.00		59,200.00	202,704.07	11,539.80	342.41
Program number:		59,200.00		59,200.00	202,704.07	11,539.80	342.41
Department number: 10	Administrative	59,200.00		59,200.00	202,704.07	11,539.80	342.41
	Expense Subtotal - - - - -	59,200.00		59,200.00	202,704.07	11,539.80	342.41
Fund number: 67	Special Revenue-Donations	2,800.00		2,800.00	83,833.53	(56,051.27)	#####
73-5160-10-00	Health Insurance				21.32		0.00
	Subtotal object - 0				21.32		0.00
Program number:					21.32		0.00
Department number: 10	Administration				21.32		0.00
	Expense Subtotal - - - - -				21.32		0.00
Fund number: 73	Empl'ee Health Trust Fund				21.32		0.00
75-4530-10-00	Contributions				(105,000.00)	(50,000.00)	0.00
75-4611-10-00	Interest-2004 Bond	(1,000.00)		(1,000.00)	(681.57)	(170.18)	68.16
75-4612-10-00	Interest-2006 Bond	(1,000.00)		(1,000.00)	(105.79)	(21.57)	10.58
75-4613-10-00	Interest 2008 Bond	(1,000.00)		(1,000.00)	(6,073.83)	(1,147.40)	607.38
75-4615-10-00	Interest-2011 Refd Bond	(70.00)		(70.00)			0.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
75-4616-10-00	Interest 2012 GO Bond	(5,000.00)		(5,000.00)	(3,847.10)	(905.50)	76.94
75-4999-10-00	Bond Proceeds	(1,965,000.00)		(1,965,000.00)			0.00
	Subtotal object - 0	(1,973,070.00)		(1,973,070.00)	(115,708.29)	(52,244.65)	5.86
Program number:		(1,973,070.00)		(1,973,070.00)	(115,708.29)	(52,244.65)	5.86
Department number: 10	Capital Projects	(1,973,070.00)		(1,973,070.00)	(115,708.29)	(52,244.65)	5.86
	Revenue Subtotal - - - - -	(1,973,070.00)		(1,973,070.00)	(115,708.29)	(52,244.65)	5.86
75-5110-10-00	Salaries & Wages	92,820.00		92,820.00	26,843.36	6,793.60	28.92
75-5140-10-00	Salaries - Longevity	459.00		459.00			0.00
75-5141-10-00	Salary - Incentive	300.00		300.00			0.00
75-5145-10-00	Social Security Expense	5,802.00		5,802.00	1,614.34	404.55	27.82
75-5150-10-00	Medicare Expense	1,357.00		1,357.00	377.54	94.61	27.82
75-5155-10-00	SUTA Expense	93.00		93.00	(245.20)	6.80	#####
75-5160-10-00	Health Insurance	5,400.00		5,400.00	1,418.40	567.36	26.27
75-5165-10-00	Dental Insurance	360.00		360.00	72.42	24.14	20.12
75-5170-10-00	Life Insurance/AD&D	114.00		114.00	27.19	7.88	23.85
75-5175-10-00	Liability (TML) Workers' Comp	118.00		118.00	145.67		123.45
75-5180-10-00	TMRS Expense	9,826.00		9,826.00	2,834.85	729.63	28.85
75-5185-10-00	Long Term/Short Term Disabilit	173.00		173.00			0.00
75-5186-10-00	WELLE-Wellness Prog Reimb-Empl	420.00		420.00			0.00
75-5412-10-00	Professional Serv-2006 Bond				13,177.50	6,588.75	0.00
75-5419-10-00	Professional Services				9,000.00	9,000.00	0.00
75-5520-10-00	Telephone Expense				219.36	219.36	0.00
75-5521-10-00	Cell Phone Expense					(113.18)	0.00
75-5533-10-00	Mileage Expense				1,657.15		0.00
75-6112-10-00	Capital Expenditures-2006 Bond				3,411.25		0.00
75-6113-10-00	Capital Expenditure 2008 Bond				1,419,872.49	439,379.06	0.00
75-6116-10-00	Capital Expenditure - WS Prjts				1,100.00		0.00
75-6610-10-00	Construction	4,662,758.00		4,662,758.00			0.00
	Subtotal object - 0	4,780,000.00		4,780,000.00	1,481,526.32	463,702.56	30.99
Program number:		4,780,000.00		4,780,000.00	1,481,526.32	463,702.56	30.99
Department number: 10	Capital Projects	4,780,000.00		4,780,000.00	1,481,526.32	463,702.56	30.99
	Expense Subtotal - - - - -	4,780,000.00		4,780,000.00	1,481,526.32	463,702.56	30.99
Fund number: 75	Capital Projects	2,806,930.00		2,806,930.00	1,365,818.03	411,457.91	48.66
76-4610-10-00	Interest Income	(50,000.00)		(50,000.00)	(12,832.87)	(3,023.38)	25.67
76-4999-10-00	Bond Proceeds	(1,000,000.00)		(1,000,000.00)			0.00
	Subtotal object - 0	(1,050,000.00)		(1,050,000.00)	(12,832.87)	(3,023.38)	1.22
Program number:		(1,050,000.00)		(1,050,000.00)	(12,832.87)	(3,023.38)	1.22
Department number: 10	Capital Projects-W/S	(1,050,000.00)		(1,050,000.00)	(12,832.87)	(3,023.38)	1.22
	Revenue Subtotal - - - - -	(1,050,000.00)		(1,050,000.00)	(12,832.87)	(3,023.38)	1.22
76-6610-10-00	Construction	1,000,000.00		1,000,000.00			0.00
76-6610-10-00-1202-WA	Construction				72,000.00		0.00
76-6610-10-00-1203-SW	Construction				2,409.72		0.00

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %
		Adopted Budget	Amendments	Amended Budget	Actual	Actual	
76-6610-10-00-1203-WA	Construction				3,931.66		0.00
	Subtotal object - 0	1,000,000.00		1,000,000.00	78,341.38		7.83
Program number:		1,000,000.00		1,000,000.00	78,341.38		7.83
Department number: 10	Capital Projects-W/S	1,000,000.00		1,000,000.00	78,341.38		7.83



**Investment Portfolio Summary**

**October 1, 2013 - December 31, 2013**

**Prepared By**

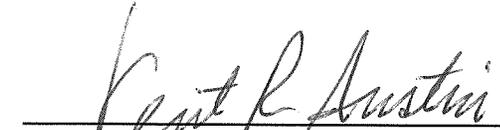
**Kent R. Austin  
Finance Director  
Town of Prosper**

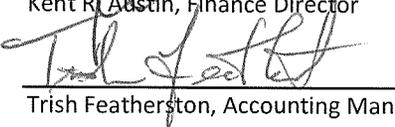
**Trish Featherston  
Accounting Manager  
Town of Prosper**

Town of Prosper, Texas  
Quarterly Investment Report - Town Portfolio  
October 1, 2013 - December 31, 2013  
**Portfolio Summary Management Report**

This quarterly report is in full compliance with the investment policy and strategy as established for the Town of Prosper, Texas and the Public Funds Investment Act (Chapter 2256, Government Code).

10/1/2013		12/31/2013	
Beginning Book Value:	46,092,616	Ending Book Value:	49,572,272
Beginning Market Value:	46,092,616	Ending Market Value:	49,572,272
Beginning Par Value:	46,092,616	Ending Par Value:	49,572,272
WAM at Beginning Period Date	33 days	WAM at Ending Period Date	34 days
		Increase in Investment Holdings (Market Value)	3,479,656
	<b>Average Yield to Maturity for quarter</b>		0.50%
	<b>Average Yield to Maturity 6 month T-Bill</b>		0.09%

  
\_\_\_\_\_  
Kent R. Austin, Finance Director

  
\_\_\_\_\_  
Trish Featherston, Accounting Manager

**Town of Prosper  
Inventory Holding Report  
12/31/13**

**ALL FUND TYPES EXCEPT EDC**

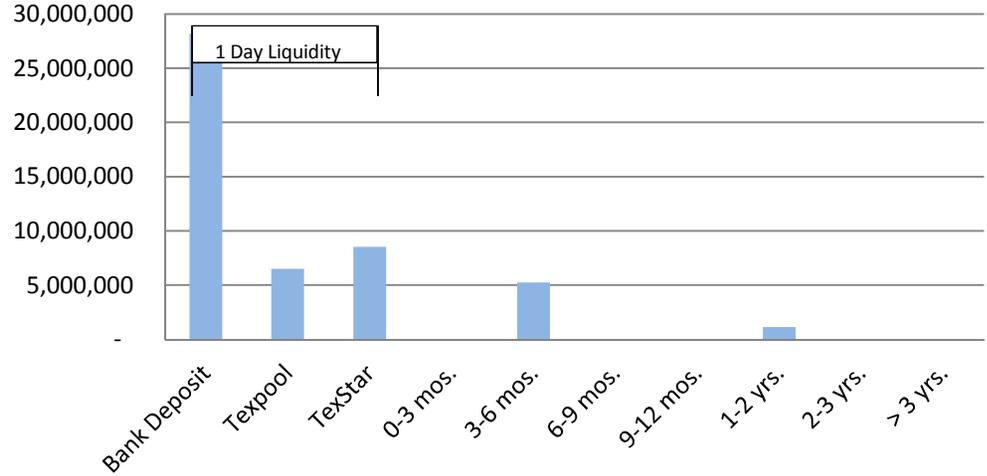
Maturity Break

Bank Deposit	28,161,507	
Subtotal - Cash	28,161,507	56.8%
TexPool	6,506,284	
TexStar	8,538,144	
Subtotal - Pools	15,044,428	30.3%
Agencies, Treasuries, Muni Bonds & CD's		
0-3 mos.	0	
3-6 mos.	5,237,214	
6-9 mos.	0	
9-12 mos.	0	
Subtotal - Other < 1 yr	5,237,214	10.6%
1-2 yrs.	1,129,123	
2-3 yrs.	0	
> 3 yrs.	0	
Subtotal - Other 1 or > 1 yr	1,129,123	2.3%
<b>Total</b>	<b>49,572,272</b>	<b>100%</b>

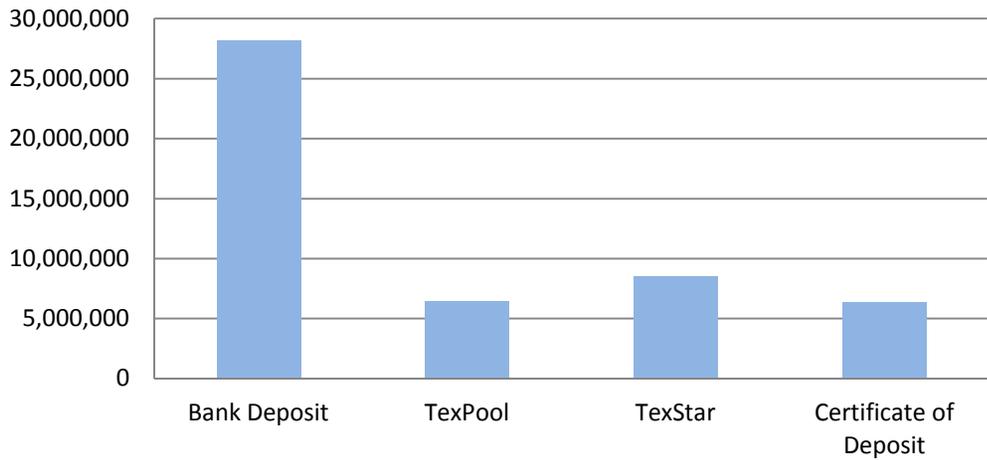
Asset Diversification

Bank Deposit	28,161,507	56.8%
TexPool	6,506,284	13.1%
TexStar	8,538,144	17.2%
Certificate of Deposit	6,366,337	12.8%
<b>Total</b>	<b>49,572,272</b>	<b>100.0%</b>

**Town of Prosper - Maturity Break**



**Town of Prosper - Security Type**



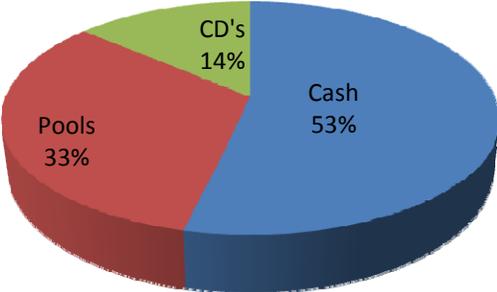
Town of Prosper  
 CURRENT INVESTMENT - TOWN PORTFOLIO  
 AS OF DECEMBER 31, 2013

ALL FUND TYPES (EXCEPT EDC) AS DEFINED IN TOWN'S INVESTMENT POLICY

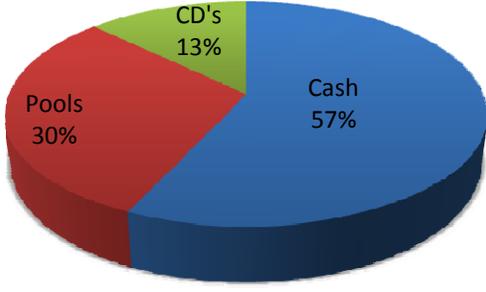
CUSIP	TYPE OF SECURITY	DISCOUNT PER \$100	PAR	DISCOUNTED	PURCHASE SETTLEMENT DATE	MATURITY DATE	TERM	DAYS HELD 12/31/13	DAYS TO MATURITY 12/31/13	RATE	% TOTAL	WEIGHTED AVG MATURITY	WEIGHTED AVG. YIELD	
Bank Deposit	Cash	100.00000%	28,161,507	28,161,507	12/31/13	01/01/14	1	0	1	0.7500%	56.81%	0.568	0.43%	
Texpool	Pool	100.00000%	6,506,284	6,506,284	12/31/13	01/01/14	1	0	1	0.0439%	13.12%	0.131	0.01%	
TexStar	Pool	100.00000%	8,538,144	8,538,144	12/31/13	01/01/14	1	0	1	0.0399%	17.22%	0.172	0.01%	
CD	CD	100.00000%	1,027,154	1,027,154	12/12/11	12/12/15	1,461	750	711	0.6500%	2.07%	14.732	0.01%	
CD	CD	100.00000%	101,969	101,969	06/10/13	06/14/15	734	204	530	0.4500%	0.21%	1.090	0.00%	
CD	CD	100.00000%	2,660,544	2,660,544	12/10/12	06/10/14	547	386	161	0.5000%	5.37%	8.641	0.03%	
CD	CD	100.00000%	2,576,670	2,576,670	06/10/13	06/10/14	365	204	161	0.4500%	5.20%	8.368	0.02%	
			<u>49,572,272</u>	<u>49,572,272</u>				3,116	1,544	1,572		<u>100.00%</u>	<u>33.7033</u>	<u>0.50%</u>

**Town of Prosper, Texas  
Quarterly Portfolio Change**

**Total Portfolio Assets as of  
9/30/2013 are \$46,092,616**



**Total Portfolio Assets as of  
12/31/2013 are \$49,572,272**

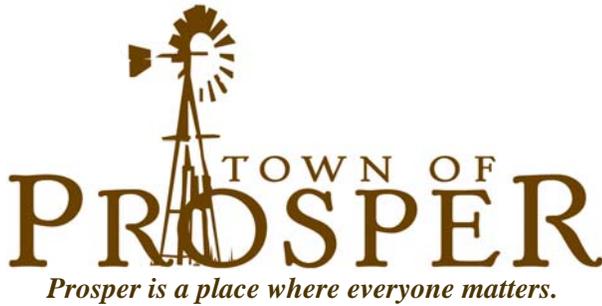


Average Portfolio Yield: 0.50%  
Average Portfolio Maturity: 33 days  
% Maturing within 3 months: 86%

Average Portfolio Yield: 0.50%  
Average Portfolio Maturity: 34 days  
% Maturing within 3 months: 87%

Town of Prosper  
**QUARTERLY POSITION CHANGE REPORT - TOWN**  
 October 1 - December 31, 2013

CUSIP	TYPE OF SECURITY	PAR	CURRENT RATE	PURCHASE		BOOK VALUE			MARKET VALUE		
				SETTLEMENT DATE	MATURITY DATE	BEGINNING 10/01/13	ENDING 12/31/13	CHANGE	BEGINNING 10/01/13	ENDING 12/31/13	CHANGE
<u>Cash Positions: Bank Cash Investments</u>											
Bank Deposit	Cash	28,161,507	Various	12/31/13	01/01/14	24,693,162	28,161,507	3,468,345	24,693,162	28,161,507	3,468,345
Subtotal Cash Positions		28,161,507				24,693,162	28,161,507	3,468,345	24,693,162	28,161,507	3,468,345
<u>Cash Positions: Pooled Investments</u>											
TexPool	Pool	6,506,284	0.044%	12/31/13	01/01/14	6,505,565	6,506,284	719	6,505,565	6,506,284	719
TexStar	Pool	8,538,144	0.040%	12/31/13	01/01/14	8,537,286	8,538,144	858	8,537,286	8,538,144	858
Subtotal Pool Investments		15,044,428				15,042,852	15,044,428	1,577	15,042,852	15,044,428	1,577
<u>Certificates of Deposit</u>											
	CD	1,027,154	0.65%	12/12/13	12/12/15	1,023,734	1,027,154	3,420	1,023,734	1,027,154	3,420
	CD	101,969	0.45%	06/14/13	06/14/15	101,854	101,969	114	101,854	101,969	114
	CD	2,660,544	0.50%	12/10/12	06/10/14	2,657,231	2,660,544	3,312	2,657,231	2,660,544	3,312
	CD	2,576,670	0.45%	06/10/13	06/10/14	2,573,783	2,576,670	2,888	2,573,783	2,576,670	2,888
Subtotal CD's		6,366,337				6,356,602	6,366,337	9,734	6,356,602	6,366,337	9,734
Grand Total		49,572,272				46,092,616	49,572,272	3,479,656	46,092,616	49,572,272	3,479,656



## POLICE

**To: Mayor and Town Council**

**From: Gary R. McHone, Assistant Chief of Police**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – February 25, 2014**

---

**Agenda Item:**

Discuss and act upon an amendment to the current Interlocal agreement between the Town of Prosper and the North Central Texas Council of Government (NCTCOG) regarding the implementation of the Smart911 system.

**Description of Agenda Item:**

The Town of Prosper and the North Central Texas Council of Governments (NCTCOG) have an interlocal agreement that has been in place regarding 911 services. The Interlocal agreement required an addendum in order to implement the Smart911 system due to access required by Smart911 that was not covered in the previous agreement. The addendum took longer than anticipated due to discussions between NCTCOG and CSEC. CSEC is the state oversight for the NCTCOG and approval was required through them to update the Interlocal agreement. The Town is implementing the Smart911 system in order to provide citizens with another way to enhance the service provided by first responders.

**Legal Obligations and Review:**

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the amended Interlocal Agreement with NCTCOG as to form and legality.

**Attached Documents:**

1. Amendment to the Interlocal Agreement

**Town Staff Recommendation:**

Staff recommends approval of the amendment to the Interlocal Agreement with the NCTCOG in order to implement the Smart911 system.

**Proposed Motion:**

I make a motion to accept the amendment to the Interlocal Agreement with NCTCOG which includes the implementation of Smart911.

DRAFT AMENDMENT  
Jan. 31, 2014

## AMENDMENT

**TO INTERLOCAL AGREEMENT BETWEEN  
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS  
AND  
THE TOWN OF PROSPER, TEXAS  
FOR E9-1-1 SERVICE AND EQUIPMENT**

This amendment (Amendment) is made as of the effective date (hereafter provided) between the North Central Texas Council of Governments (NCTCOG) and the Town of Prosper, Texas (PROSPER) and is intended to amend an interlocal agreement between the parties dated September 1, 2013 providing for enhanced 9-1-1 emergency telephone services for the residents of PROSPER.

**WHEREAS**, the parties have previously entered into an interlocal agreement dated September 1, 2013 (ILA) for the provision of E911 service and equipment; and

**WHEREAS**, PROSPER has entered into an agreement with Rave Mobile Safety (RAVE AGREEMENT) dated September 30, 2013 for various SMART911 services which will be available to the residents of PROSPER in connection with the 911 emergency telephone communication services currently provided by NCTCOG under the ILA with PROSPER; and

**WHEREAS**, Prosper has requested that NCTCOG allow PROSPER's SMART911 server to connect with NCTCOG's 911 server for the purpose of sharing certain data from emergency calls from the residents of PROSPER and both parties have agreed to allow limited data sharing in order for PROSPER's SMART911 system to operate properly within the city.

**NOW THEREFORE**, in consideration of the mutual obligations herein set forth and other good and valuable consideration, the parties agree as follows:

1. During the term of the ILA and all extensions thereto, NCTCOG will allow a serial connection from PROSPER's 9-1-1 customer premises equipment to the local 9-1-1 server maintained by NCTCOG for the limited purpose of sharing telephone numbers of callers with

## DRAFT AMENDMENT

Jan. 31, 2014

- PROSPER's SMART911 server. The only data to be shared is the telephone number of the caller in order to match it up with the SMART911 customer database.
2. PROSPER shall take such measures as are necessary to protect the confidentiality of the telephone number data shared with the PROSPER SMART911 server and strictly comply with state and federal laws as well as rules and Program Policy Statements (PPS) adopted by the Texas Commission on State Emergency Communications (CSEC) with respect to the use of the data and the unauthorized disclosure of same.
  3. PROSPER shall allow NCTCOG reasonable access upon request to all records maintained by PROSPER relating to its use of the PROSPER SMART911 server in order to assure compliance with state and federal laws and CSEC rules and PPSs as well as compliance with the ILA between the parties.
  4. PROSPER will promptly notify NCTCOG should there be any modifications to the Rave Agreement including a termination of the agreement by either party.
  5. Both parties shall have the right to terminate this amendment with or without cause upon thirty (30) days prior written notice. NCTCOG shall have the right to immediately terminate this amendment as well as all data sharing with the PROSPER SMART911 server should NCTCOG determine in its sole discretion that the operation of the PROSPER SMART911 server by PROSPER violates state or federal laws or CSEC rules and PPSs.
  6. Except as otherwise modified herein, the terms and conditions of the ILA between the parties shall remain enforceable in accordance with their terms. In the event any term of this Amendment is deemed in conflict with a provision in the RAVE AGREEMENT, as determined by either PROSPER or NCTCOG, PROSPER will amend the RAVE AGREEMENT to eliminate the conflict.

This Amendment is binding on, and to the benefit of, the parties herein named and their successors in interest. The Effective Date of this Amendment shall be the date of the last signature shown below.

DRAFT AMENDMENT

Jan. 31, 2014

TOWN OF PROSPER, TEXAS

NORTH CENTRAL TEXAS  
COUNCIL OF GOVERNMENTS

\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Mike Eastland, Executive Director

Date \_\_\_\_\_

Date \_\_\_\_\_



## POLICE

**To:** Mayor and Town Council  
**From:** Gary R. McHone, Assistant Chief of Police  
**Through:** Harlan Jefferson, Town Manager  
**Re:** Town Council Meeting – February 25, 2014

---

**Agenda Item:**

Consider and act upon receiving the 2013 Racial Profiling Report as required by state law.

**Description of Agenda Item:**

The Racial Profiling Report is being presented to the Town Council before March 1, 2014. This is in accordance with the Texas Code of Criminal Procedure 2.131 - 2.138 and the report formatting was outlined by the Texas Commission on Law Enforcement (TCOLE). Each traffic stop that resulted in a citation or arrest was to be counted. Since the Prosper Police Department does use Mobile Vehicle Recorders, the information presented is denoted as Tier I Data.

**Attached Documents:**

1. 2013 Racial Profiling Report

**Town Staff Recommendation:**

Staff recommends review of the document and acceptance as required by law.

**Proposed Motion:**

I make a motion to accept and receive the 2013 Racial Profiling Report.

**2013 Partial Exemption Racial Profiling Reporting  
Town of Prosper Police Department  
(Tier 1)**

TCOLE Recommended Form

**Number of motor vehicle stops:**

1. 1418 – citation only
2. 14 – Arrest only
3. 13 – both citation and arrest
  
4. 1445 – Total

**Race or Ethnicity:**

5. 111 African
6. 11 Asian
7. 1080 Caucasian
8. 233 Hispanic
9. 10 Middle Eastern
10. 0 Native American
  
11. 1445 – Total

**Race or Ethnicity known prior to stop?**

12. 4 – Yes
13. 1441 – No
14. 1445 – Total

**Search conducted?**

15. 22 – Yes
16. 1423 – No
17. 1445 – Total

**Was search consented?**

18. 12 – Yes
19. 10 – No
20. 22 – Total (must equal #15)

In years past, comparison with the census data has been utilized; however, the growth of our jurisdiction has been so great that the census data is insufficient for comparison at this point. In previous reports, the number of all stops, inclusive of warnings, was used. With the new reporting mandates, only the number of traffic stops that resulted in either a citation or arrest is counted. Race is not a precursor for a traffic stop as denoted in the data set listed in #5 through #10. Race was not known prior to the traffic stop in a vast majority of the stops as noted in #12 and #13. This report will also be filed with TCOLE as mandated by law.



## POLICE

**To: Mayor and Town Council**

**From: Gary R. McHone, Assistant Chief of Police**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – February 25, 2014**

---

**Agenda Item:**

Discuss and act upon continuing the Juvenile Curfew Ordinance for juveniles under the age of 17 years.

**Description of Agenda Item:**

This item was discussed at the February 22, 2011, meeting and by law; the Ordinance must be revisited and passed every three years.

The Town had passed an Ordinance establishing a curfew several years ago and the Ordinance must be revisited every three years or it will be automatically nullified. The last time this Ordinance was passed, the times were adjusted to meet the needs of the community by allowing less restrictive times that juveniles are allowed to be out. Based on municipal court records, the Police Department has issued 22 citations for violations of this Ordinance since February 2011 and also it has been used on numerous occasions to educate juveniles and their parents. This Ordinance is a good tool that has been used to make contact with juveniles who are found out late at night.

**Legal Obligations and Review:**

Terrence Welch of Brown & Hofmeister, L.L.P., prepared the attached Ordinance.

**Attached Documents:**

1. Juvenile Curfew Ordinance

**Town Staff Recommendation:**

Staff recommends continuing this Ordinance as it will continue to provide the police with a tool to utilize in instances where juveniles are out after the curfew hours.

**Proposed Motion:**

I make a motion to continue the Juvenile Curfew Ordinance for juveniles under the age of 17 years.

## TOWN OF PROSPER, TEXAS

## ORDINANCE NO. 14-\_\_

**AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, ADOPTING AND IMPLEMENTING A JUVENILE CURFEW; PROVIDING FOR DEFINITIONS, OFFENSES, DEFENSES TO PROSECUTION, ENFORCEMENT, SEVERABILITY AND SAVINGS/REPEALING CLAUSES, AND PENALTIES; PROVIDING AN EFFECTIVE DATE AND TERMINATION PROVISION; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

**WHEREAS**, the Town Council of the Town of Prosper, Texas ("Town Council"), has investigated and determined that there has been an increase in juvenile violence and crime by persons under the age of seventeen in the Town of Prosper, Texas ("Prosper"); and

**WHEREAS**, the Town Council has further investigated and determined that passage of this Ordinance will promote the general welfare and protect the general public through the reduction of juvenile crime and violence within Prosper; and

**WHEREAS**, the Town Council has further investigated and determined that persons under the age of seventeen are particularly susceptible by their lack of maturity and experience to participate in unlawful activities and to be victims of older perpetrators of crime; and

**WHEREAS**, the Town Council, on behalf of Prosper and its citizens, has an obligation to provide for the protection of minors from each other and from other persons; for the enforcement of parental control over and responsibility for children; for the protection of the general public; and for the reduction of incidence of juvenile criminal activities; and

**WHEREAS**, the Town Council has further investigated and determined that its goals in enacting this ordinance include, but are not limited to, the following: (1) reduce the number of juvenile crime victims; (2) reduce injury accidents involving juveniles; (3) allow for reduced time for officers related to juvenile crime activities and accidents; (4) provide a tool for dealing with gang activity; (5) reduce juvenile peer pressure to stay out late; and (6) assist parents in the control of their children; and

**WHEREAS**, the Town Council has further investigated and determined that it is in the best interests of Prosper and its citizens to establish a curfew for those under the age of seventeen years, as set forth below, which will promote public health, safety and general welfare; help attain the foregoing objectives; and diminish the undesirable impact of such conduct on the citizens of Prosper; and

**WHEREAS**, the Town's previous juvenile curfew ordinance, codified in Article 8.04, "Curfew for Minors," of Chapter 8, "Offenses and Nuisances," of the Code of Ordinances of the Town of Prosper, Texas, has expired by its terms and as a consequence, this Ordinance is adopted due to such prior ordinance's expiration by law.

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

## **SECTION 1**

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

## **SECTION 2**

From and after the effective date of this Ordinance, Chapter 8, "Offenses and Nuisances," of the Code of Ordinances of the Town of Prosper, Texas, is amended by adding a new Article 8.04, "Curfew for Minors," to read as follows:

### **"Sec. 8.04.001        Definitions**

For purposes of this article, the following terms shall apply:

Curfew hours mean 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday until 6:00 a.m. of the following day; and 1:01 a.m. until 6:00 a.m. on any Saturday or Sunday.

Emergency means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term shall include but not be limited to fire, natural disaster, and an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.

Establishment means any privately-owned place of business operated for a profit to which the public is invited, including, but not limited to, any place of amusement or entertainment.

Guardian means any person to whom custody of a juvenile has been given by a court.

Juvenile means any person less than seventeen years of age.

Operator means any individual, firm, association, partnership, or corporation operating, managing, or conducting an establishment. The term includes the members or partners of any association or partnership and the officers of the corporation.

Parent means a person who is the natural or adoptive parent of a person, to include a court appointed guardian or other person eighteen years or older, authorized by the parent, by a court order, or by the court, or by the court appointed guardian to have the care and custody of a person.

Public place means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, sidewalks, parks and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.

Remain means to linger, stay, walk, run, stand, drive or ride; or fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.

Town means the Town of Prosper, Texas.

**Sec. 8.04.002            Offenses**

(a)     A juvenile commits an offense if the juvenile remains in any public place or on the premises of an establishment within the town during curfew hours.

(b)     A parent or guardian of a juvenile commits an offense if such person knowingly permits, or by insufficient control allows, the juvenile to purposefully remain, walk, run, stand, drive, or ride about in or upon any public place or on the premises of any establishment within the town during curfew hours.

(c)     The owner, operator, or any employee of an establishment within the town commits an offense if such person knowingly allows a juvenile to remain upon the premises of the establishment during curfew hours.

**Sec. 8.04.003            Defenses to prosecution**

(a)     It is a defense to prosecution under section 8.04.002(a) that the juvenile was:

- (1)     Accompanied by the juvenile's parent or guardian;
- (2)     On an errand at the direction of the juvenile's parent or guardian, without any detour or stop;
- (3)     In a motor vehicle involved in interstate travel;
- (4)     Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
- (5)     Involved in an emergency;
- (6)     On the sidewalk abutting the juvenile's residence or abutting the residence of a next-door neighbor if the neighbor did not complain to the police department about the juvenile's presence;
- (7)     Attending an official school, religious, or other recreational activity supervised by adults and sponsored by the town; a civic organization, or another similar entity that takes responsibility for the juvenile, or going to or returning home from, without detour or stop, an official school, religious, or other recreational activity supervised by adults and sponsored by the town, a civic organization, or another similar entity that takes responsibility for the juvenile;
- (8)     Exercising First Amendment rights protected by the United States Constitution; or
- (9)     Married or had been married or had disabilities of minority removed in accordance with V.C.T.A., Family Code chapter 31, as amended.

(b)     It is a defense to prosecution under section 8.04.002(c) that the owner, operator, or employee of an establishment promptly notified the police department that a juvenile was present on the premises of the establishment during curfew hours and refused to leave.

**Sec. 8.04.004 Enforcement**

Before taking any enforcement action under this article, a police officer shall ask the apparent offender's age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this article unless the officer reasonably believes that an offense has occurred and that based on any response and other circumstances, no defense in section 8.04.003 is present.

**Sec. 8.04.005 Penalties**

(a) A person who violates a provision of this article is guilty of a separate offense for each day or part of a day during which the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine not to exceed five hundred dollars (\$500.00).

(b) When required by V.T.C.A., Family Code section 51.08, as amended, the municipal court shall waive original jurisdiction over a juvenile who violates section 8.04.002(a) of this article and shall refer the juvenile to juvenile court."

**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 Council 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; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 5**

Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of Five Hundred Dollars (\$500.00), and each and every day such violation shall continue shall constitute a separate offense.

**SECTION 6**

This Ordinance shall become effective from and after its passage and publication and will expire three years from its effective date, unless sooner terminated or extended by ordinance.

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 25TH DAY OF FEBRUARY, 2014.**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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



## PLANNING

**To:** Mayor and Town Council  
**From:** Chris Copple, AICP, Director of Development Services  
**Through:** Harlan Jefferson, Town Manager  
**Re:** Town Council Meeting – February 25, 2014

---

**Agenda Item:**

Consider and act upon an Ordinance rezoning 6.5± acres, located on the west side of Custer Road, 500± feet north of Prosper Trail, from Agricultural (A) to Planned Development-Office (PD-O). (Z13-0009).

**Description of Agenda Item:**

On February 11, 2014, the Town Council approved zoning case Z13-0009, by a vote of 6-1. Town staff has prepared an ordinance rezoning the property.

**Legal Obligations and Review:**

Zoning Ordinance 05-20 requires that the Town Council hold a public hearing before approving a zoning request and adopting an ordinance rezoning property. A public hearing has been held and the Town Council approved the zoning case. The attached ordinance is a standard format that was previously approved by the Town Attorney, Terrence Welch.

**Attached Documents:**

1. Ordinance

**Town Staff Recommendation:**

Town staff recommends the Town Council adopt an ordinance rezoning 6.5± acres, located on the west side of Custer Road, 500± feet north of Prosper Trail, from Agricultural (A) to Planned Development-Office (PD-O).

**Proposed Motion:**

I move to adopt an ordinance rezoning 6.5± acres, located on the west side of Custer Road, 500± feet north of Prosper Trail, from Agricultural (A) to Planned Development-Office (PD-O).

## TOWN OF PROSPER, TEXAS

## ORDINANCE NO. 14-\_\_

**AN ORDINANCE AMENDING PROSPER'S ZONING ORDINANCE NO. 05-20; REZONING A TRACT OF LAND CONSISTING OF 6.48 ACRES, MORE OR LESS, SITUATED IN THE GEORGE HORN SURVEY, ABSTRACT NO. 412, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS, HERETOFORE ZONED AGRICULTURAL (A) IS HEREBY AMENDED AND PLACED IN THE ZONING CLASSIFICATION OF PLANNED DEVELOPMENT-OFFICE (PD-O); DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

**WHEREAS**, the Town Council of the Town of Prosper, Texas (the "Town Council") has investigated and determined that Zoning Ordinance No. 05-20 should be amended; and

**WHEREAS**, the Town of Prosper, Texas ("Prosper") has received a request from James M. Zoller and Gail Lebovic ("Applicant") to rezone 6.48 acres of land, more or less, situated in the George Horn Survey, Abstract No. 412, in the Town of Prosper, Collin County, Texas; and

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

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

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

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

### **SECTION 1**

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

### **SECTION 2**

Amendments to Zoning Ordinance No. 05-20. Zoning Ordinance No. 05-20 is amended as follows: The zoning designation of the property containing 6.48 acres of land, more or less, situated in the George Horn Survey, Abstract No. 412, in the Town of Prosper, Collin County, Texas, (the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto is hereby rezoned as Planned Development-Office (PD-O). The Property as a whole and for this zoning classification is more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, and uses for the Property in this Planned Development District shall conform to, and comply with 1) the statement of intent and purpose, attached hereto as Exhibit “B”; 2) the planned development standards, attached hereto as Exhibit “C”; 3) the concept plan, attached hereto as Exhibit “D”; 4) and the development schedule, attached hereto as Exhibit “E”, which are incorporated herein for all purposes as if set forth verbatim. Except as amended by this Ordinance, the development of the Property within this Planned Development District must comply with the requirements of all ordinances, rules, and regulations of Prosper, as they currently exist or may be amended.

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

- a. Two (2) copies shall be filed with the Town Secretary and retained as original records and shall not be changed in any matter.
- b. One (1) copy shall be filed with the Building Official and shall be maintained up-to-date by posting thereon all changes and subsequent amendments for observation, issuing building permits, certificates of compliance and occupancy and enforcing the zoning ordinance. Reproduction for information purposes may from time-to-time be made of the official zoning district map.

Written notice of any amendment to this District shall be sent to all owners of properties within the District as well as all properties within two hundred feet (200') of the District to be amended.

### **SECTION 3**

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

### **SECTION 4**

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

### **SECTION 5**

Penalty. Any person, firm, corporation or business entity violating this Ordinance or any provision of Prosper’s Zoning Ordinance No. 05-20, or as amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Two Thousand Dollars (\$2,000.00). Each continuing day’s violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Prosper from filing suit to enjoin the violation. Prosper retains all legal rights and remedies available to it pursuant to local, state and federal law.

**SECTION 6**

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

**SECTION 7**

Savings/Repealing Clause. Prosper's Zoning Ordinance No. 05-20 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the appeal prevent a prosecution from being commenced for any violation if occurring prior to the repealing of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 8**

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

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 25<sup>TH</sup> DAY OF FEBRUARY, 2014.**

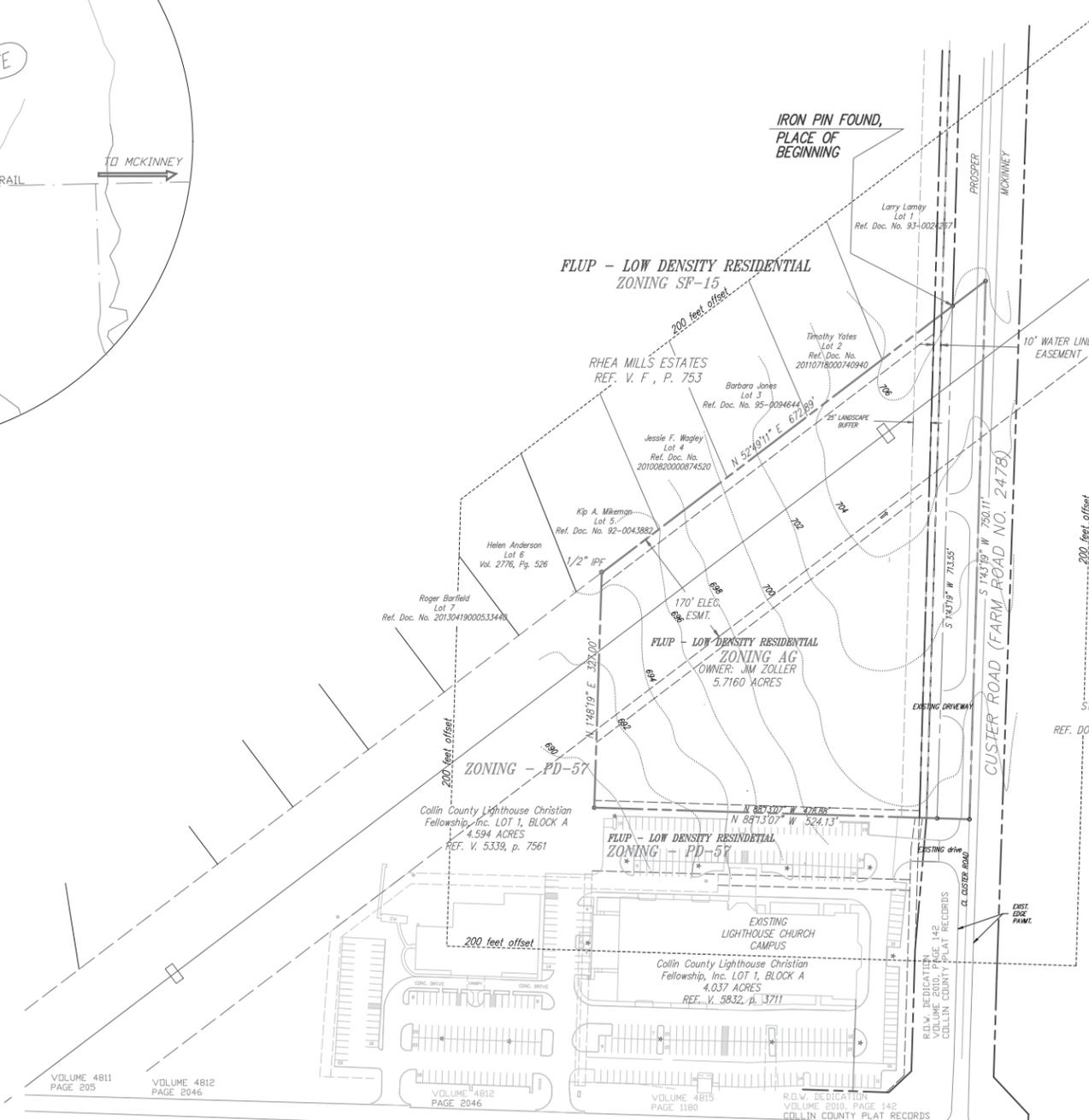
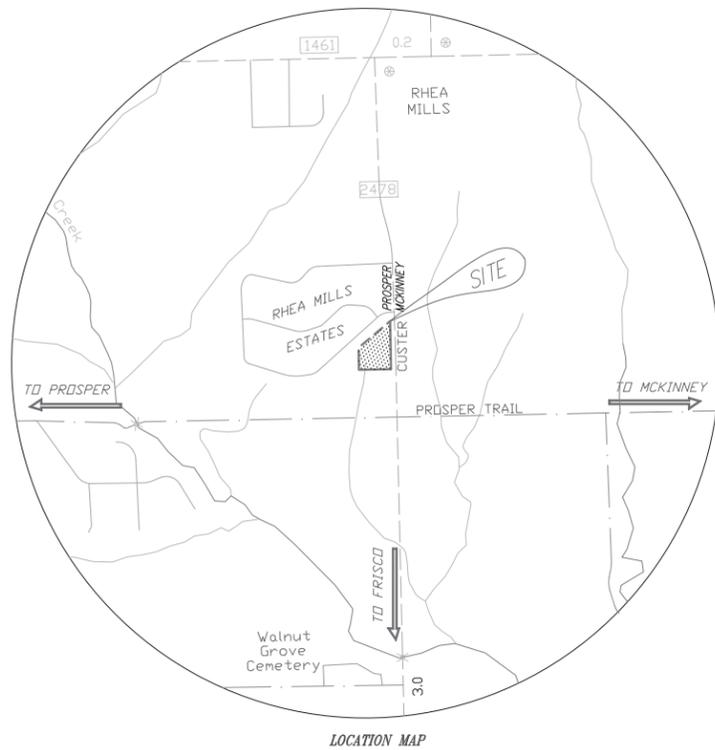
\_\_\_\_\_  
**Ray Smith, Mayor**

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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



ZONING TRACT  
EXHIBIT A  
DESCRIPTION 6.476 ACRES

Situated in the George Horn Survey, Abstract No. 412 in Collin County, Texas and being part of a 10.463 Acre tract of land that was conveyed to Alex M. Orr Jr. et ux in Deed recorded in Volume 1918, Page 319 of the Land Records of Collin County, Texas, being more particularly described by metes and bounds to-wit.

BEGINNING at an Iron Pin being the Southeast corner of the Rhea Mills Estates same being in the West right of way line of FM Hwy. No. 2478;  
THENCE North 52 deg. 49 min. 11 sec. East, 58.15 feet to a point in the center of said FM Hwy. No. 2478 for a corner;  
THENCE South 1 deg. 43 min. 19 sec. West with the center of said farm road 750.11 feet to a point in the center of said farm road for a corner;  
THENCE South 88 deg. 13 min. 07 sec. West, 524.13 feet to an Iron Pin Found.  
THENCE North 1 deg. 48 min. 19 sec. East with the West line of said tract 327 feet to an Iron Pin Found in the south line of said Rhea Mills Estates;  
THENCE North 52 deg. 49 min. 11 sec. East with the South line of the Rhea Mills Estates, 614.3 feet to the place of beginning, containing 6.476 Acres of Land.

I, Billy M. Lair, Registered Public Surveyor, do hereby certify that the plat shown herein accurately represents the property as determined by on the ground survey made under my direction and supervision and that all corners are as shown.  
November 17, 1987  
Billy M. Lair R.P.S. No. 1685

NOTE: DESCRIPTION OF 5.716 ACRES ON 11-17-1987 BY BILLY M. LAIR, RPLS 1685-UPDATED TO REFLECT INCLUSION TO CENTER OF N. CUSTER ROAD FOR ZONING PURPOSES

FLUP - McKinney - office use  
ZONING - PD 06-06-073  
PLANNED CENTER - MCKINNEY, TX.

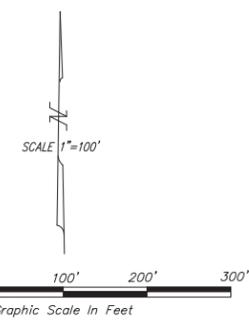
4855 N. CUSTER, MCKINNEY, TEXAS 75071
CURRENT ZONING: AGRICULTURAL
REQUESTED ZONING: PD - OFFICE
CURRENT LAND USE: Landscaping Business
FLUP: Low Density Residential

THOROUGHFARE PLAN SHOWS CUSTER TO BE SIX LANE DIVIDED.

GROSS 6.4760 ACRES  
NET 5.7160 ACRES  
ONE TRACT  
4855 N. CUSTER ROAD, MCKINNEY, TEXAS 75071

The thoroughfare alignment shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of final plat.

- LEGEND**
- IPS 1/2" IRON PIN SET
  - IPF IRON PIN FOUND
  - FLUP - LOW DENSITY RESIDENTIAL ZONING SF-15 Future Land Use Plan
  - Existing Zoning
  - EASEMENT
  - 200 feet offset line
  - BOUNDARY LINE
  - RIGHT OF WAY LINE
  - FIRE LANE EASEMENT
  - CANOPY TREE
  - EXISTING CONTOURS
  - CANOPY TREE RESIDENTIAL SCREENING
  - ELEC. PWR. LINE TWR.



**Case # Z13-0009 ZONING EXHIBIT A**  
**4855 N. CUSTER ROAD,**  
**MCKINNEY, TEXAS 75071**  
6.4760 (5.7160) Acres in the George Horn Survey, Abstract No. 412, City of McKinney, Collin County, Texas

**SURVEYOR**  
G. M. GEEP

**OWNER**  
JAMES ZOLLER AND GAIL LEBOVIC  
4855 N. Custer Road  
McKinney, Texas 75071  
Phone: 214-544-8801

1514 North McDonald Street  
MCKINNEY, TEXAS 75071  
872-562-3958  
www.geep.surveyingandengineering.com

**DATE: JULY 10, 2013**

**EXHIBIT "B"**  
**Statement of Intent & Purpose**

**4855 North Custer Road**  
**James Zoller and Gail Lebovic**  
**4-8-2013**  
**Prosper, Texas**

The tract shall develop and operate under the regulations of the Office (O) District as outlined in the Town's Zoning Ordinance No. 05-20, as it exists or may be amended, with the following conditions listed in Exhibit "C".

We propose to change the Zoning from Agriculture to PD – O to make our property more useable and sellable.

Sincerely,

James Zoller and Gail Lebovic

**EXHIBIT “C”  
PLANNED DEVELOPMENT STANDARD**

**4855 North Custer Road  
James Zoller and Gail Lebovic  
4-8-2013  
Prosper, Texas**

The tract shall develop and operate under the regulations of the Office (O) District as outlined in the Town’s Zoning Ordinance No. 05-20, as it exists or may amended, with the following conditions:

**1.0 Permitted Uses**

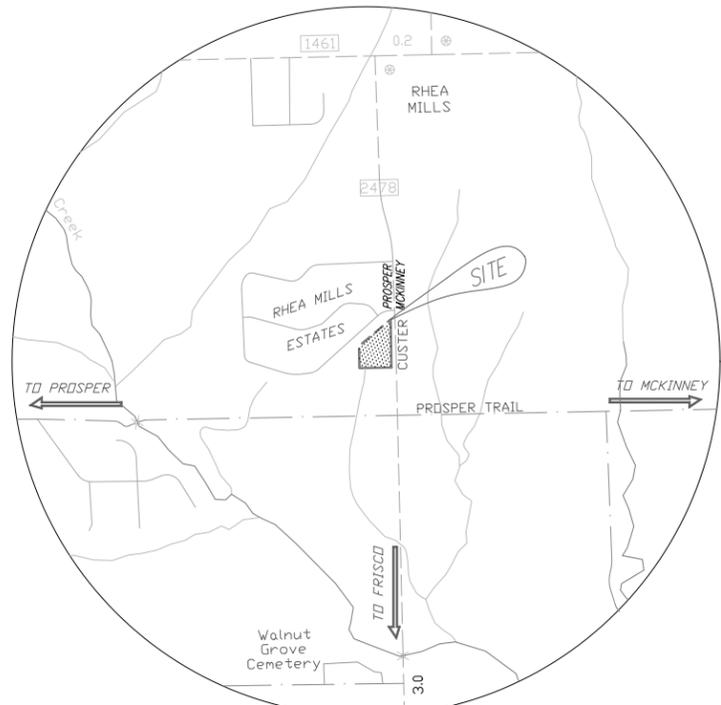
The land uses following with an “**S**” are only permitted with a Specific Use Permit and uses followed by a “**C**” are only permitted subject to the conditional development standards set forth in the Town’s Zoning Ordinance. The permitted land uses within this Planned Development-Office District are:

- Accessory Building
- Administrative, Medical, or Professional Office
- Assisted care or Living Facility **S**
- Bank, Savings and Loan, or Credit Union
- Bed and Breakfast Inn **S**
- Business Service
- Caretaker’s/Guard’s Residence
- Civic/Convention Center
- College, University, trade, or Private Boarding School **S**
- Community Center
- Day Care Center, Adult **S**
- Day Care Center, Child **C**
- Day Care Center, Incidental **S**
- Dry Cleaning, Minor
- Farm, Ranch, Stable, Garden, or Orchard
- Fraternal Organization, Lodge, Civic Club. Fraternity, or Sorority
- Governmental Office
- Health/Fitness Center
- Homebuilder Marketing Center
- House of Worship
- Insurance Office
- Municipal Uses Operated by the Town of Prosper
- Museum/Art Gallery
- Park or Playground
- Print Shop, Minor
- Private Recreation Center
- Private Utility, Other Than Listed
- Rehabilitation Center Institution **S**
- Restaurant or Cafeteria **C**

- Retail/Service Incidental Use
- School, Private or Parochial
- School, Public
- Stealth Antenna, Commercial **C**
- Telephone Exchange

## **2.0 Perimeter Landscaping**

**2.01** Due to the 170' wide overhead electric transmission line easement, the required perimeter plantings shall be permitted to be located interior to the property, generally located between Rhea Mills Estates and any new development.

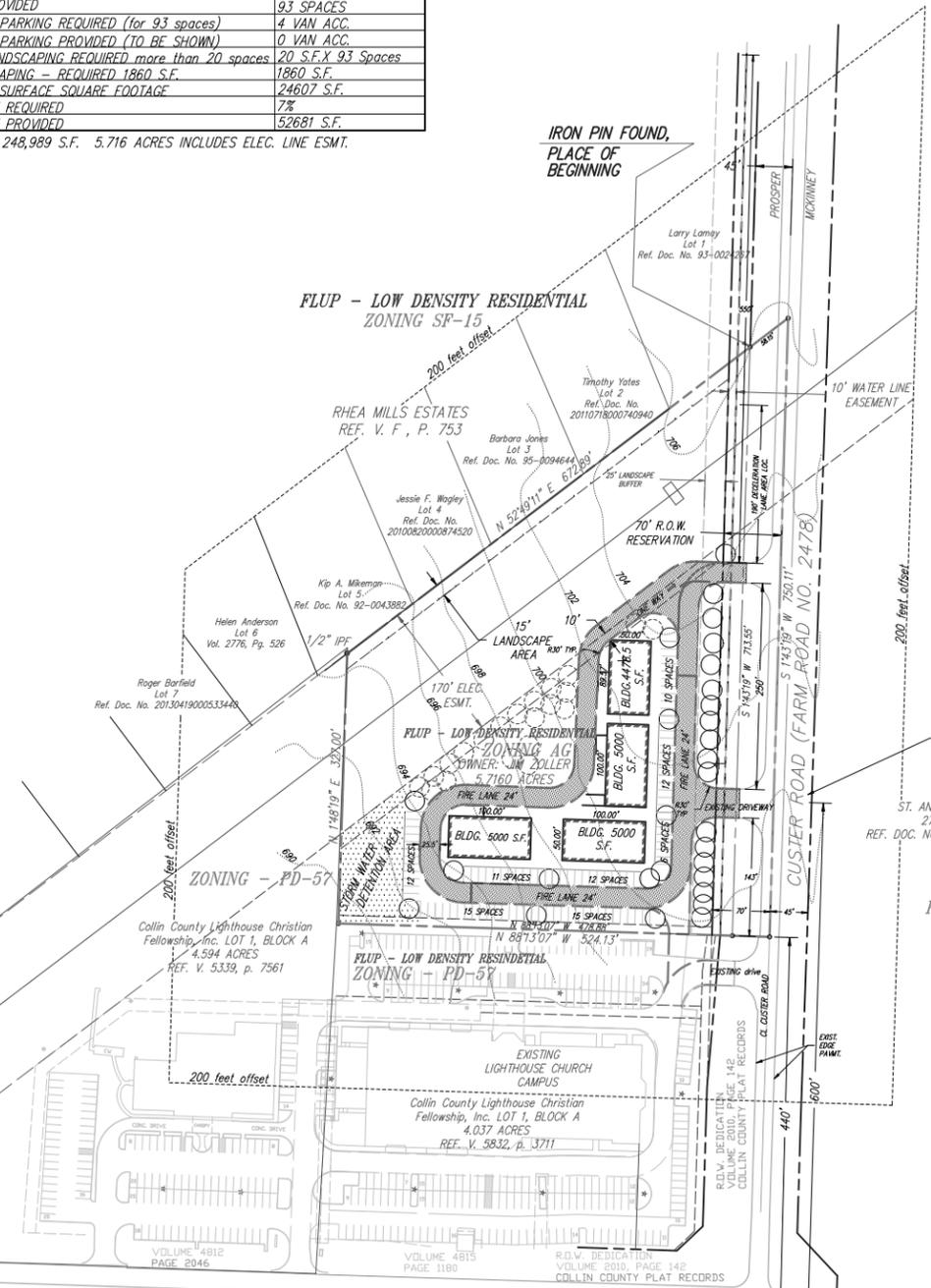


LOCATION MAP

SITE DATA SUMMARY TABLE	
ZONING	PD-OFFICE (PD-0)
PROPOSED USE	ALLOWED PER PD
LOT AREA GROSS	5.71601 ACRES
LOT AREA NET OF ELEC. ESMT.	3.8533 ACRES
ZONING AREA GROSS	6.7160 ACRES
INTERIOR BUILDING AREA (4 BLDG.'S)	19,478 S.F. TOTAL
BUILDING HEIGHT	19' ONE STORY
LOT COVERAGE	0.0782
FLOOR AREA RATIO	0.0206
PARKING REQUIRED 1-250 HEALTH	78 SPACES
PARKING REQUIRED 1-350 OFFICE	56 SPACES
PARKING PROVIDED	93 SPACES
ACCESSIBLE PARKING REQUIRED (for 93 spaces)	4 VAN ACC.
ACCESSIBLE PARKING PROVIDED (TO BE SHOWN)	0 VAN ACC.
INTERIOR LANDSCAPING REQUIRED more than 20 spaces	20 S.F.X 93 Spaces
INT. LANDSCAPING - REQUIRED 1860 S.F.	1860 S.F.
IMPERVIOUS SURFACE SQUARE FOOTAGE	24607 S.F.
OPEN SPACE REQUIRED	7%
OPEN SPACE PROVIDED	52681 S.F.

SITE AREA: 248,989 S.F. 5.716 ACRES INCLUDES ELEC. LINE ESMT.

\*PARKING SPACES MEDICAL OFFICE 1/250 S.F.=78 SPACES, OFFICE 1/350 S.F. TOTAL S.F. 19,479 FOR FOUR BUILDINGS = 56 SPACES REQ'D.  
 \*FIRE LANE EASEMENT 24' WITH 30' TURNING RADII.  
 \*8' BOARD ON BOARD FENCING ALONG RESIDENTIAL PROPERTY LINE AS APPROVED BY RESIDENTS OR 6' HIGH MASONRY WALL.  
 \*NOT TO BE USED FOR CONSTRUCTION-NOT APPROVED FOR CONSTRUCTION.  
 \*NOTES:  
 1. PARKING SPACES (93-9x20') ARE TO SHOW THAT THERE IS ENOUGH PARKING FOR THE BUILDINGS SHOWN.  
 2. NO ACCESSIBLE SPACES ARE SHOWN BUT WILL BE PROVIDED AS REQUIRED.  
 3. DETENTION POND NOT CALCULATED BUT WILL BE REQUIRED.  
 4. CROSS ACCESS TO SOUTH PROPERTY NOT APPROVED BY THE LIGHTHOUSE ENTITY YET.  
 5. RESIDENTIAL SCREENING TREES ARE TO BE LOCATED ON THE SOUTH SIDE OF THE ELECTRICAL LINE EASEMENT.  
 6. TxDOT DRIVEWAY RESEARCH: AFTER MEETING WITH TxDOT IN THE MCKINNEY OFFICE, AND RESEARCHING THE UNFUNDED, PRELIMINARY PLANS FOR CUSTER ROAD FOR AT LEAST 10 OR MORE YEARS IN THE FUTURE AT THIS LOCATION, THE EXISTING DRIVE IS THE ONLY ONE THAT IS ALLOWED TO HAVE A MEDIAN OPENING. THE NORTH DRIVE MAY HAVE TO MOVE NORTH SOME. THE DECEL LANE WILL BE WITHIN THE RIGHT-OF-WAY ON BOTH DRIVES.



ZONING TRACT  
 EXHIBIT A  
 DESCRIPTION 6.476 ACRES

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NOTE: DESCRIPTION OF 5.716 ACRES ON 11-17-1987 BY BILLY M. LAIR, RPLS 1685-UPDATED TO REFLECT INCLUSION TO CENTER OF N. CUSTER ROAD FOR ZONING PURPOSES

ST. ANDREWS INTEREST  
 27.752 ACRES  
 REF. DOC. NO. 20070907001252710

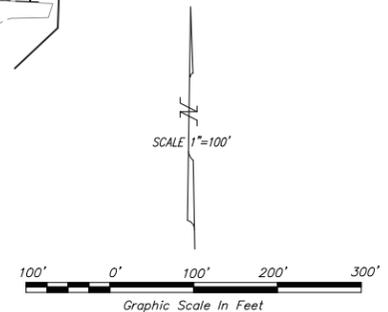
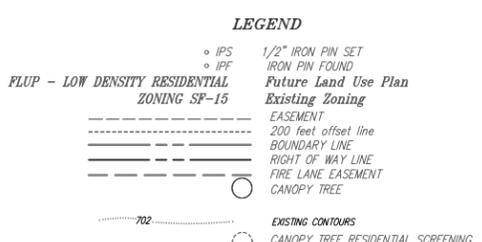
FLUP - McKinney - office use  
 ZONING - PD 06-06-073  
 PLANNED CENTER - MCKINNEY, TX.

4855 N. CUSTER, MCKINNEY, TEXAS 75071	
CURRENT ZONING:	AGRICULTURAL
REQUESTED ZONING:	PD - OFFICE
CURRENT LAND USE:	Landscaping Business
FLUP:	Low Density Residential

THOROUGHFARE PLAN SHOWS CUSTER TO BE SIX LANE DIVIDED.

GROSS 6.4760 ACRES  
 NET 5.7160 ACRES  
 ONE TRACT  
 4855 N. CUSTER ROAD, MCKINNEY, TEXAS 75071

The thoroughfare alignment shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of final plat.



**Case # Z13-0009 ZONING EXHIBIT D**  
**4855 N. CUSTER ROAD, MCKINNEY, TEXAS 75071**  
 6.4760 (5.7160) Acres in the George Horn Survey, Abstract No. 412, City of McKinney, Collin County, Texas

OWNER:  
 JAMES ZOLLER AND DAIL LEBOWIC  
 4855 N. Custer Road  
 McKinney, Texas 75071  
 Phone: 214-548-8801

SURVEYOR:  
 G. M. GEEB  
 1101 West University Drive  
 MCKINNEY, TEXAS 75069  
 972-562-3959  
 www.geeb-surveyingandengineering.com

DATE: DECEMBER 26, 2013

**EXHIBIT E**

There is no construction schedule at this time for this proposed Concept Plan. No construction is planned or may ever be planned.

Jim Zoller



## PLANNING

**To:** Mayor and Town Council  
**From:** Chris Copple, AICP, Director of Development Services  
**Through:** Harlan Jefferson, Town Manager  
**Re:** Town Council Meeting – February 25, 2014

---

**Agenda Item:**

Consider and act upon an Ordinance amending 6.6± acres of Planned Development-57-Office (PD-57-O), located on the north side of Prosper Trail, 500± feet west of Custer Road. (Z13-0019).

**Description of Agenda Item:**

On February 11, 2014, the Town Council approved zoning case Z13-0019, by a vote of 6-1. Town staff has prepared an ordinance rezoning the property.

**Legal Obligations and Review:**

Zoning Ordinance 05-20 requires that the Town Council hold a public hearing before approving a zoning request and adopting an ordinance rezoning property. A public hearing has been held and the Town Council approved the zoning case. The attached ordinance is a standard format that was previously approved by the Town Attorney, Terrence Welch.

**Attached Documents:**

1. Ordinance

**Town Staff Recommendation:**

Town staff recommends the Town Council adopt an ordinance amending 6.6± acres of Planned Development-57-Office (PD-57-O), located on the north side of Prosper Trail, 500± feet west of Custer Road.

**Proposed Motion:**

I move to adopt an ordinance amending 6.6± acres of Planned Development-57-Office (PD-57-O), located on the north side of Prosper Trail, 500± feet west of Custer Road.

## TOWN OF PROSPER, TEXAS

## ORDINANCE NO. 14-\_\_

**AN ORDINANCE AMENDING PROSPER'S ZONING ORDINANCE NO. 05-20 AND ORDINANCE NO. 12-24; REZONING A TRACT OF LAND CONSISTING OF 6.60 ACRES, MORE OR LESS, SITUATED IN THE GEORGE HORN SURVEY, ABSTRACT NO. 412, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS, HERETOFORE ZONED PLANNED DEVELOPMENT-57-OFFICE (PD-57-O) IS HEREBY AMENDED; DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

**WHEREAS**, the Town Council of the Town of Prosper, Texas (the "Town Council") has investigated and determined that Zoning Ordinance No. 05-20 should be amended; and

**WHEREAS**, the Town of Prosper, Texas ("Prosper") has received a request from Grace Academy of North Texas ("Applicant") to rezone 6.60 acres of land, more or less, situated in the George Horn Survey, Abstract No. 412, in the Town of Prosper, Collin County, Texas; and

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

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

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

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

### **SECTION 1**

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

### **SECTION 2**

Amendments to Zoning Ordinance Nos. 05-20 and 12-24. Zoning Ordinance No. 05-20 and No. 12-24 is amended as follows: The zoning designation of the property containing 6.60 acres of land, more or less, situated in the George Horn Survey, Abstract No. 412, in the Town of Prosper, Collin County, Texas, (the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto is hereby amended as Planned Development-57-Office (PD-57-O). The Property as a whole and for this zoning classification is more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, and uses for the Property in this Planned Development District shall conform to, and comply with 1) the statement of intent and purpose,

attached hereto as Exhibit “B”; 2) the planned development standards, attached hereto as Exhibit “C”; 3) and the concept plan, attached hereto as Exhibit “D”, which are incorporated herein for all purposes as if set forth verbatim. Except as amended by this Ordinance, the development of the Property within this Planned Development District must comply with the requirements of all ordinances, rules, and regulations of Prosper, as they currently exist or may be amended.

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

- a. Two (2) copies shall be filed with the Town Secretary and retained as original records and shall not be changed in any matter.
- b. One (1) copy shall be filed with the Building Official and shall be maintained up-to-date by posting thereon all changes and subsequent amendments for observation, issuing building permits, certificates of compliance and occupancy and enforcing the zoning ordinance. Reproduction for information purposes may from time-to-time be made of the official zoning district map.

Written notice of any amendment to this District shall be sent to all owners of properties within the District as well as all properties within two hundred feet (200') of the District to be amended.

### **SECTION 3**

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

### **SECTION 4**

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

### **SECTION 5**

Penalty. Any person, firm, corporation or business entity violating this Ordinance or any provision of Prosper’s Zoning Ordinance No. 05-20, or as amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Two Thousand Dollars (\$2,000.00). Each continuing day’s violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Prosper from filing suit to enjoin the violation. Prosper retains all legal rights and remedies available to it pursuant to local, state and federal law.

### **SECTION 6**

Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force

and effect. Prosper hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

**SECTION 7**

Savings/Repealing Clause. Prosper's Zoning Ordinance No. 05-20 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the appeal prevent a prosecution from being commenced for any violation if occurring prior to the repealing of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 8**

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

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 25<sup>TH</sup> DAY OF FEBRUARY, 2014.**

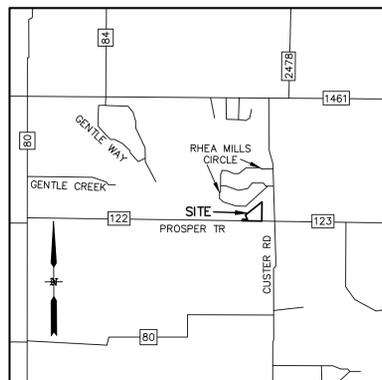
\_\_\_\_\_  
**Ray Smith, Mayor**

**ATTEST:**

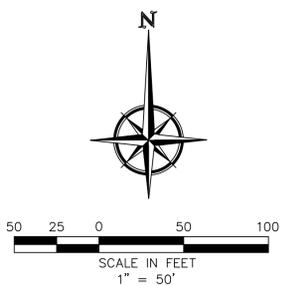
\_\_\_\_\_  
**Robyn Battle, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

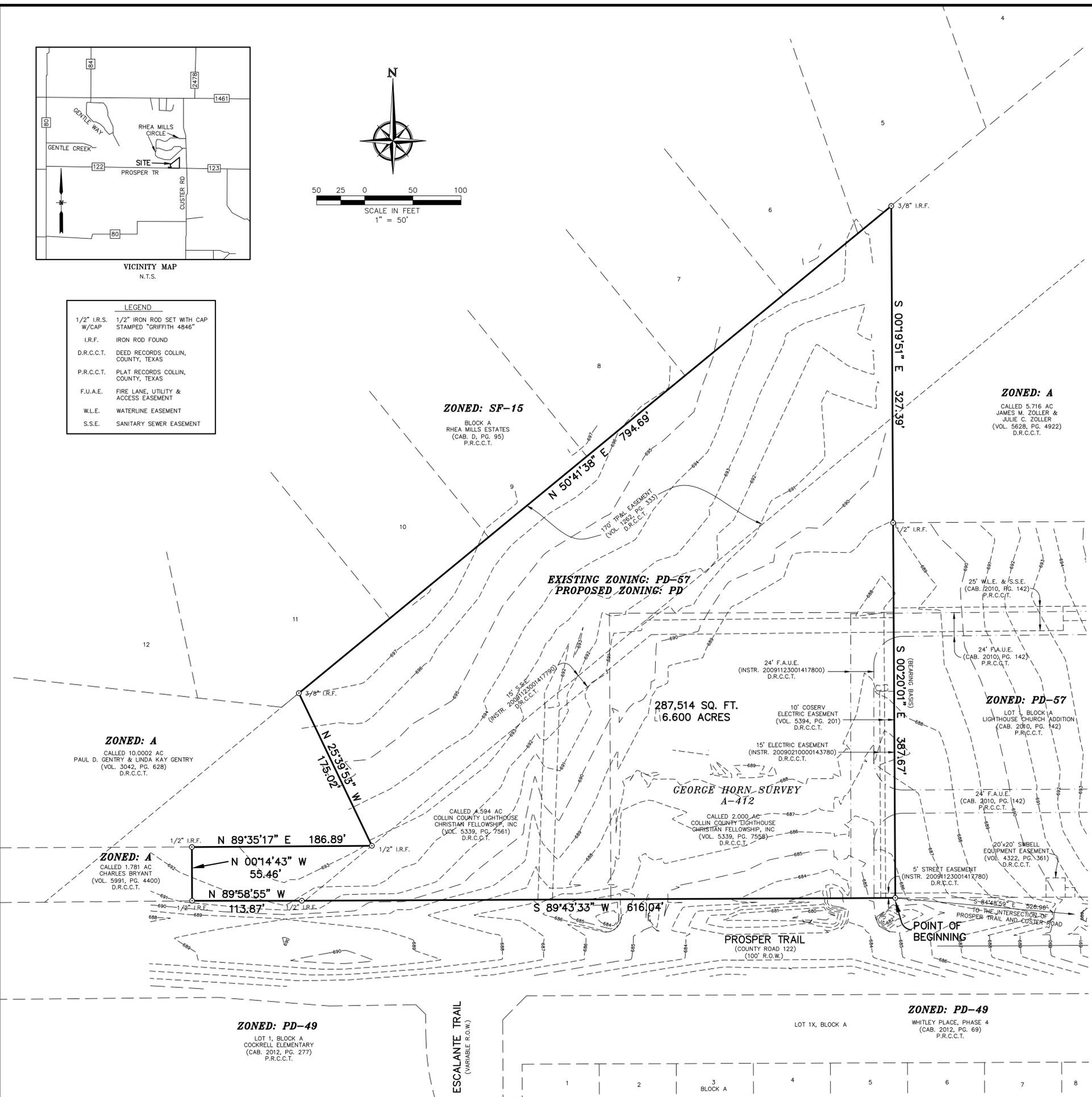
\_\_\_\_\_  
**Terrence S. Welch, Town Attorney**



VICINITY MAP  
N.T.S.



LEGEND	
1/2" I.R.S.	1/2" IRON ROD SET WITH CAP
W/CAP	STAMPED "GRIFFITH 4846"
I.R.F.	IRON ROD FOUND
D.R.C.C.T.	DEED RECORDS COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS COLLIN COUNTY, TEXAS
F.U.A.E.	FIRE LANE, UTILITY & ACCESS EASEMENT
W.L.E.	WATERLINE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT



FIELD NOTES

BEING a 6.600 acre tract of land situated in the George Horn Survey, Abstract 412, Collin County, Texas and being all of a called 4.594 acre tract of land described in deed to Collin County Lighthouse Christian Fellowship, Inc., as recorded in Volume 5339, Page 7561, Deed Records, Collin County, Texas and all of a called 2,000 acre tract of land described in deed to Collin County Lighthouse Christian Fellowship, Inc., as recorded in Volume 5339, Page 7558 of said Deed Records, said 6.600 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at southwest corner of Lot 1, Block A, Lighthouse Church Addition, an addition to Collin County, as recorded in Cabinet 2010, Page 142, Plat Records, Collin County, Texas and the southeast corner of said 2,000 acre tract, said corner being on the north right-of-way line of Prosper Trail (CR 122), a 100 ft. right-of-way;

THENCE South 89 degrees 43 minutes 33 seconds West, with the common boundary lines of said 2,000 acre tract and said Prosper Trail, passing the southwest corner of said 2,000 acre tract and a southeast corner of said 4,594 acre tract and continuing with the common boundary line of said 4,594 acre tract and said Prosper Trail, a total distance of 616.04 feet to a 1/2-inch iron rod for corner;

THENCE North 00 degrees 14 minutes 43 seconds East, with the common boundary line of said 4,594 acre tract and said 1.781 acre tract, a distance of 55.46 feet to a 1/2-inch iron rod found for the northeast corner of said 4,594 acre tract and a northwest corner of said 4,594 acre tract, said corner being in the southeast boundary line of a called 10,0002 acre tract of land described in deed to Paul D. Gentry and Linda Kay Gentry, as recorded in Volume 3042, Page 628 of said Deed Records;

THENCE North 89 degrees 35 minutes 17 seconds East, with a common boundary line of said 10,0002 acre tract and said 4,594 acre tract, a distance of 186.89 feet to a 1/2-inch iron rod found for the southeast corner of said 10,0002 acre tract and an ell corner of said 4,594 acre tract;

THENCE North 25 degrees 39 minutes 53 seconds West, with a common boundary line of said 10,0002 acre tract and said 4,594 acre tract, a distance of 175.02 feet to a 3/8-inch iron rod found for the northeast corner of said 4,594 acre tract and a west corner of said 4,594 acre tract, said corner being in the southeast boundary line of Rhea Mills Estates, an addition to Collin County, as recorded in Cabinet D, Page 95 of said Plat Records;

THENCE North 50 degrees 41 minutes 38 seconds East, with the common boundary line of said 4,594 acre tract and said Rhea Mills Estates, a distance of 794.69 feet to a 3/8-inch iron rod found for the north corner of said 4,594 acre tract and the northwest corner of a called 5,716 acre tract of land described in deed to James M. Zoller and Julie C. Zoller, as recorded in Volume 5628, Page 4922 of said Deed Records;

THENCE South 00 degrees 19 minutes 51 seconds East, with the common boundary line of said 4,594 acre tract and said 5,716 acre tract, a distance of 327.39 feet to a 1/2-inch iron rod found for the northwest corner of said Lot 1;

THENCE South 00 degrees 20 minutes 01 seconds East, with the common boundary line of said 4,594 acre tract and said Lot 1, passing the northeast corner of said 2,000 acre tract and continuing with the common boundary line of said 2,000 acre tract and said Lot 1, a distance of 387.67 feet to the POINT OF BEGINNING AND CONTAINING 287,514 square feet or 6.600 acres of land.

SURVEYOR'S CERTIFICATE

I Chris E. Griffith, Registered Professional Land Surveyor, do hereby certify that this plat represents the results of a survey made on the ground under my supervision during the month of December 2013.

GIVEN UNDER MY HAND AND SEAL this the 4th day of December, 2013.

*Chris E. Griffith*  
 CHRIS E. GRIFFITH  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 STATE OF TEXAS NO. 4846



FLOODPLAIN NOTE:  
 By graphical plotting, the parcel described hereon does not lie within a Special Flood Hazard Area (SFHA) as delineated on the Collin County Texas and Incorporated Areas, Flood Insurance Rate Map, Panel Number 48085C0255J, dated June 2, 2009, as published by the Federal Emergency Management Agency. The Surveyor utilized the above referenced flood plain information for this determination and the Surveyor does not certify that revised flood plain information has or has not been published by the Federal Emergency Management Agency or some other source.

OWNER  
**COLLIN COUNTY LIGHTHOUSE CHRISTIAN FELLOWSHIP INC.**  
 4331 PROSPER TRAIL  
 PROSPER, TX 75078  
 (972) 562-2500  
 FAX (214) 544-6989

APPLICANT  
**GRACE ACADEMY OF NORTH TEXAS**  
 4255 PROSPER TRAIL  
 PROSPER, TX 75078  
 (469) 287-7111  
 FAX (972) 632-1728

**EXHIBIT "A"**  
 OF  
**6.60 ACRES**  
 SITUATED IN THE

**GEORGE HORN SURVEY, ABST. NO. 412**  
**CITY OF PROSPER, COLLIN COUNTY, TEXAS**

LAND SURVEYOR  
**GRIFFITH SURVEYING CO., LLC**  
 605 AVENUE B, SUITE 115  
 LONGVIEW, TX 75773  
 (903) 295-1560  
 FAX (903) 295-1570

**ENGINEERING CONCEPTS & DESIGN, L.P.**  
 ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES  
 TEXAS FIRM REG. NO. 001145  
 201 WINDCO CIRCLE, SUITE 200, NYLUIE, TX 75098  
 (972) 941-8400 FAX (972) 941-8401

**EXHIBIT 'B'**  
**PLANNED DEVELOPMENT**  
**STATEMENT OF INTENT**  
**6.6 Acres, 4255 Prosper Trail**  
**TOWN OF PROSPER, TX**

The intent of this Revision to the existing Planned Development Zoning (PD 57) currently in place for this property is to allow for temporary buildings on a portion of the property, owned by Collin County Lighthouse Christian Fellowship.

The change affects the 6.6 acre tract described in the Exhibit 'A' of this PD Zoning Request and allows for Temporary Buildings in the approximate location shown on Exhibit 'D' of this PD Zoning Request. The Permitted Use of Temporary Buildings would be allowed for a term of three (3) years from the date of Certificate of Occupancy of the first building, and would allow for an extension of One (1) year, one time prior to expiration of the permitted use.

**EXHIBIT 'C'****PLANNED DEVELOPMENT STANDARDS****6.6 Acres, 4255 Prosper Trail  
Town of Prosper, Texas  
Planned Development-57 Amendment**

Except as otherwise set forth in the development standards below, the property, as described in Exhibit A, shall develop under Ordinance No. 12-24 (PD-57).

**1.0 Permitted Uses**

- Permitted uses listed in Ordinance Number 12-24 (PD-57)
- Temporary Buildings, subject to the conditions below:
  - A. The temporary buildings shall be located north of the main buildings, as conceptually shown on Exhibit D.
  - B. A permit to erect a temporary building may be issued for an initial period of three (3) years provided the applicant submits:
    - 1) an application with documented evidence of an immediate need for space to the Building Official, who shall evaluate each application for a temporary building based on the following criteria:
      - a) capacity of the existing 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 existing permanent building(s) at one time;
      - b) total enrollment, employment, and/or membership size;
      - c) documentation of growth records depicting the number of people in the congregation, school and/or office;
      - d) whether the facility is a start-up or new facility;
      - e) indication of alternative options that were explored before a temporary building application was considered;
      - f) acts of nature; and/or
      - g) any other evidence which is reasonably related to the immediate need for additional space;
    - 2) A letter describing the applicant's plan for providing for a permanent solution to the immediate need for a new temporary building(s) showing the permanent building(s); and

- 3) a site plan for the temporary building(s) to the Planning Department, which is subject to the review and approval of the Planning & Zoning Commission
- C. 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.
- D. A request for a one (1) year extension of the temporary building permit may be granted by the Planning & Zoning Commission provided the applicant:
- 1) has an approved and valid preliminary site plan for the permanent building(s) and an approved and valid site plan for the temporary building(s);
  - 2) has a specific plan of how an additional year would allow the applicant to construct the permanent building(s) by providing:
    - a) evidence of numeric growth, beyond that which was specifically anticipated by the applicant;
    - b) membership, enrollment, and/or employment growth records;
    - c) evidence that alternative options were explored before an extension of the temporary building permit was requested; and
    - d) any other criteria reasonably deemed appropriate by the Planning & Zoning Commission.
- E. The applicant may challenge a decision of the Building Official or Planning & Zoning Commission, by appealing, in writing, to the Town Council within fourteen (14) days of a decision of the Building Official or the Planning & Zoning Commission. The Town Council's decision is final.

## 2.0 Landscaping

- A. Landscaping shall be located between the temporary buildings and the Rhea Mills subdivision, as conceptually shown on Exhibit D, and shall consist of one (1) small evergreen tree and one (1) five (5) gallon evergreen shrub planted every fifteen (15) linear feet.



VICINITY MAP  
N.T.S.



SCALE IN FEET  
1" = 50'

**LEGEND**

1/2" I.R.S. W/CAP	1/2" IRON ROD SET WITH CAP STAMPED "GRIFFITH 4846"
I.R.F.	IRON ROD FOUND
D.R.C.C.T.	DEED RECORDS COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS COLLIN COUNTY, TEXAS
F.U.A.E.	FIRE LANE, UTILITY & ACCESS EASEMENT
W.L.E.	WATERLINE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT

**ZONED: SF-15**

BLOCK A  
RHEA MILLS ESTATES  
(CAB. D, PG. 95)  
P.R.C.C.T.

**ZONED: A**

CALLED 5.716 AC  
JAMES M. ZOLLER &  
JULIE C. ZOLLER  
(VOL. 5628, PG. 4922)  
D.R.C.C.T.

**EXISTING ZONING: PD-57**  
**PROPOSED ZONING: PD**

287,514 SQ. FT.  
6.600 ACRES

**ZONED: PD-57**

LOT 1, BLOCK A  
LIGHTHOUSE CHURCH ADDITION  
(CAB. 2010, PG. 142)  
P.R.C.C.T.

**ZONED: A**

CALLED 10.0002 AC  
PAUL D. GENTRY & LINDA KAY GENTRY  
(VOL. 3042, PG. 628)  
D.R.C.C.T.

**ZONED: A**

CALLED 1.781 AC  
CHARLES BRYANT  
(VOL. 5991, PG. 4400)  
D.R.C.C.T.

**ZONED: PD-49**

LOT 1, BLOCK A  
COCKRELL ELEMENTARY  
(CAB. 2012, PG. 277)  
P.R.C.C.T.

**ZONED: PD-49**

WHITLEY PLACE, PHASE 4  
(CAB. 2012, PG. 69)  
P.R.C.C.T.

**FLOODPLAIN NOTE:**

By graphical plotting, the parcel described hereon does not lie within a Special Flood Hazard Area (SFHA) as delineated on the Collin County Texas and Incorporated Areas, Flood Insurance Rate Map, Panel Number 48085C0255J, dated June 2, 2009, as published by the Federal Emergency Management Agency. The Surveyor utilized the above referenced flood plain information for this determination and the Surveyor does not certify that revised flood plain information has or has not been published by the Federal Emergency Management Agency or some other source.

**EXHIBIT "D"**

OF  
**6.60 ACRES**

SITUATED IN THE

GEORGE HORN SURVEY, ABST. NO. 412  
CITY OF PROSPER, COLLIN COUNTY, TEXAS

**ENGINEERING CONCEPTS & DESIGN, L.P.**  
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES  
TEXAS FIRM REG. NO. 001145  
201 WINDCO CIRCLE, SUITE 200, WYLIE, TX 75098  
(972) 941-8400 FAX (972) 941-8401

APPLICANT  
**GRACE ACADEMY OF NORTH TEXAS**  
4255 PROSPER TRAIL  
PROSPER, TX 75078  
(469) 287-7111  
FAX (972) 632-1728

LAND SURVEYOR  
**GRIFFITH SURVEYING CO., LLC**  
605 AVENUE B, SUITE 115  
LONGVIEW, TX 75773  
(903) 295-1560  
FAX (903) 295-1570



## PLANNING

**To:** Mayor and Town Council  
**From:** Chris Copple, AICP, Director of Development Services  
**Through:** Harlan Jefferson, Town Manager  
**Re:** Town Council Meeting – February 25, 2014

**Agenda Item:**

Conduct a Public Hearing, and consider and act upon a request to rezone 0.7± acre from Single Family-15 (SF-15) to Downtown Single Family (DTSF), located on the north side of Third Street, 200± feet west of Church Street (309 E. Third Street). (Z14-0001).

**Description of Agenda Item:**

The zoning and land use of the surrounding properties are as follows:

	<b>Zoning</b>	<b>Current Land Use</b>	<b>Future Land Use Plan</b>
<b>Subject Property</b>	Single Family-15	Single Family Residential	Old Town Core District – Single Family
<b>North</b>	Single Family-15	Single Family Residential	Old Town Core District – Office
<b>East</b>	Single Family-15	Single Family Residential	Old Town Core District – Single Family
<b>South</b>	Single Family-15	Single Family Residential	Old Town Core District – Single Family
<b>West</b>	Single Family-15	Single Family Residential	Old Town Core District – Single Family

**Requested Zoning** – Z14-0001 is a request to rezone 0.7± acre, located on the north side of Third Street, 200± feet west of Church Street (309 E. Third Street) from Single Family-15 (SF-15) to Downtown Single Family (DTSF).

**Future Land Use Plan** – The Future Land Use Plan (FLUP) recommends Old Town Core District – Single Family for the property. The zoning request conforms to the FLUP.

**Thoroughfare Plan** – The property is not adjacent to any future thoroughfares.

Water and Sanitary Sewer Services – Water and sanitary sewer service have been extended to the property.

Access – Access to the property will be provided from Third Street.

Schools – This property is located within the Prosper Independent School District (PISD). It is not anticipated that a school site will be needed on this property.

Parks – It is not anticipated that this property will be needed for the development of a park.

Environmental Considerations – There is no 100-year floodplain located on the property.

**Legal Obligations and Review:**

Zoning is discretionary. Therefore, the Town Council is not obligated to approve the request. Notification was provided to neighboring property owners as required by state law. Town staff has not received any public hearing notice reply forms.

**Attached Documents:**

1. Zoning Exhibit A
2. Zoning map of the surrounding area
3. Future Land Use Plan - Old Town Core District Inset

**Planning & Zoning Commission Recommendation:**

At their February 4, 2014, meeting, the Planning & Zoning Commission recommended the Town Council approve a request to rezone 0.7± acre from Single Family-15 (SF-15) to Downtown Single Family (DTSF), located on the north side of Third Street, 200± feet west of Church Street (309 E. Third Street), by a vote of 6-0.

**Town Staff Recommendation:**

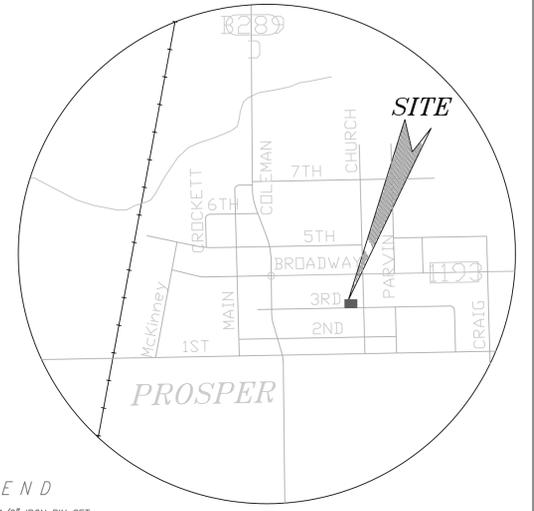
Town staff recommends the Town Council approve a request to rezone 0.7± acre from Single Family-15 (SF-15) to Downtown Single Family (DTSF), located on the north side of Third Street, 200± feet west of Church Street (309 E. Third Street).

**Proposed Motion:**

I move to approve the request to rezone 0.7± acre from Single Family-15 (SF-15) to Downtown Single Family (DTSF), located on the north side of Third Street, 200± feet west of Church Street (309 E. Third Street).

NOTE: CONTOURS ARE COPIED FROM COLLIN COUNTY GIS MAP WEBSITE.

NOTE: THE LAND DESCRIBED AND PLATTED HEREON LIES ON ZONE X (OUTSIDE THE 500 YEAR FLOOD PLAIN) AND IS LOCATED IN THE BOUNDS OF F.E.M.A. FIRM PANEL 48085C0235 J DATED JUNE 2, 2009 AND IS THEREFORE NOT IN THE 100 YEAR FLOOD PLAIN.



- LEGEND**
- IPS 1/2" IRON PIN SET
  - IPF IRON PIN FOUND
  - BOUNDARY LINE
  - - - RIGHT-OF-WAY
  - CMRPLR COLLIN COUNTY MAP AND PLAT RECORDS
  - FLUP FUTURE LAND USE PLAN
  - BRYANT'S 1ST ADDITION LOT LINE
  - ADJONER TRACTS

**DESCRIPTION** 0.6561 Acre of Land  
 SITUATED in the City of Prosper, Collin County, Texas, in the Collin County School Land Survey, Abstract No. 167, being a resurvey of the west half of Lot No. 8, Lot 9 & 10 and the east half of Lot 11 of Block 19 of Bryant's 1st Addition to the City of Prosper, Ref. Map Recorded in Volume 116, Page 162 of the deed records of Collin County, Texas and the Prosper Independent School District 20 foot Alley adjoining said Lots on the north of said lots, the land owned and claimed by Castle Park Holdings, LLC plus one half of the Street R.O.W. of Third Street adjoining said land;  
**BEGINNING** at an iron pin found in the north R.O.W. line of Third Street, at the southwest corner of Castle Park Holdings, LLC Lot and the southeast corner of the Christie Hines Lot, Ref. Doc. No. 97-0070595;  
 Thence north 0°10'43" east, 159.41 feet with the west line Castle Park Holdings, LLC Lot, the east line of said Hines Lot and crossing said 20 foot Alley to an iron pin found at the northwest corner of said Castle Park Holdings, LLC Lot, the southwest corner of the Tom A. Land Lot, Ref. Doc. No. 96-00328530 and at the southeast corner of the Franklin & Patsy Ruth O'dell Lot, Ref. V. 585, P. 521;  
 Thence south 89°46'20" east, 151.63 feet with the north R.O.W. line of said Alley and the north line Castle Park Holdings, LLC Lot and with the south line of said Tom A. Land Lot to an iron pin found at the northeast corner Castle Park Holdings, LLC Lot, the southeast corner of said Tom A. Land Lot and at the southwest corner of the Prosper Realty Partners Lot, Ref. Doc. No. 201301020003510;  
 Thence south 0°36'37" west, with the east line of the Castle Park Holdings, LLC Lot, passing the northwest corner of the Dan M. Scott Lot, Ref. Volume 4951, Page 2288 at 20 feet and continuing with said east line and said west line, passing an iron pin set at the southeast corner Castle Park Holdings, LLC Lot and the southwest corner of said Scott Lot and continuing in all 190.18 feet to a point in the center of Third Street;  
 Thence north 89°33'02" west, 151.05 feet with the center of said Street to a point in the center of Third Street;  
 Thence north 0°10'43" east, 30.0 feet to the PLACE OF BEGINNING and containing 0.6561 acre of land.  
**CERTIFICATION:**  
 I, hereby certify that I made the survey on the ground on Nov. 8, 2013 on the herein described tract shown hereon and set corner stakes as reflected on the plat and that only visible improvements on the ground are as shown on the survey; to my knowledge, there are no encroachments, overlapping of improvements or conflicts except as shown on the survey plat; that the survey is guaranteed to its completeness.

G. M. GEER, REGISTERED PROFESSIONAL LAND SURVEYOR  
 TEX. REG. NO. 3258  
 1101 WEST UNIVERSITY DRIVE  
 MCKINNEY, TEXAS 75069  
 Phone 972-562-3959  
 Website: www.geersurveyingandengineering.com

309 EAST 3RD STREET	
CURRENT ZONING:	SF-15
REQUESTED ZONING:	DTSF Downtown Single Family
CURRENT LAND USE:	Residential
FLUP:	Old Town Core-Single Family

**GROSS 0.6561 ACRE  
 NET 0.5527 ACRE**

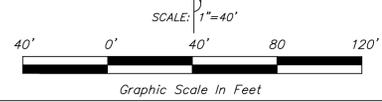
**309 EAST 3RD STREET, PROSPER, TEXAS 75078**

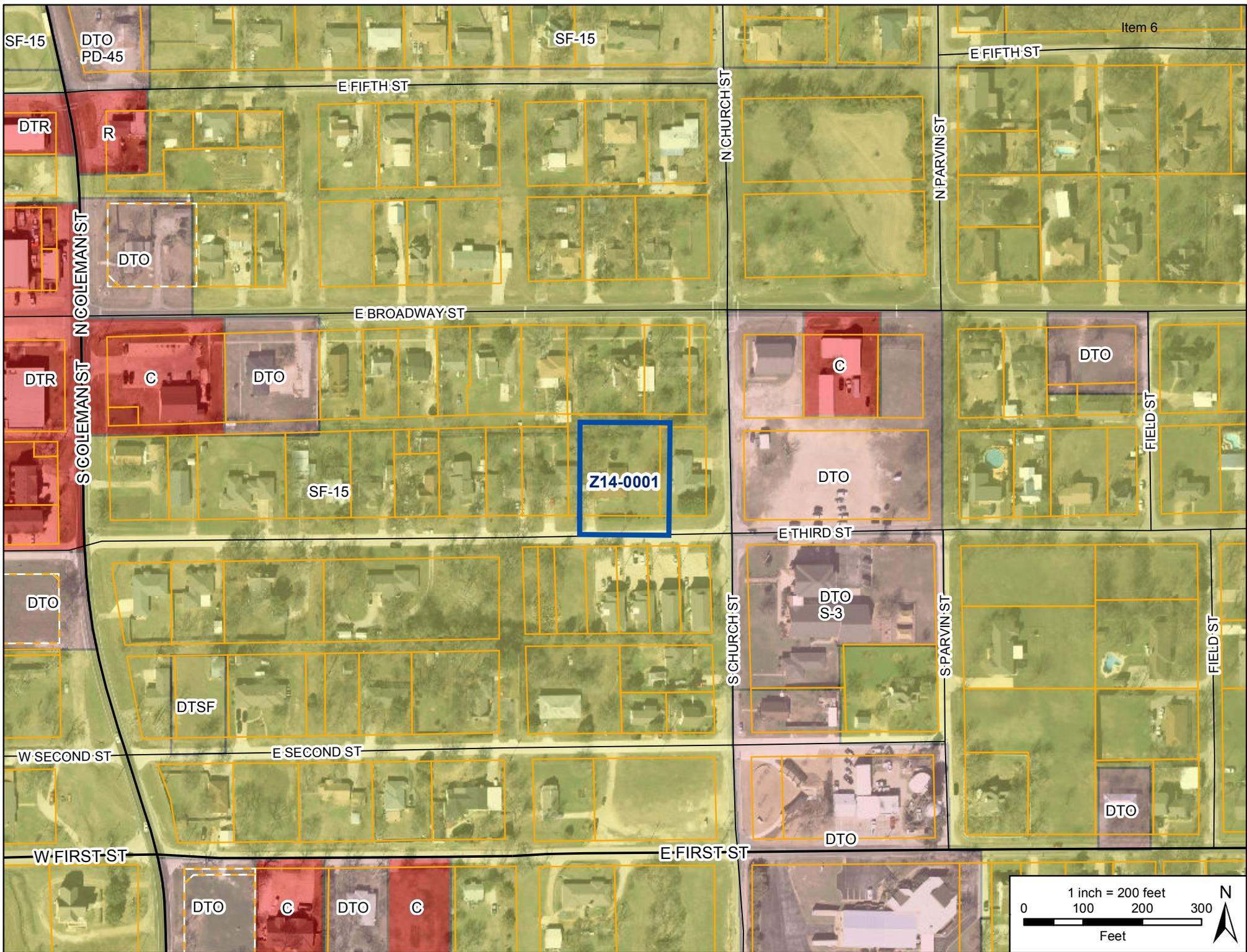
**Case # Z14-0001 ZONING EXHIBIT A  
 309 E. 3rd STREET  
 PROSPER, TEXAS**

0.6561 ACRE IN BRYANT'S ADDITION, BLOCK 19, EAST HALF OF LOT 8, LOTS 9, 10 & WEST HALF OF LOT 11, TOWN OF PROSPER, COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, COLLIN COUNTY, TEXAS.

**OWNER:**  
 CASTLE PARK HOLDINGS, LLC  
 JIM BRIDGES  
 1300 TANGLEWOOD COURT  
 PROSPER, TEXAS 75078  
 PHONE: 469-525-7065

**PREPARED BY:**  
 Sherry Geer Williams  
 G.M. GEER ENGINEER - SURVEYOR  
 1101 West University Drive  
 McKinney, Texas 75069  
 www.geersurveyingandengineering.com





SF-15

DTO  
PD-45

SF-15

Item 6

E FIFTH ST

E FIFTH ST

N CHURCH ST

N PARVIN ST

DTR

R

DTO

E BROADWAY ST

N COLEMAN ST  
S COLEMAN ST

DTR

C

DTO

C

DTO

FIELD ST

Z14-0001

SF-15

DTO

E THIRD ST

DTO

DTO  
S-3

S PARVIN ST

DTSF

W SECOND ST

E SECOND ST

S CHURCH ST

FIELD ST

W FIRST ST

E FIRST ST

DTO

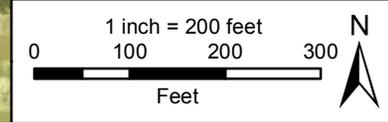
DTO

DTO

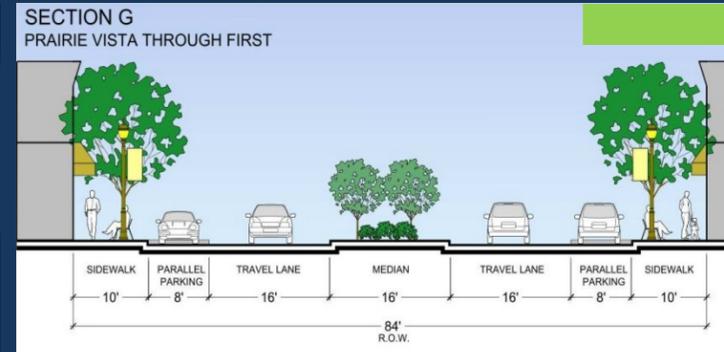
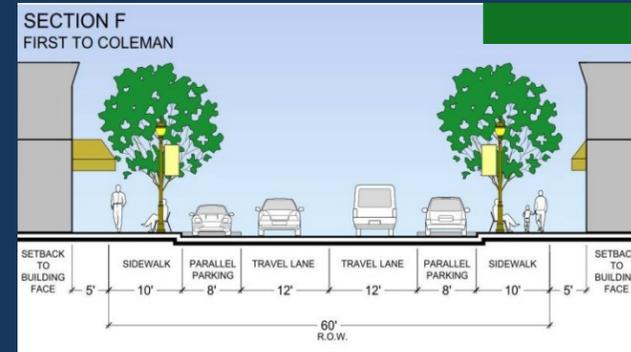
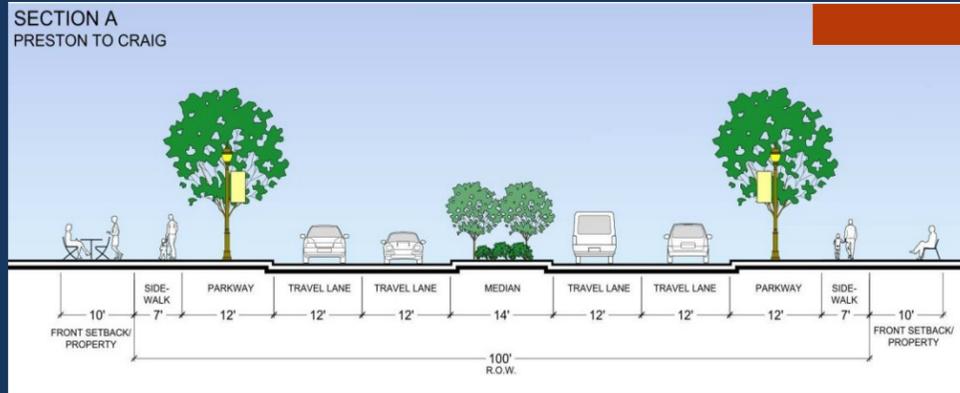
C

DTO

C



# Old Town Transportation Plan



**Section A:** Four lane divided roadway with a landscaped median and a landscaped parkway separating pedestrians from traffic. This section serves as a major entrance into Old Town from the east. No on-street parking.

**Section B:** Two lane divided boulevard with a large center median containing landscaping. Wide travel lanes allow for bicycle accommodation and a landscaped parkway separates pedestrians from traffic. No on-street parking.

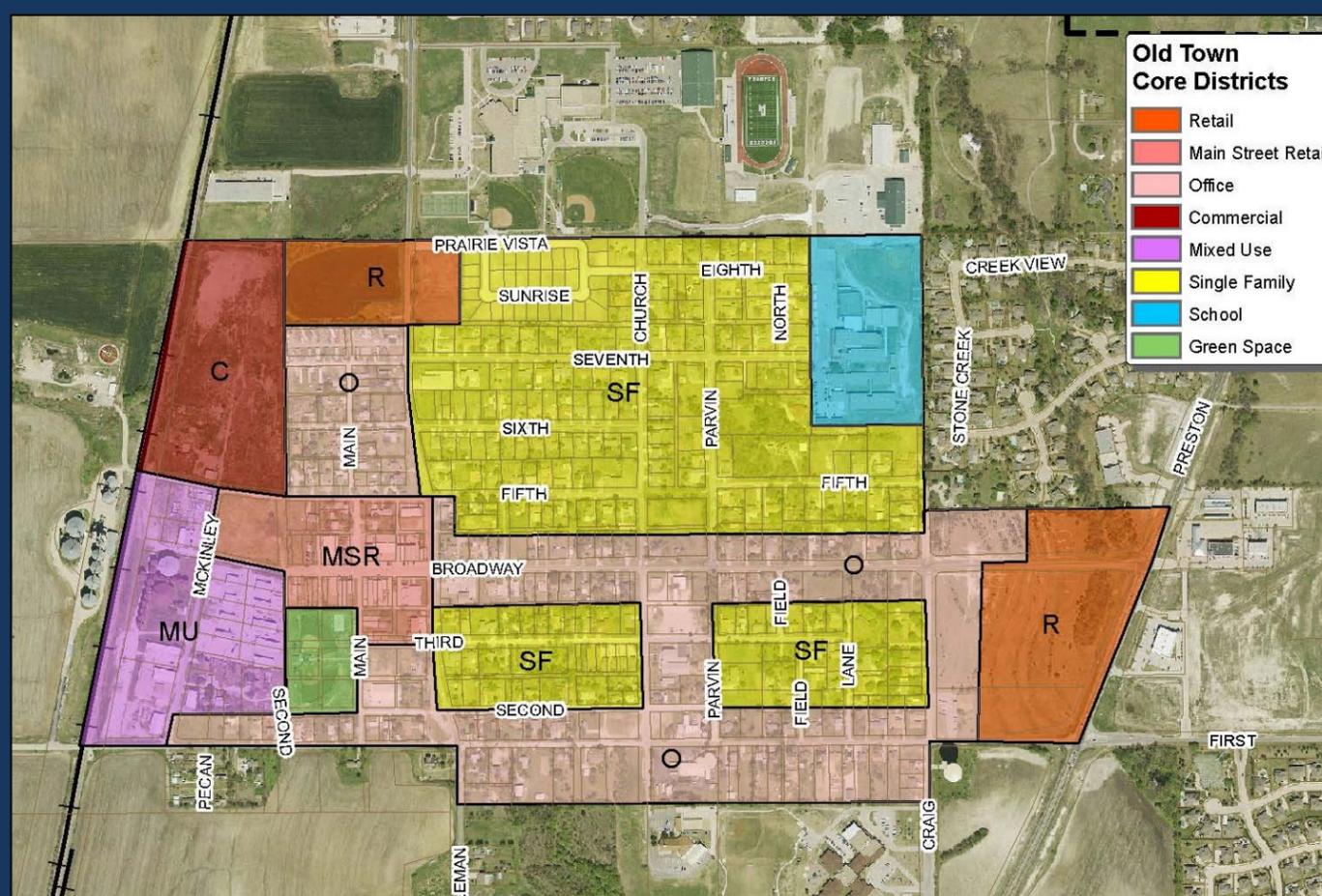
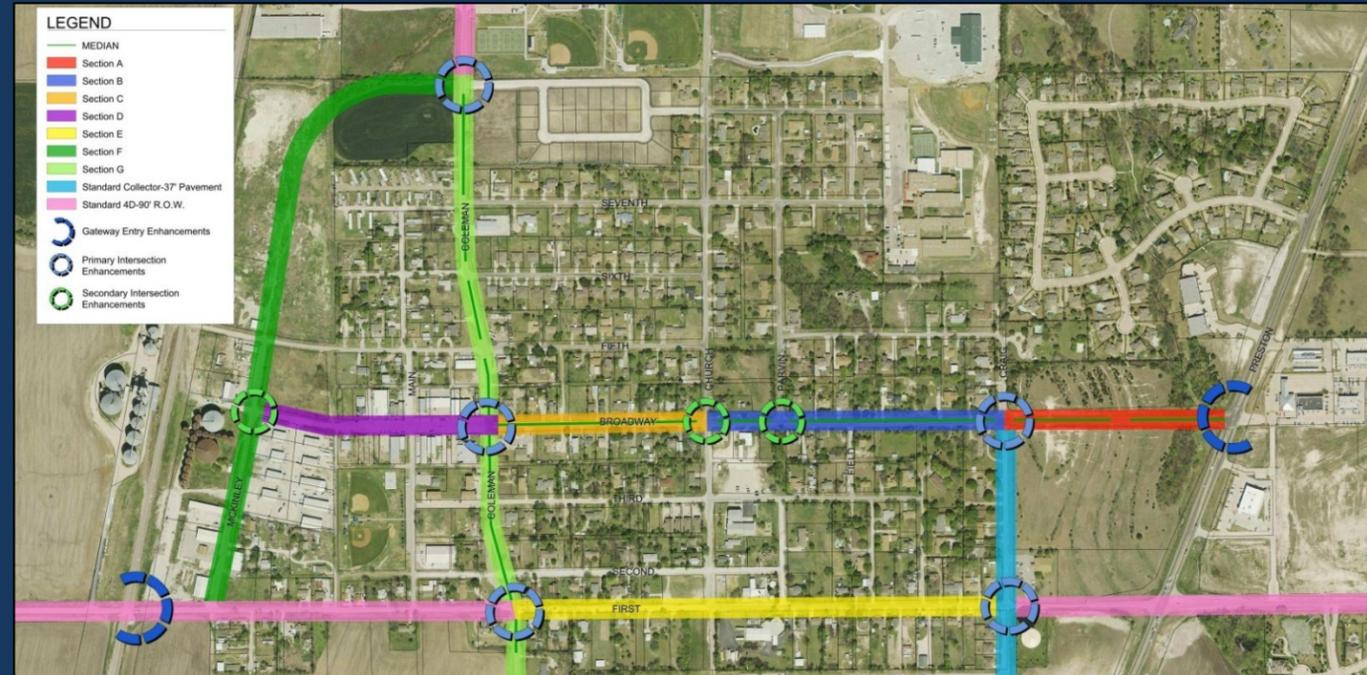
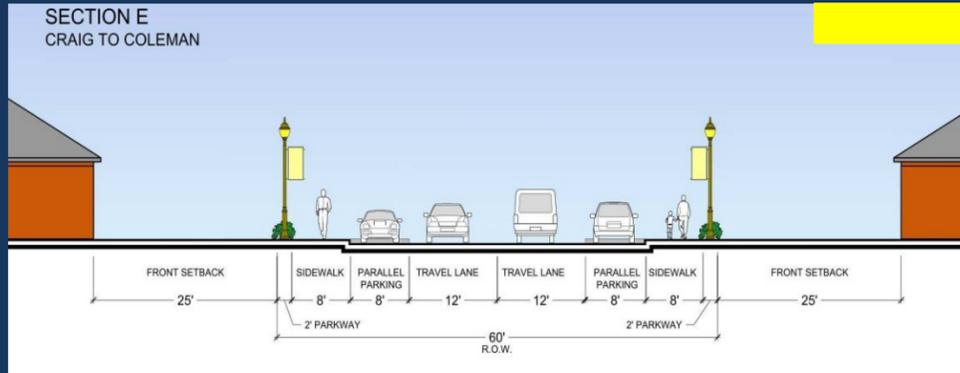
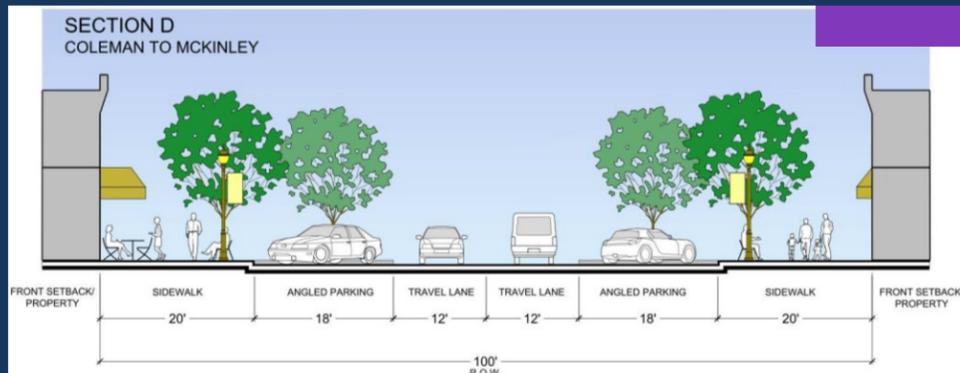
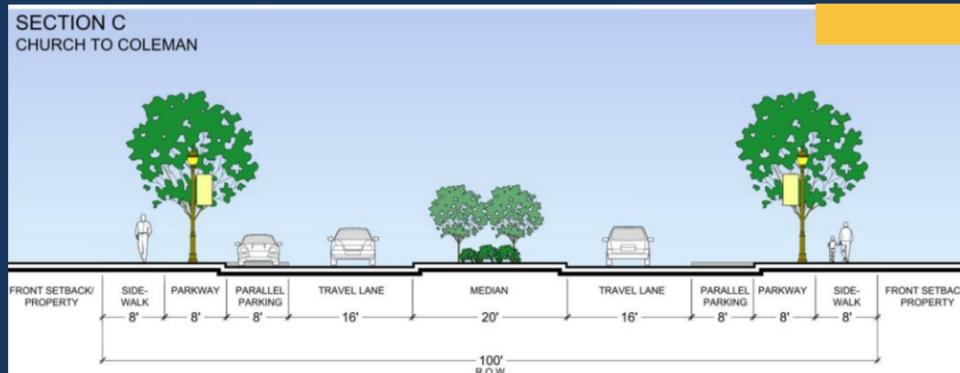
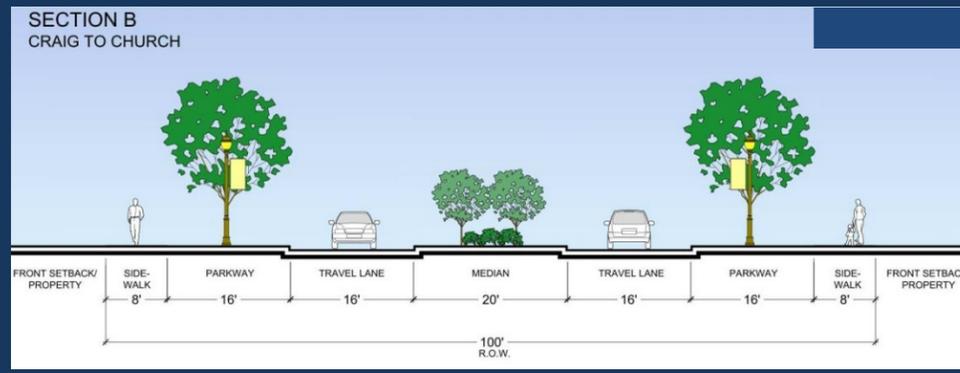
**Section C:** Two lane divided boulevard with a large center median containing landscaping. On-street parallel parking is permitted and a landscaped parkway separates pedestrians from traffic.

**Section D:** Two lane undivided urban roadway. Wide 20' sidewalks accommodate patio seating, pedestrian traffic and street trees. On-street angled parking is permitted and bulb-outs are located at intersections to enhance pedestrian visibility at crosswalks.

**Section E:** Two lane undivided roadway with on-street parallel parking and an immediately adjacent 8' sidewalk. A large private setback of 25' is included.

**Section F:** Two lane undivided roadway with on-street parallel parking and a 15' sidewalk. 10' of the sidewalk will be located within the right-of-way and the additional 5 feet will be a 5' setback to building face.

**Section G:** Two lane divided roadway with a center median containing landscaping. On-street parallel parking and a 10' sidewalk are included.



**Land Use**  
The predominant land use within Old Town will be **single-family** residential. All infill development within such areas should conform to the architectural guidelines established for the Old Town district. Such guidelines are created to protect the continuity of look and feel within Old Town.

Along Broadway and First Street, single-family uses will gradually transition to boutique, cottage-style **office** and/or specialty retail uses. Broadway west of Coleman, will be the retail core of the downtown.

Shops, restaurants, and small office uses may be located within the **main street retail** area. This area is intended to be the heart and main activity center of the Old Town Area. As redevelopment occurs, building frontages should be brought to the property line to be consistent with ultimate streetscape improvements.

Adjacent to the retail core, a **mixed-use** district incorporating mixed use lofts/apartments will serve as a buffer between the Business Park and the core of Old Town. This area will also provide rooftops that service adjacent retail establishments.

The **Green space** area will serve as a community park and its location adjacent to the retail core of Old Town and the mixed-use district will make it an opportunistic and useable open space area.

Niche **retail** is recommended along Preston Road and at the northern end of Coleman. Retail development within these areas should fit within the architectural framework of the Old Town area. Setbacks should be reduced, when possible, along Coleman and Broadway to frame the roadways.



## PLANNING

**To:** Mayor and Town Council  
**From:** Chris Copple, AICP, Director of Development Services  
**Through:** Harlan Jefferson, Town Manager  
**Re:** Town Council Meeting – February 25, 2014

**Agenda Item:**

Conduct a Public Hearing, and consider and act upon a request to rezone 0.3± acre from Single Family-15 (SF-15) to Downtown Retail (DTR), located on the west side of Coleman Street, 100± feet south of Fifth Street. (Z14-0002).

**Description of Agenda Item:**

The zoning and land use of the surrounding properties are as follows:

	<b>Zoning</b>	<b>Current Land Use</b>	<b>Future Land Use Plan</b>
<b>Subject Property</b>	Single Family-15	Undeveloped Land	Old Town Core District – Main Street Retail
<b>North</b>	Downtown Retail	Automobile Repair (Qwik Oil and Auto Care)	Old Town Core District – Main Street Retail
<b>East</b>	Retail and Single Family-15	Convenience Store (Highland Foods)	Old Town Core District – Office
<b>South</b>	Downtown Retail	Retail and Service (Yubi Fast Refund, Glasstech, and Virtus)	Old Town Core District – Main Street Retail
<b>West</b>	Single Family-15	Single Family Residential	Old Town Core District – Main Street Retail

Requested Zoning – Z14-0002 is a request to rezone 0.3± acre, located on the west side of Coleman Street, 100± feet south of Fifth Street from Single Family-15 (SF-15) to Downtown Retail (DTR).

Future Land Use Plan – The Future Land Use Plan (FLUP) recommends Old Town Core District – Main Street Retail for the property. The zoning request conforms to the FLUP.

Thoroughfare Plan – The property is adjacent to Coleman Street. The alignment of future Coleman Street, including any additional right-of-way dedication, will be determined at the time of final plat.

Water and Sanitary Sewer Services – Water and sanitary sewer service have been extended to the property.

Access – Access to the property will be provided from Coleman Street.

Schools – This property is located within the Prosper Independent School District (PISD). It is not anticipated that a school site will be needed on this property.

Parks – It is not anticipated that this property will be needed for the development of a park.

Environmental Considerations – There is no 100-year floodplain located on the property.

**Legal Obligations and Review:**

Zoning is discretionary. Therefore, the Town Council is not obligated to approve the request. Notification was provided to neighboring property owners as required by state law. Town staff has received four public hearing notice reply forms; not in opposition to the request.

**Attached Documents:**

1. Zoning Exhibit A
2. Zoning map of the surrounding area
3. Future Land Use Plan - Old Town Core District Inset
4. Public hearing notice reply forms

**Planning & Zoning Commission Recommendation:**

At their February 4, 2014, meeting, the Planning and Zoning Commission recommended the Town Council approve a request to request to rezone 0.3± acre from Single Family-15 (SF-15) to Downtown Retail (DTR), located on the west side of Coleman Street, 100± feet south of Fifth Street.

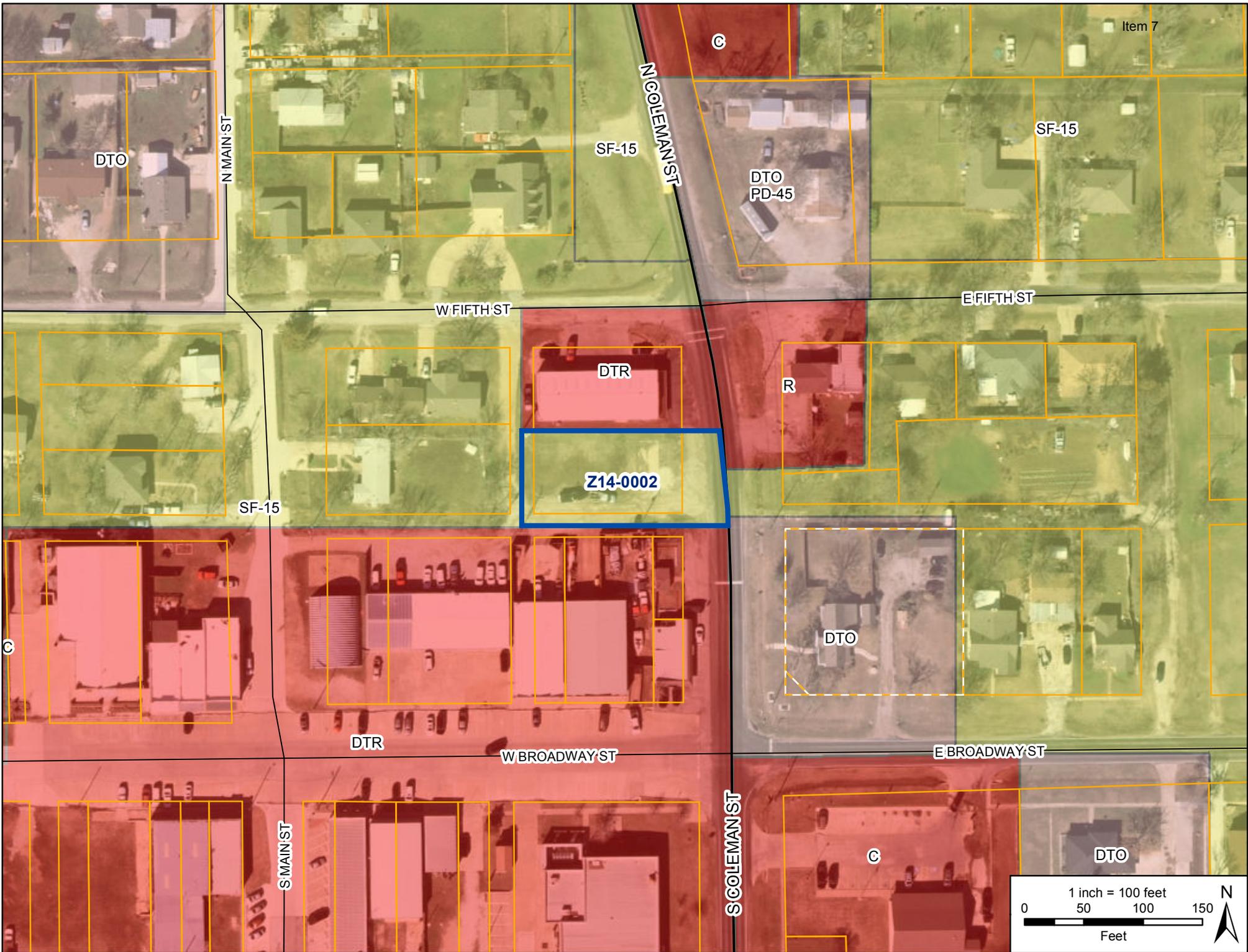
**Town Staff Recommendation:**

Town staff recommends the Town Council approve a request to request to rezone 0.3± acre from Single Family-15 (SF-15) to Downtown Retail (DTR), located on the west side of Coleman Street, 100± feet south of Fifth Street.

**Proposed Motion:**

I move to approve the request to request to rezone 0.3± acre from Single Family-15 (SF-15) to Downtown Retail (DTR), located on the west side of Coleman Street, 100± feet south of Fifth Street.





DTO

N MAIN ST

SF-15

N COLEMAN ST

C

Item 7

SF-15

DTO  
PD-45

E FIFTH ST

W FIFTH ST

DTR

R

**Z14-0002**

SF-15

C

DTO

DTR

W BROADWAY ST

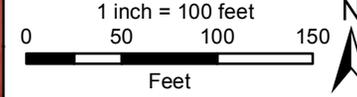
E BROADWAY ST

S MAIN ST

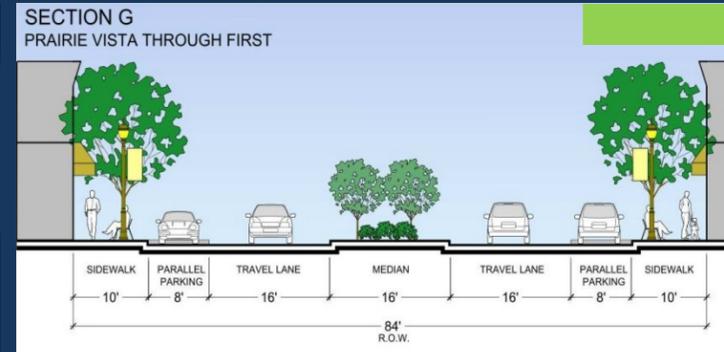
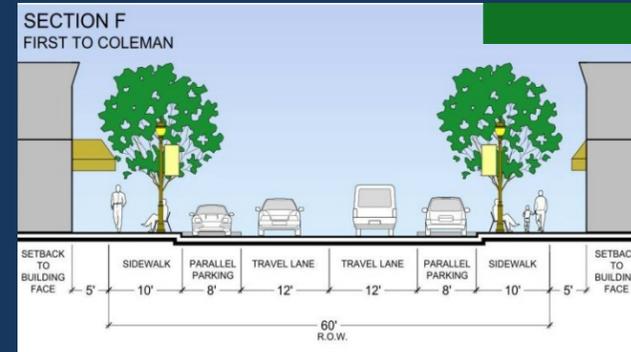
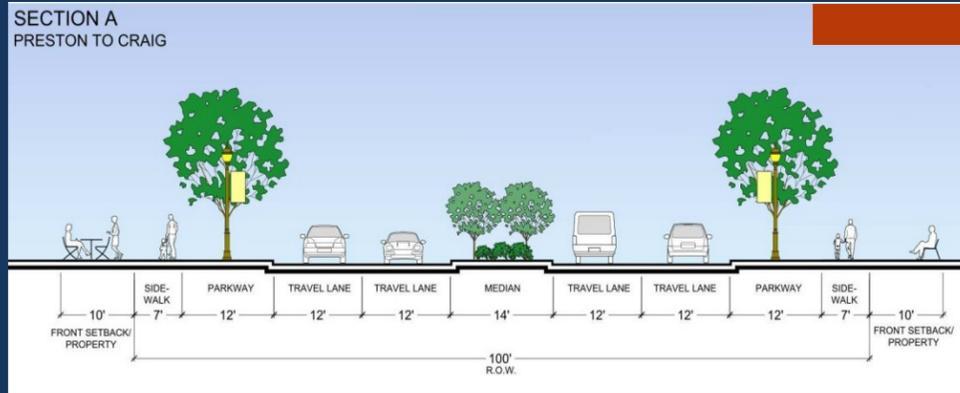
S COLEMAN ST

C

DTO



# Old Town Transportation Plan



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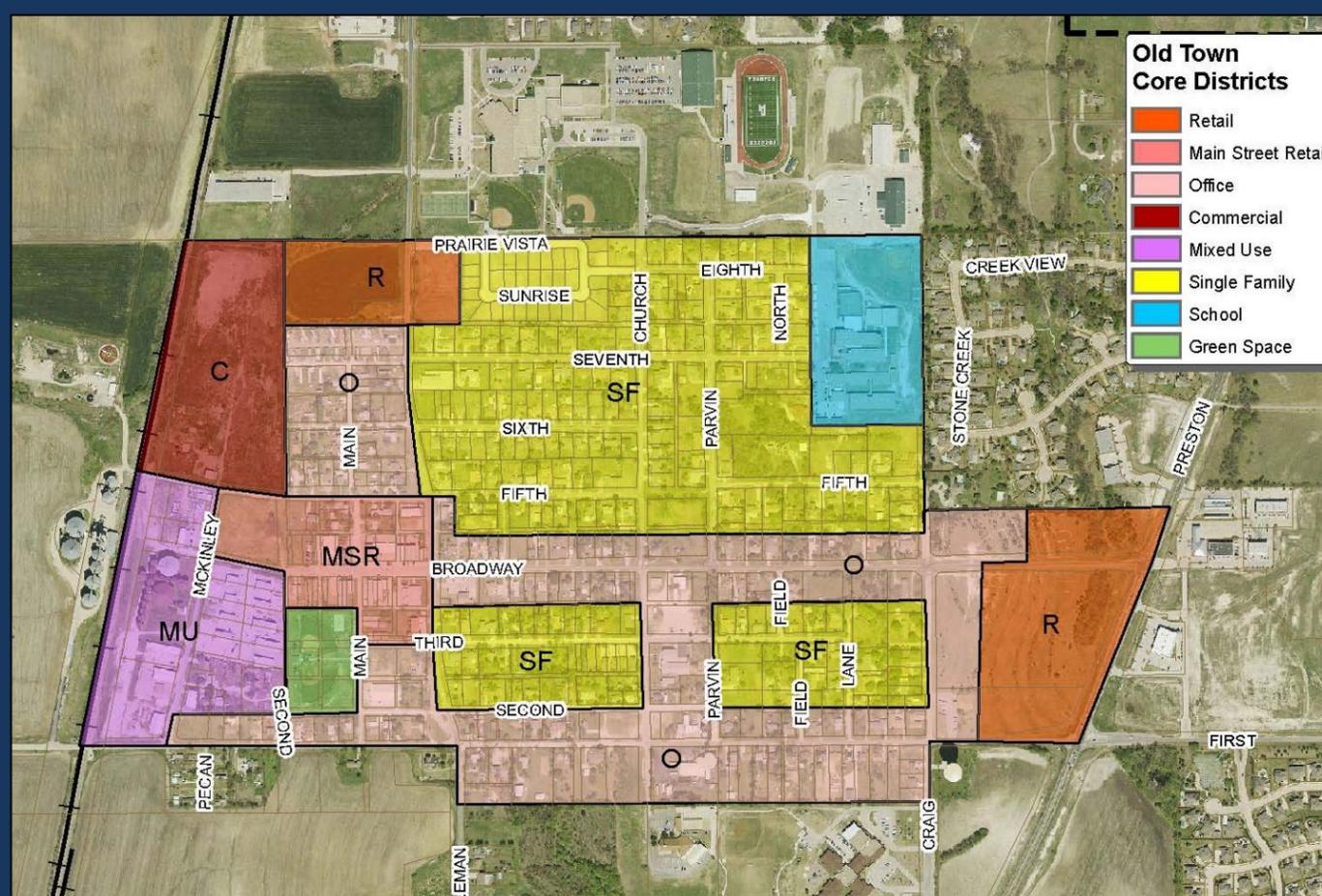
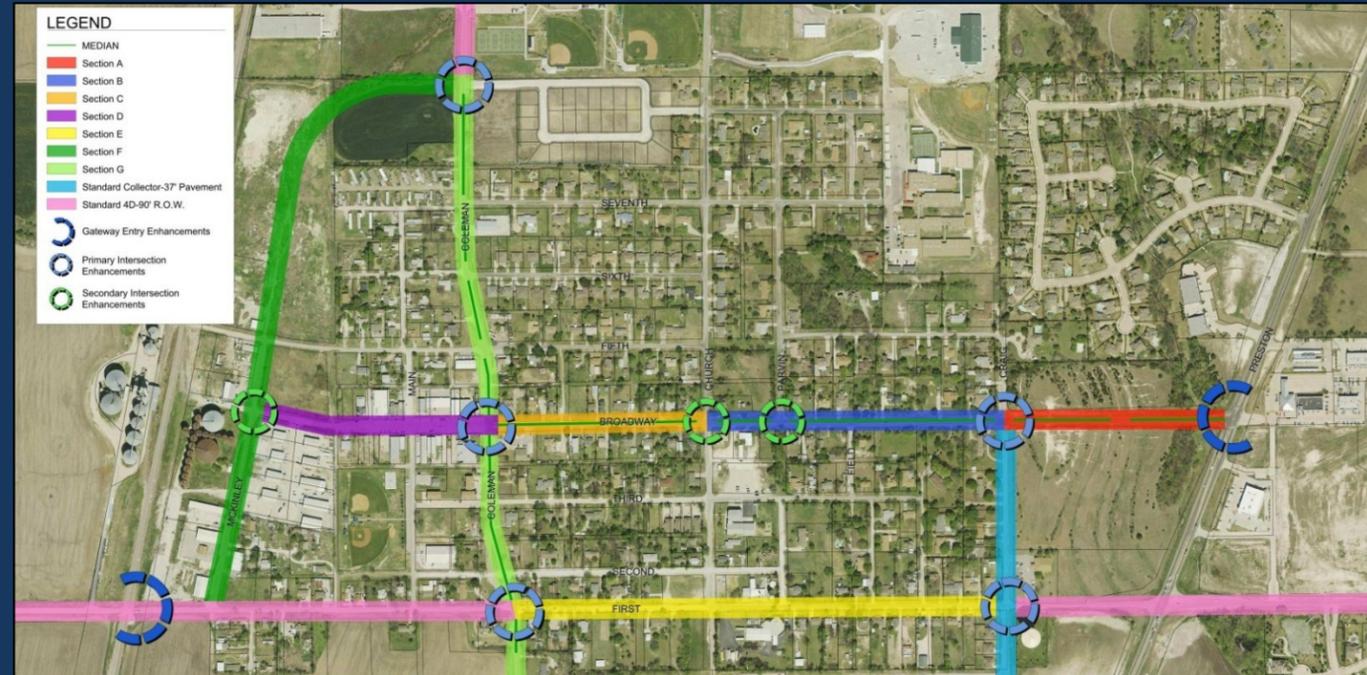
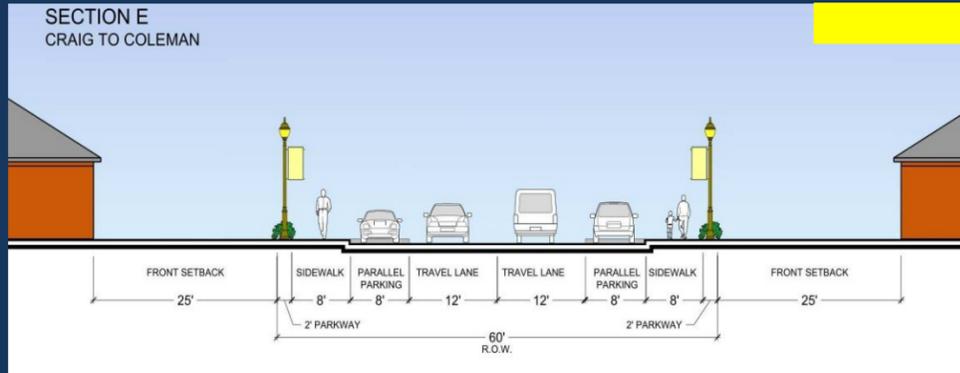
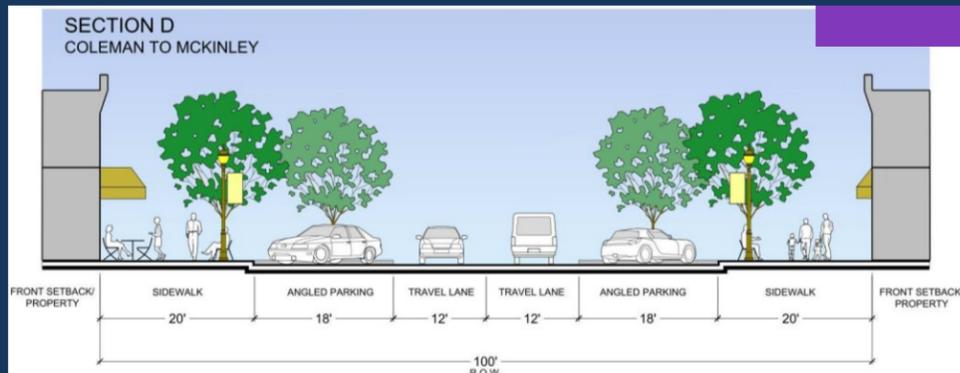
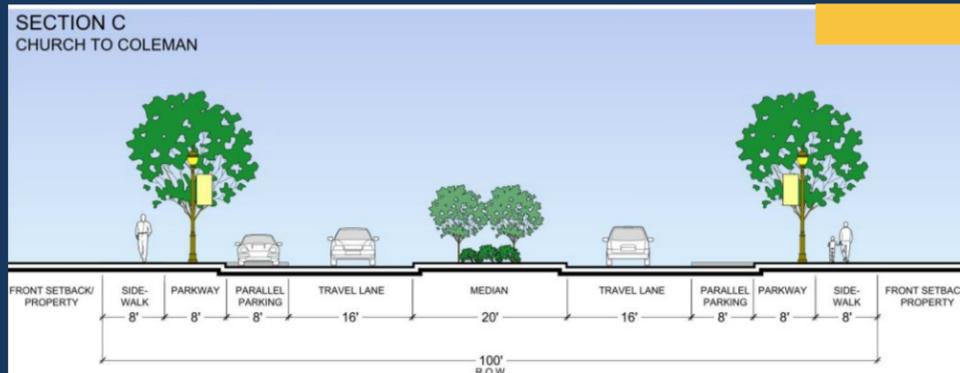
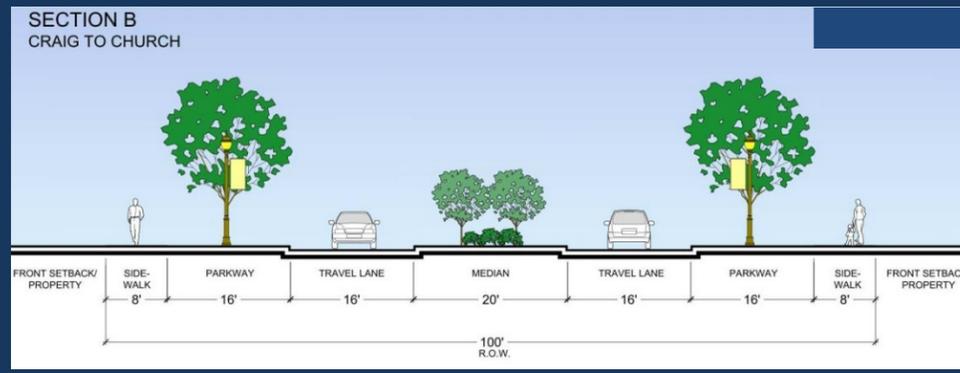
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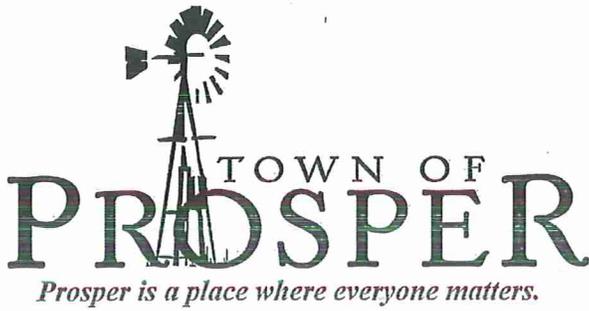
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REPLY FORM

**SUBJECT:**

Zoning Case Z14-0002: The Town of Prosper has received a request to rezone 0.3± acre from Single Family-15 (SF-15) to Downtown Retail (DTR).

**LOCATION OF SUBJECT PROPERTY:**

The property is located on the west side of Coleman Street, 100± feet south of Fifth Street.

**DESCRIPTION OF THE REQUEST:**

The Downtown Retail District is established to maintain existing and encourage additional retail development in the original downtown portion of the Town. Standards for vehicle parking, building set-backs, and building height are similar to those existing on developed properties in this section of the Town.

I OPPOSE the request as described in the notice of public hearing.  
 I DO NOT OPPOSE the request as described in the notice of public hearing.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY): As long as trash receptacle is enclosed unlike the one located at Highland Foods.

---



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Leta Y. Alcala  
Name (please print)

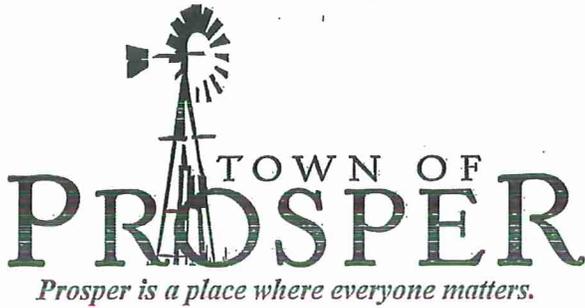
PO Box 1016 / 107 E 5th St.  
Address

Prosper, TX 75078  
City, State, and Zip Code

Leta Y. Alcala  
Signature

2/3/14  
Date

leta.alcala@yahoo.com  
E-mail Address



**DEVELOPMENT SERVICES  
DEPARTMENT**  
P.O. Box 307  
Prosper, TX 75078  
Phone: 972-346-3502  
Fax: 972-347-2842

**REPLY FORM**

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- I OPPOSE the request as described in the notice of public hearing.
- I DO NOT OPPOSE the request as described in the notice of public hearing.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

*Great!*

*William*

Name (please print)

*William Hurley*

Signature

*P.O. Box 759*

Address

*25 Jan 2014*

Date

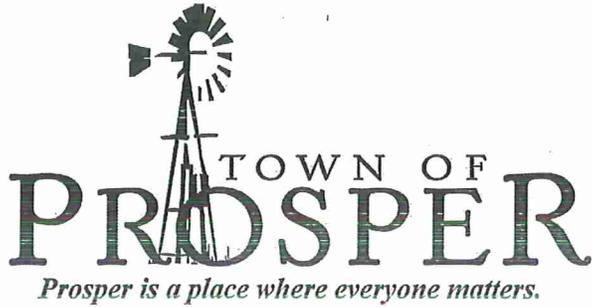
*Prosper TX 75078*

City, State, and Zip Code

*hurley@tdi@apl.com*

E-mail Address

*also y/m investment does not oppose*



**DEVELOPMENT SERVICES  
DEPARTMENT**  
P.O. Box 307  
Prosper, TX 75078  
Phone: 972-346-3502  
Fax: 972-347-2842

REPLY FORM

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- I OPPOSE the request as described in the notice of public hearing.
- I DO NOT OPPOSE the request as described in the notice of public hearing.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

*Great!*

William  
Name (please print)

William Hurley  
Signature

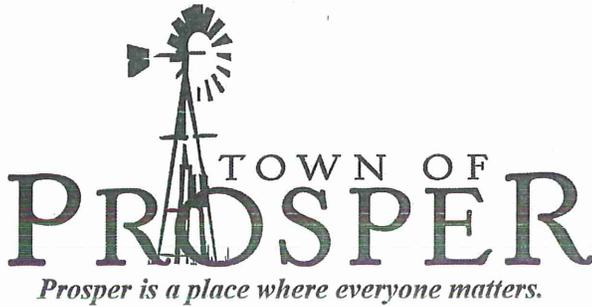
P.O. Box 759  
Address

25 Jan 2014  
Date

Prosper TX 75078  
City, State, and Zip Code

hurley@tdi@ah.com  
E-mail Address

*also y/m involvement does not oppose*



**DEVELOPMENT SERVICES  
DEPARTMENT**  
P.O. Box 307  
Prosper, TX 75078  
Phone: 972-346-3502  
Fax: 972-347-2842

**REPLY FORM**

**SUBJECT:**

Zoning Case Z14-0002: The Town of Prosper has received a request to rezone 0.3± acre from Single Family-15 (SF-15) to Downtown Retail (DTR).

**LOCATION OF SUBJECT PROPERTY:**

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The Downtown Retail District is established to maintain existing and encourage additional retail development in the original downtown portion of the Town. Standards for vehicle parking, building set-backs, and building height are similar to those existing on developed properties in this section of the Town.

- I OPPOSE the request as described in the notice of public hearing.
- I DO NOT OPPOSE the request as described in the notice of public hearing.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Kevin Voss  
 Name (please print)

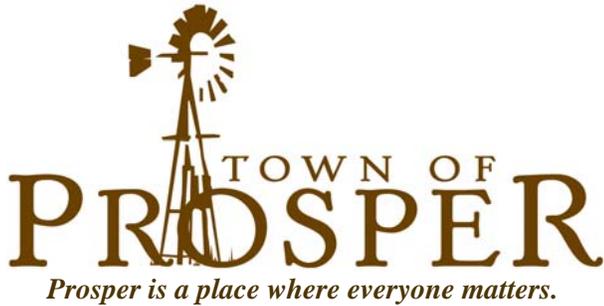
Kevin Voss  
 Signature

203 N. Coleman St.  
 Address

Jan 25, 2014  
 Date

Prosper TX 75078  
 City, State, and Zip Code

avp-1@yahoo.com  
 E-mail Address



## PLANNING

**To:** Mayor and Town Council  
**From:** Chris Copple, AICP, Director of Development Services  
**Through:** Harlan Jefferson, Town Manager  
**Re:** Town Council Meeting – February 25, 2014

**Agenda Item:**

Conduct a Public Hearing, and consider and act upon a request to rezone 0.4± acre from Single Family-15 (SF-15) to Downtown Office (DTO), located on the northwest corner of Craig Road and First Street (713 E. First Street). (Z14-0003).

**Description of Agenda Item:**

The zoning and land use of the surrounding properties are as follows:

	<b>Zoning</b>	<b>Current Land Use</b>	<b>Future Land Use Plan</b>
<b>Subject Property</b>	Single Family-15	Office and Single Family Residential	Old Town Core District – Office
<b>North</b>	Single Family-15	Single Family Residential	Old Town Core District – Single Family
<b>East</b>	Planned Development-17-Office	Bank (Prosper State Bank)	Old Town Core District – Office
<b>South</b>	Downtown Office	Undeveloped Land	Old Town Core District – Office
<b>West</b>	Single Family-15	Single Family Residential	Old Town Core District – Office

**Requested Zoning** – Z14-0003 is a request to rezone 0.4± acre, located on the northwest corner of Craig Road and First Street (713 E. First Street) from Single Family-15 (SF-15) to Downtown Office (DTO).

**Future Land Use Plan** – The Future Land Use Plan (FLUP) recommends Old Town Core District - Office for the property. The zoning request conforms to the FLUP.

Thoroughfare Plan – The property is adjacent to Craig Road and First Street. The alignment of future Craig Road and First Street, including any additional right-of-way dedication, will be determined at the time of final plat.

Water and Sanitary Sewer Services – Water and sanitary sewer service have been extended to the property.

Access – Access to the property will be provided from Craig Road and First Street.

Schools – This property is located within the Prosper Independent School District (PISD). It is not anticipated that a school site will be needed on this property.

Parks – It is not anticipated that this property will be needed for the development of a park.

Environmental Considerations – There is no 100-year floodplain located on the property.

**Legal Obligations and Review:**

Zoning is discretionary. Therefore, the Town Council is not obligated to approve the request. Notification was provided to neighboring property owners as required by state law. Town staff has received three public hearing notice reply forms; not in opposition to the request.

**Attached Documents:**

1. Zoning Exhibit A
2. Zoning map of the surrounding area
3. Future Land Use Plan - Old Town Core District Inset
4. Public hearing notice reply form

**Planning & Zoning Commission Recommendation:**

At their February 4, 2014, meeting, the Planning & Zoning Commission recommended the Town Council approve a request to rezone 0.4± acre from Single Family-15 (SF-15) to Downtown Office (DTO), located on the northwest corner of Craig Road and First Street (713 E. First Street), by a vote of 6-0.

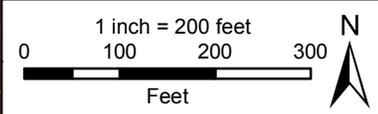
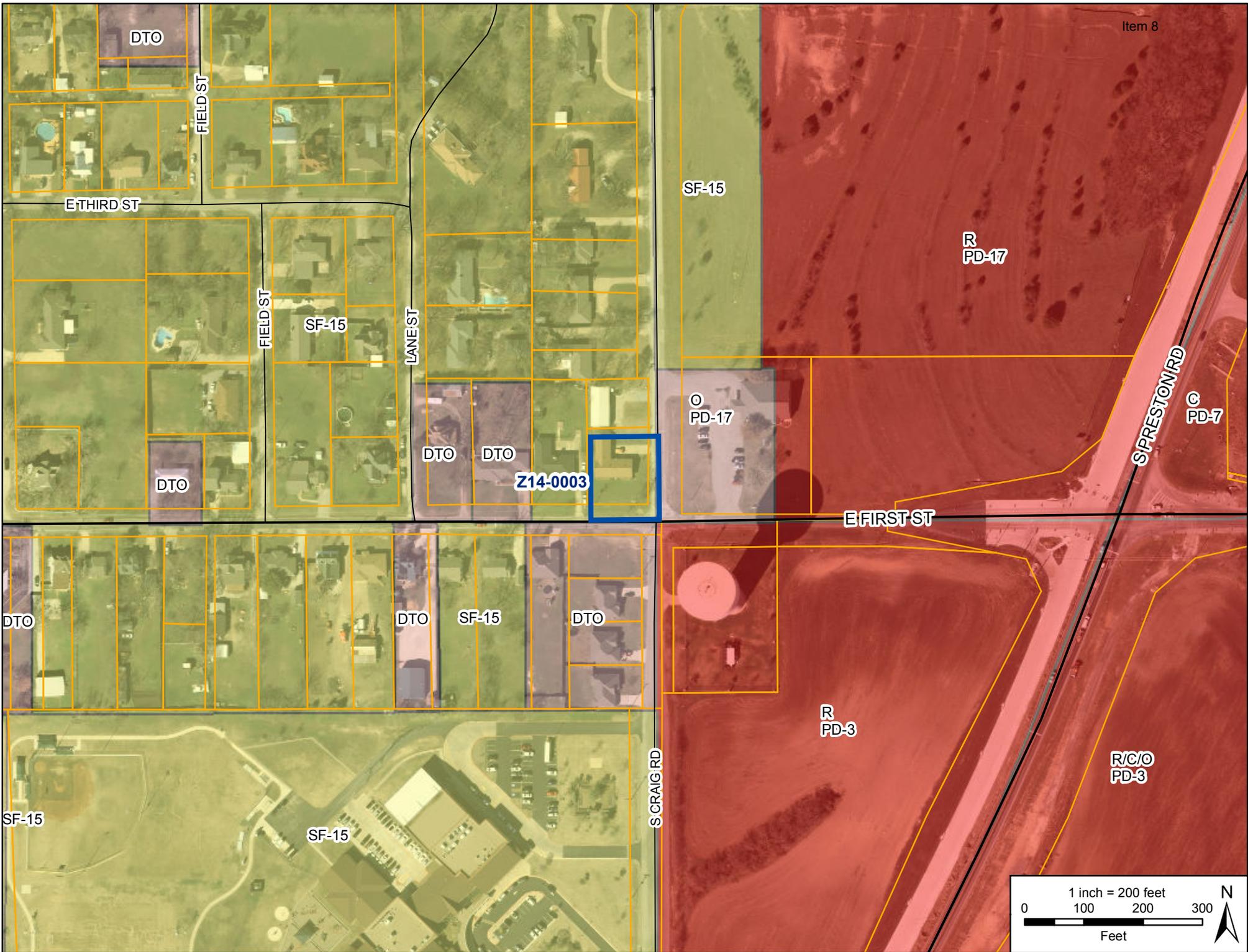
**Town Staff Recommendation:**

Town staff recommends the Town Council approve a request to rezone 0.4± acre from Single Family-15 (SF-15) to Downtown Office (DTO), located on the northwest corner of Craig Road and First Street (713 E. First Street).

**Proposed Motion:**

I move to approve the request to rezone 0.4± acre from Single Family-15 (SF-15) to Downtown Office (DTO), located on the northwest corner of Craig Road and First Street (713 E. First Street).





# Old Town Transportation Plan

**Section A:** Four lane divided roadway with a landscaped median and a landscaped parkway separating pedestrians from traffic. This section serves as a major entrance into Old Town from the east. No on-street parking.

**Section B:** Two lane divided boulevard with a large center median containing landscaping. Wide travel lanes allow for bicycle accommodation and a landscaped parkway separates pedestrians from traffic. No on-street parking.

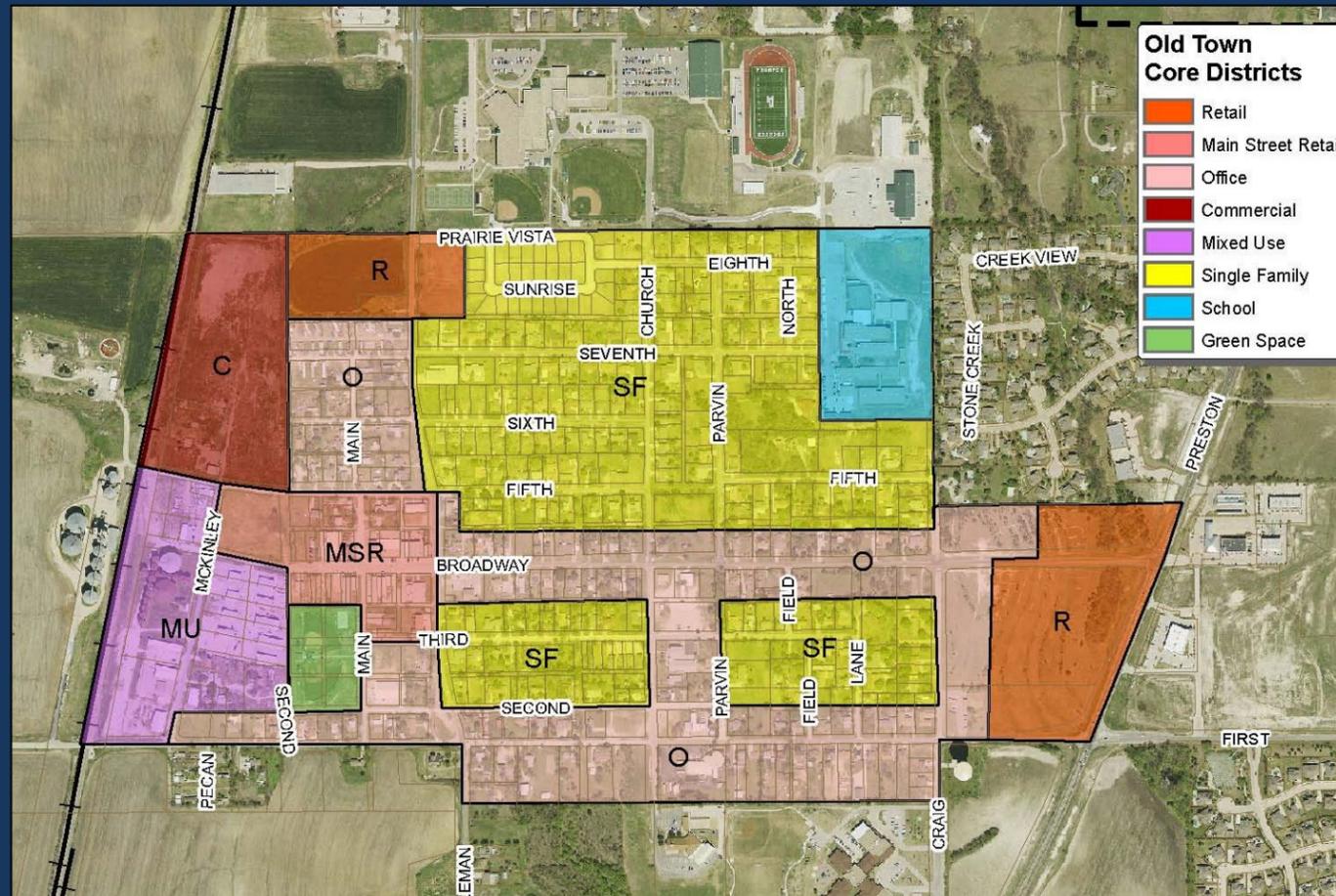
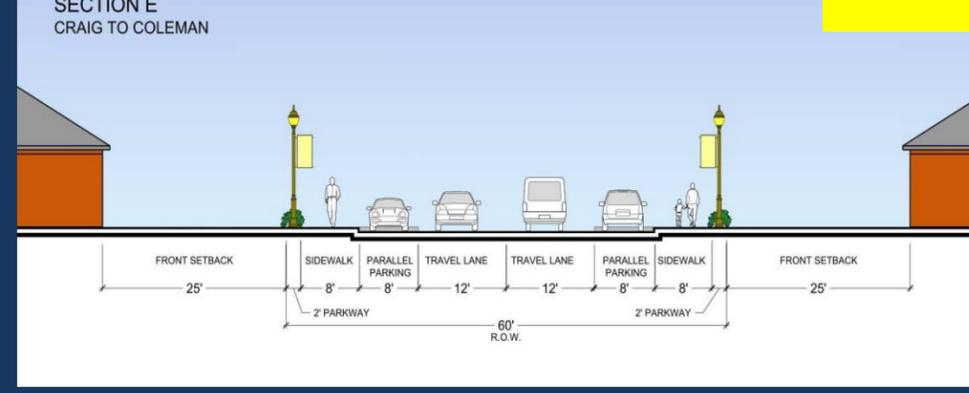
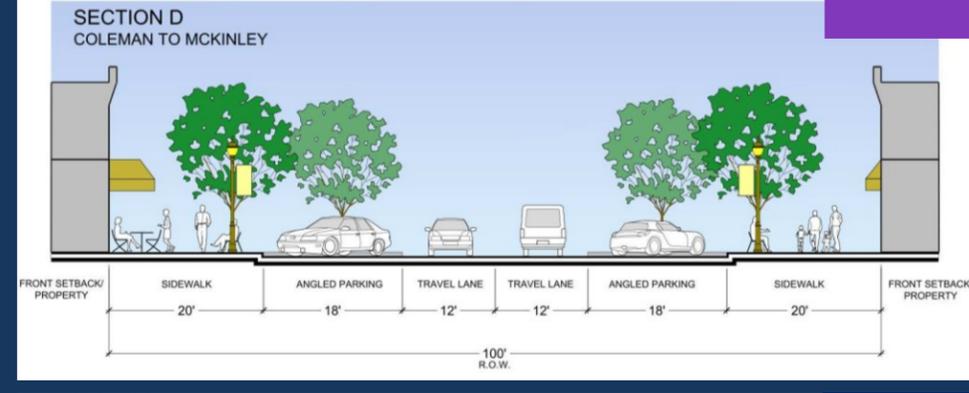
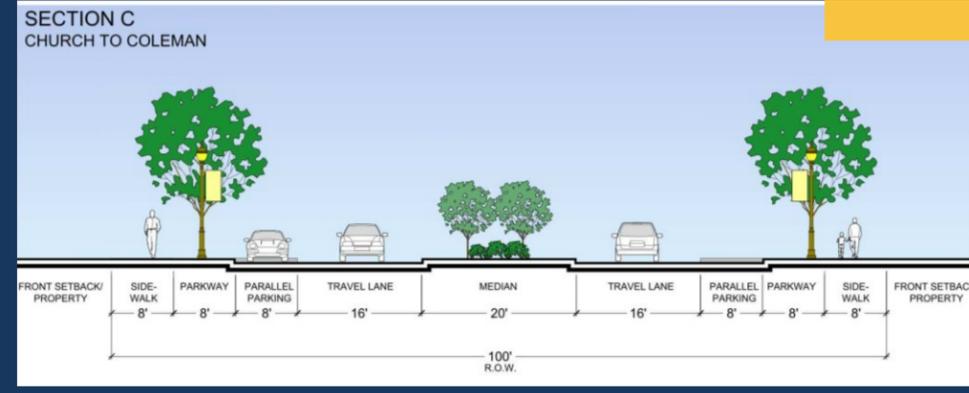
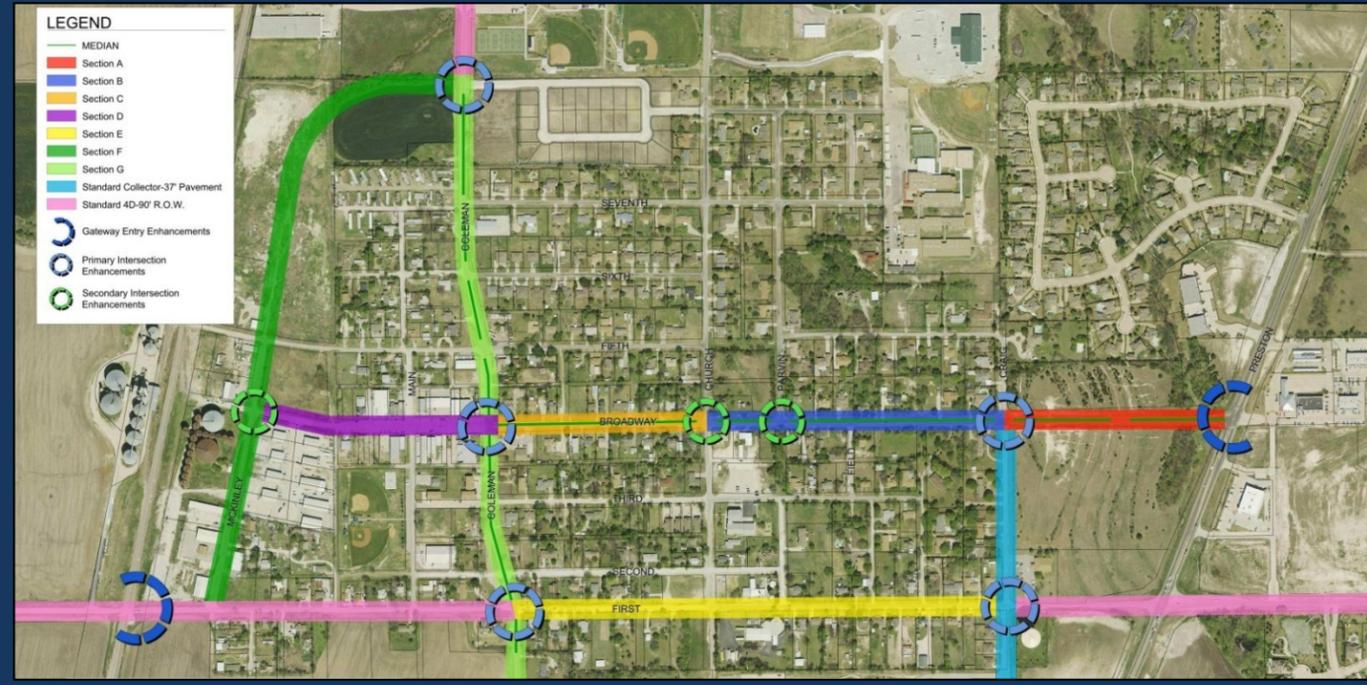
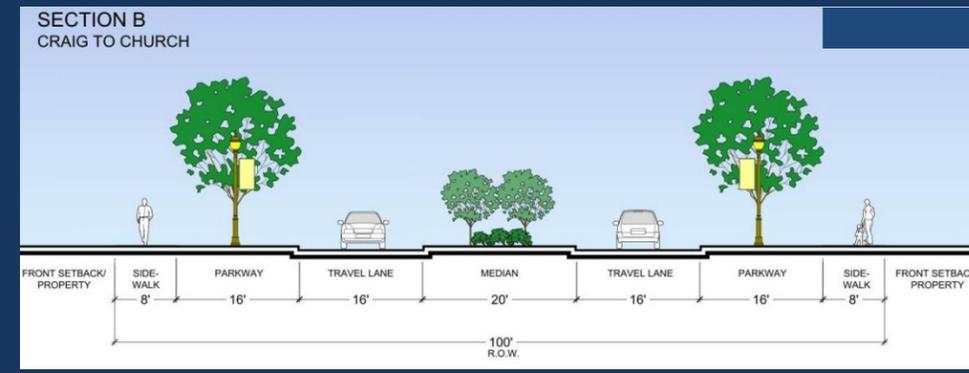
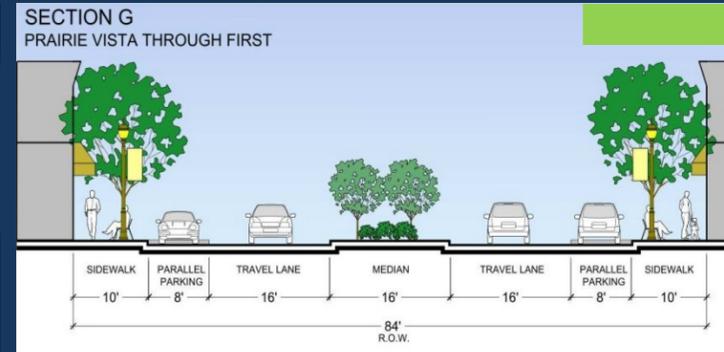
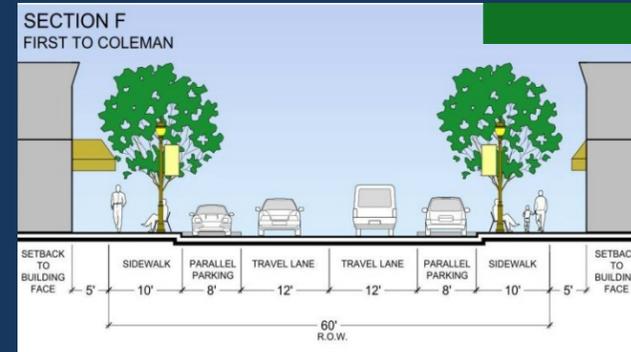
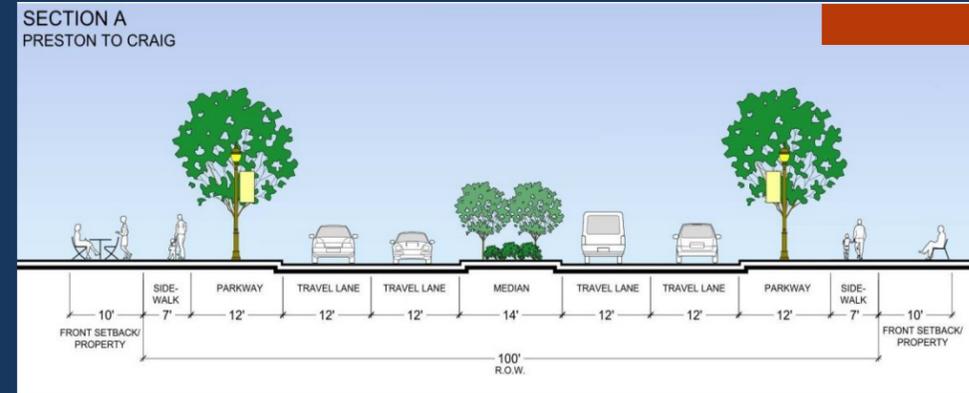
**Section C:** Two lane divided boulevard with a large center median containing landscaping. On-street parallel parking is permitted and a landscaped parkway separates pedestrians from traffic.

**Section D:** Two lane undivided urban roadway. Wide 20' sidewalks accommodate patio seating, pedestrian traffic and street trees. On-street angled parking is permitted and bulb-outs are located at intersections to enhance pedestrian visibility at crosswalks.

**Section E:** Two lane undivided roadway with on-street parallel parking and an immediately adjacent 8' sidewalk. A large private setback of 25' is included.

**Section F:** Two lane undivided roadway with on-street parallel parking and a 15' sidewalk. 10' of the sidewalk will be located within the right-of-way and the additional 5 feet will be a 5' setback to building face.

**Section G:** Two lane divided roadway with a center median containing landscaping. On-street parallel parking and a 10' sidewalk are included.



**Land Use**

The predominant land use within Old Town will be **single-family residential**. All infill development within such areas should conform to the architectural guidelines established for the Old Town district. Such guidelines are created to protect the continuity of look and feel within Old Town.

Along Broadway and First Street, single-family uses will gradually transition to boutique, cottage-style **office** and/or specialty retail uses. Broadway west of Coleman, will be the retail core of the downtown.

Shops, restaurants, and small office uses may be located within the **main street retail** area. This area is intended to be the heart and main activity center of the Old Town Area. As redevelopment occurs, building frontages should be brought to the property line to be consistent with ultimate streetscape improvements.

Adjacent to the retail core, a **mixed-use** district incorporating mixed use lofts/apartments will serve as a buffer between the Business Park and the core of Old Town. This area will also provide rooftops that service adjacent retail establishments.

The **Green space** area will serve as a community park and its location adjacent to the retail core of Old Town and the mixed-use district will make it an opportunistic and useable open space area.

Niche **retail** is recommended along Preston Road and at the northern end of Coleman. Retail development within these areas should fit within the architectural framework of the Old Town area. Setbacks should be reduced, when possible, along Coleman and Broadway to frame the roadways.



**DEVELOPMENT SERVICES  
 DEPARTMENT**  
 P.O. Box 307  
 Prosper, TX 75078  
 Phone: 972-346-3502  
 Fax: 972-347-2842

**REPLY FORM**

**SUBJECT:**

Zoning Case Z14-0003: The Town of Prosper has received a request to rezone 0.4± acre from Single Family-15 (SF-15) to Downtown Office (DTO).

**LOCATION OF SUBJECT PROPERTY:**

The property is located on the northwest corner of Craig Road and First Street (713 E. First Street).

**DESCRIPTION OF THE REQUEST:**

The Downtown Office District is established to maintain existing and encourage additional office development in the original downtown portion of the Town. Standards for vehicle parking, building set-backs, and building height are similar to those existing on developed properties in this section of the Town. This district will accommodate a variety of office developments providing for professional, financial, medical, and similar services for local residents and service uses necessary to support such office uses.

- I OPPOSE the request as described in the notice of public hearing.
- I DO NOT OPPOSE the request as described in the notice of public hearing.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CLAYTON WALWOOD  
Name (please print)

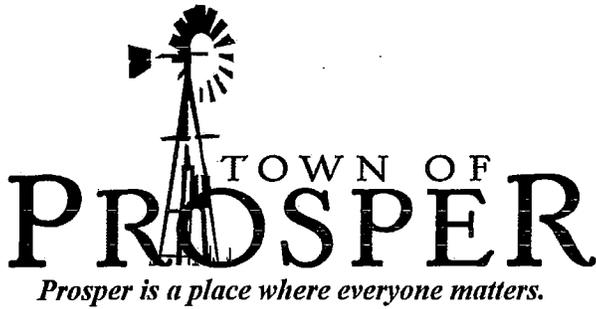
Clayton Walwood  
Signature

709 E. FIRST ST  
Address

1/26/14  
Date

PROSPER TX 75071  
City, State, and Zip Code

CLAYTONWALWOOD@STANINC.NET  
E-mail Address



**DEVELOPMENT SERVICES  
DEPARTMENT**  
P.O. Box 307  
Prosper, TX 75078  
Phone: 972-346-3502  
Fax: 972-347-2842

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- I DO NOT OPPOSE the request as described in the notice of public hearing.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Prosper Bank  
 Bobby L. Lowrimore, President  
 Name (please print)

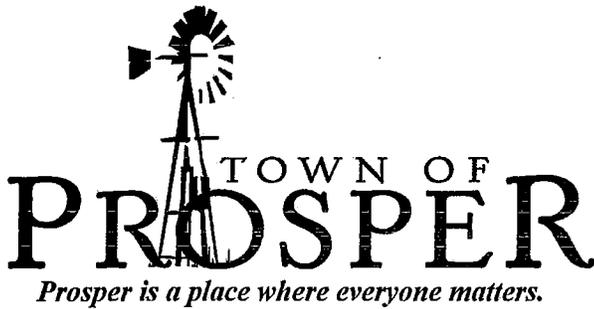
805 E. First Street  
 Address

Prosper, Tx 75078  
 City, State, and Zip Code

*Bobby L. Lowrimore*  
 Signature

1-27-18  
 Date

blowrimore@bankprosper.com  
 E-mail Address



**DEVELOPMENT SERVICES  
DEPARTMENT**  
P.O. Box 307  
Prosper, TX 75078  
Phone: 972-346-3502  
Fax: 972-347-2842

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- I OPPOSE the request as described in the notice of public hearing.  
 I DO NOT OPPOSE the request as described in the notice of public hearing.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

DAVE R. WILLIAMS

Name (please print)

1821 GENTLE WAY

Address

PROSPER, TX 75078

City, State, and Zip Code

Dave R. Williams

Signature

1/29/2014

Date

davew@drwhomes.com

E-mail Address



## FINANCE

**To: Mayor and Town Council**

**From: Kent R. Austin, Finance Director**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – February 25, 2014**

---

**Agenda Item:**

Consider and act upon authorizing the Town Manager to enter into an Alternative Funding Procedure Agreement between the Town of Prosper and the Upper Trinity Regional Water District (UTRWD).

**Description of Agenda Item:**

The Town is one of four customers of UTRWD's planned Doe Branch wastewater treatment plant. The Town's share of the plant is approximately \$16 million. The Town's Participant Member Contract with UTRWD, dated December 4, 2007, generally assumes that UTRWD will issue revenue bonds to finance the Doe Branch plant, but provides the Town the right to use an "alternative funding procedure" that requires the Town to make an up-front payment (with cash or bond proceeds) to fund its share of the permitting, design, land acquisition, construction, project management and overhead costs of the plant.

To satisfy statutory requirements for the issuance of certificates of obligation to acquire capacity in a sewage treatment plant, and to clarify and detail the alternate funding procedure, the Town and District must enter into this agreement which supplements the 2007 contract. By financing its participation apart from UTRWD, the Town expects to save approximately \$1 million (the Town's Combination Tax and Surplus Revenue Certificates of Obligation, Series 2014).

**Budget Impact:**

The agreement allows the Town to pay for its share of the Doe Branch wastewater treatment plant by issuing its own debt, supplemented by cash reserves.

**Legal Obligations and Review:**

Dan Culver, with McCall, Parkhurst & Horton L.L.P., serves as the Town's Bond Counsel and has written the agreement.

**Attached Documents:**

1. Alternative Funding Procedure Agreement

**Town Staff Recommendation:**

Town staff recommends approval of the Agreement.

**Proposed Motion:**

I move to authorize the Town Manager to enter into an Alternative Funding Procedure Agreement with the Upper Trinity Regional Water District.

**UPPER TRINITY REGIONAL WATER DISTRICT  
NORTHEAST REGIONAL WATER RECLAMATION SYSTEM  
ALTERNATIVE FUNDING PROCEDURE AGREEMENT**

**WITH**

**THE TOWN OF PROSPER, TEXAS**

**THE STATE OF TEXAS   §  
  §  
COUNTY OF DENTON   §**

This **AGREEMENT** (the “Agreement”) is made and entered into this 6<sup>th</sup> day of March, 2014, by and between the **UPPER TRINITY REGIONAL WATER DISTRICT** (the “District”) and the **TOWN OF PROSPER, TEXAS** (“Prosper”) to clarify the Alternative Funding Procedure contained in the Participating Member Contract for the District’s Northeast Water Reclamation System between the District and Prosper, which contract is dated December 4, 2007 (the “Contract”).

**WITNESSETH:**

**WHEREAS**, Prosper is a home rule municipality operating under the Constitution and laws of the State of Texas; and

**WHEREAS**, Prosper is a Participating Member in the District’s Northeast Regional Water Reclamation System (the “System”) and has contracted with the District for treatment of a portion of its wastewater at the District’s planned Doe Branch Water Reclamation Plant (“Plant”); and

**WHEREAS**, Prosper and other participating entities have requested the District to provide wastewater service in the Doe Branch basin, which service will require construction of the Plant and related facilities, pipeline, metering facilities and associated improvements with an expected initial treatment capacity for wastewater of approximately 2.0 MGD (the “Initial Plant Capacity”); which Plant, together with the Doe Branch trunk line and other related facilities and improvements, are defined in the Contract as “Project”; all of which are a part of the System; and

**WHEREAS**, the Contract provides for Prosper’s share of the Initial Plant Capacity to be 1.0 MGD, based on average flow; and

**WHEREAS**, the District proposes to begin construction of the Plant in the first half of 2014; and

**WHEREAS**, the Contract provides for the District to provide construction funding for the Plant on behalf of all participants in the Plant, subject to an “Alternative Funding Procedure”

whereby Prosper may elect to provide a portion or all of its share of the capital cost of the Plant as an up-front payment; and

**WHEREAS**, Prosper has notified the District that it has elected to use the Alternative Funding Procedure as provided in the Contract to fund its share of the cost of permitting, design, land acquisition, construction, project management and overhead costs not previously funded by Prosper (the “Project Costs”) with respect to the Initial Plant Capacity; and

**WHEREAS**, Prosper has further notified the District that it intends to issue certificates of obligation (the “Town’s Certificates”) to fund a portion of its share of the Initial Plant Capacity in the manner specified in Section 271.045(c) - (e) of the Texas Local Government Code, with any part of its share not funded with certificates of obligation to be paid from other lawfully available funds; and

**WHEREAS**, the parties hereto desire to enter into this Agreement to clarify the Alternative Funding Procedure in a manner sufficient to satisfy the requirements of Section 271.045(c) – (e) of the Texas Local Government Code, to permit Prosper to utilize certificates of obligation to fund its share of the Initial Plant Capacity; and

**WHEREAS**, pursuant to the Contract, Prosper is responsible for its pro rata share of the common-to-all costs of the Plant and the Project, including approximately 0.1 MGD of the Initial Plant Capacity that is not currently contracted for or subscribed by any of the participants in the System, and for other common-to-all costs covered by the Contract (the “Common Costs”); and

**WHEREAS**, the District and Prosper are authorized to enter into this Agreement pursuant to the Act (as defined in the Contract) and Chapter 791 of the Texas Government Code, and other applicable laws.

**NOW, THEREFORE**, the District and Prosper agree as follows:

1. **Incorporation of Preambles.** The findings contained in the preambles to this Agreement are incorporated herein and made a part hereof for all purposes.
2. **Defined Terms.** Capitalized terms used herein shall have the meanings provided for such terms herein, or, if not defined herein, shall have the meanings provided for such terms in the Contract.
3. **Provisions of the Contract Prevail.** If there is any conflict between the provisions of this Agreement and the provisions of the Contract, the provisions of the Contract shall prevail.
4. **Project Costs.** As one element of Project costs, the District intends to pursue the construction of the Plant in accordance with a construction manager at risk procurement process, as provided in Subchapter F of Chapter 2267 of the Texas Government Code. Based on such procurement process, the District has or expects to enter into a contract for guaranteed maximum

price for the construction of the Plant, subject to potential changes in the scope of the construction that may be determined by the District to be required for the completion of the Plant (“Change Orders”). A preliminary estimate of the Project Costs, including the construction of the Plant, is attached hereto as Exhibit A. For the line item “Engineering & Inspection (Staff)” in Exhibit A, the District will provide time and charges on a quarterly basis during the course of construction and for the line item “Project Management and Overhead” in Exhibit A, the District will provide actual expenses on a fiscal year basis during the course of construction and a reconciliation of both items at the time of settle-up pursuant to Section 9 hereof. To the extent practicable, the District, at least 30 days prior to approval of any proposed Change Orders, shall provide to Prosper copies of such Change Orders which would increase costs above the guaranteed maximum price of the construction contract for the Plant.

5. **Prosper Capacity in Plant.** Upon payment of all costs provided by this Agreement and by the Contract, including its share of the Project Costs under the Alternative Funding Procedure, which shall be one-half (1/2) of the actual Project Costs (the “Prosper Share”), Prosper shall have capacity rights in the Plant as set forth in the Contract. On a timely basis, the District will give notice to Prosper of the amount of the Prosper Share and the time for said amount to be deposited. The amount of capacity for which Prosper has contracted in the Initial Plant Capacity is an average flow of 1.0 mgd as set forth in Exhibit B of the Contract, which amount is subject to change from time to time by mutual agreement pursuant to the Contract to provide for the future requirements of Prosper for adequate wastewater treatment capacity in the Plant. For so long as the Contract is maintained current by the terms thereof and for so long as Prosper is in material compliance with the Contract, Prosper shall have the right to utilize said treatment capacity at the Plant for the term of the Contract as provided in Section 5.02 thereof (the “Prosper Use Rights”); and further, it is the intent of the parties that, subject to said Contract being maintained current, Prosper shall have the Prosper Use Rights during the useful life of the assets funded by Prosper with the Town’s Certificates. Prosper and the District agree and understand that to maintain said Prosper Use Rights, Prosper shall be obligated to pay its share of cost for future capital improvements and for cost of operation and maintenance related thereto to fulfill or comply with regulatory requirements and to keep all facilities of the Plant and System in proper condition and working order.

6. **Prepayment of Capital Cost.** The Prosper Share to be deposited with the District shall be applied toward Prosper’s obligations under the Contract. Subject to any subsequent Change Orders approved by District and subject to the settle-up procedure at the end of Project construction, it is hereby agreed that upon the deposit of the Prosper Share with the District in accordance with Section 7 of this Agreement, Prosper shall have prepaid and therefore fully discharged its responsibility for the Capital Cost component of the Annual Requirement with respect to the Prosper Share of Initial Plant Capacity, not including future capital improvements and such portion of the Annual Requirement related to Common Costs, as provided in the Contract. Other than with respect to Common Costs and future capital improvements, Prosper shall not be billed, nor shall it be obligated to make payment to the District, for any costs incurred by the District in connection with the issuance of District bonds for the Initial Plant Capacity, including, without limitation, to fund any part of a debt service reserve account,

arbitrage rebate account, interest and sinking fund or costs of issuance. In addition, as provided in the Contract (Exhibit D, Paragraph 20(c)), upon the deposit of the Prosper Share with the District, Prosper shall no longer be obligated to pay Building Activity Fees to the District for the Initial Plant Capacity. While Prosper shall have no obligation to pay such Building Activity Fees, it may, in its sole discretion, collect such Building Activity Fees and make payment thereof to the District. In such event, the District will apply the funds so received from Prosper to the cost of future capital improvements owed by Prosper for the Project or System in accordance with the Contract. The collection and payment of any such Building Activity Fees by Prosper under the Contract shall not impair or limit Prosper's ability to impose additional rates, charges or other fees for development within Prosper as authorized by law.

Notwithstanding the foregoing, no provision of this Agreement shall change the obligation of Prosper or any other participant in the System under the Contract, including specifically Sections 3.09 and 4.10 thereof, to pay the redetermined percentage of the Annual Requirement, including such portion of the Annual Requirement related to the District bonds issued for the Initial Plant Capacity, in the event any Customer becomes delinquent in payments to the District.

7. **Deposit of Prosper Share.** Prosper shall deposit an amount equal to the Prosper Share with the District on or before March 27, 2014 or such later date as notified by the District. The District shall invest such funds according to the investment policy of the District. Prosper shall have no responsibility for the loss of any value relating to the investment of the funds so deposited with the District. Funds deposited by Prosper shall be applied by the District to pay costs of the Project during the course of construction on a pro rata basis with the proceeds of District bonds and other available funds.

8. **Additional Costs.** In the event that Change Orders are determined by the District to be necessary with respect to the Plant or the Project Costs, and if the Change Orders propose to increase the Prosper Share (the "Prosper Additional Cost"), Prosper agrees to arrange for Prosper Additional Cost to be paid on a timely basis as determined by District. Prosper may elect to fund the Prosper Additional Cost in any one or more of the following ways: (1) by allocating Investment Income, if any; (2) by funding such cost from any lawfully available funds of Prosper under the Alternative Funding Procedure in the Contract; or (3) by requesting the District to advance funds to Prosper to cover the Prosper Additional Cost. However, the District shall not be obligated to advance funds to Prosper to cover the Prosper Additional Cost. Any amounts deposited by Prosper with the District in satisfaction of the obligation to fund the Prosper Additional Cost shall be administered and invested in the manner provided in Section 7 of this Agreement with respect to the Prosper Share. In the event that Prosper requests the District to advance funds to cover all or part of the Prosper Additional Cost, and the District agrees to advance funds for that purpose, Prosper will be obligated to pay the appropriate portion of the Annual Requirement related thereto, as provided in the Contract.

9. **Settle-Up.** Upon completion of the Plant, and subject to the provisions of Section 8 hereof, the District shall rebate to Prosper any excess amount that exceeds the cost of the Project on a pro rata basis, and such rebate shall include investment earnings, if any, attributable to the

funds deposited by Prosper (the “Investment Income”). In like manner, if there should be a shortfall in payment(s) made by Prosper for its share of Project costs, Prosper agrees to make prompt supplemental payment thereof upon notice from District.

10. **Supplemental Agreement.** This Agreement clarifies the Alternative Funding Procedure pursuant to the Contract with respect to the matters provided herein. All provisions of the Contract shall remain fully applicable to the parties hereto.

11. **Severability.** The parties hereto specifically agree that in case any one or more of the sections, provisions, clauses or words of this Agreement or the application of such sections, provisions, clauses or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality or contravention shall not affect any other sections, provisions, clauses or words of this Agreement or the application of such sections, provisions, clauses or words to any other situation or circumstance, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, provision, clause or word had not been included herein, and the rights and obligations of the parties hereto shall be construed and remain in force accordingly.

[Signature pages follow].

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original, effective as of the day and year first above written.

**UPPER TRINITY REGIONAL WATER DISTRICT**

\_\_\_\_\_  
President, Board of Directors

**ATTEST:**

\_\_\_\_\_  
Secretary, Board of Directors

[District Seal]

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Counsel for the District

**TOWN OF PROSPER, TEXAS**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
Town Secretary

[Town Seal]

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Counsel for the Town

## Exhibit A

Doe Branch Water Reclamation Project  
Preliminary Estimate Of Project Costs

Construction	\$ 23,850,000
Engineering (Consulting)	\$ 2,493,562
Engineering & Inspection (Staff)	\$ 868,885
Project Management & Overhead	\$ 2,460,742
Land & Permits	<u>\$ 1,484,655</u>
Total	\$ 31,157,844



## FINANCE

**To:** Mayor and Town Council  
**From:** Kent R. Austin, Finance Director  
**Through:** Harlan Jefferson, Town Manager  
**Re:** Town Council Meeting – February 25, 2014

---

**Agenda Item:**

Consider and act upon all matters incident and related to the issuance and sale of the Town of Prosper, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2014, including the adoption of an ordinance authorizing the issuance of such Certificates, approving an Official Statement, a Bond Purchase Agreement, a Paying Agent/Registrar Agreement, and an engagement letter of Bond Counsel.

**Description of Agenda Item:**

On December 16, 2013, the Town Council approved a resolution directing staff to publish notice of the Town's intent to issue Town of Prosper Combination Tax and Surplus Revenue Certificates of Obligation to fund the Town's share of the Doe Branch wastewater treatment plant, in an amount not to exceed \$16 million. The plant is being built by the Upper Trinity Regional Water District for the benefit of Prosper, the City of Celina, Mustang Special Utility District, and Denton County Fresh Water Supply District #10. UTRWD is issuing its own bonds to fund the remainder of the project.

The attached analysis shows that the Town will save nearly \$1 million by providing its own funding, known as the alternate funding procedure, instead of relying on UTRWD to finance Prosper's share. Prosper staff proposes funding \$13 million of its \$16 million share by debt, with the remaining \$3 million funded by cash in the Water/Sewer Fund. A separate budget amendment ordinance is included on the agenda that would increase the Sewer Department budget by \$3 million to fund this share.

**Budget Impact:**

If the Certificates of Obligation are approved, debt service payments would begin, totaling approximately \$251,334 in FY 2014 and \$982,669 in FY 2015. These amounts would be integrated into the Town's sewer rates. Consultants for the Town project a sewer increase of 5.4% would be needed. The annual amount of debt service for the Certificates would be approximately \$982,000 from FY 2016 through FY 2034.

**Legal Obligations and Review:**

Dan Culver, with McCall, Parkhurst & Horton L.L.P., serves as the Town's Bond Counsel and has written the authorizing ordinance.

**Attached Documents:**

1. Comparison of Financings to Provide \$13 Million in Project Proceeds

2. Ordinance authorizing the issuance and sale of Town of Prosper, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2014.

**Town Staff Recommendation:**

Staff recommends adoption of all matters incident and related to the issuance and sale of the Town of Prosper, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2014, including the adoption of an ordinance authorizing the issuance of such Certificates, approving an Official Statement, a Bond Purchase Agreement, a Paying Agent/Registrar Agreement, and an engagement letter of Bond Counsel.

**Proposed Motion:**

I move to approve an ordinance authorizing the issuance of the Town's Combination Tax and Surplus Revenue Certificates of Obligation, Series 2014, including the adoption of an ordinance authorizing the issuance of such Certificates, approving an Official Statement, a Bond Purchase Agreement, a Paying Agent/Registrar Agreement, and an engagement letter of Bond Counsel.

# Town of Prosper

## Comparison of Financings to Provide \$13 Million in Project Proceeds

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>
Fiscal Year End	<b>Issuance of Contract Revenue Bonds through UTRWD <sup>(1)</sup></b>				<b>Issuance of Town Certificates of Obligation <sup>(2)</sup></b>			Difference (E-H)
	Principal	Interest	LESS: DSRF	Total P+I	Principal	Interest	Total P+I	
2014	\$ -	\$ 214,731	\$ -	\$ 214,731	\$ -	\$ 192,377	\$ 192,377	\$ 22,354
2015	530,000	533,125	-	1,063,125	485,000	477,625	962,625	100,500
2016	540,000	521,200	-	1,061,200	495,000	466,713	961,713	99,488
2017	555,000	509,050	-	1,064,050	505,000	455,575	960,575	103,475
2018	565,000	496,563	-	1,061,563	520,000	444,213	964,213	97,350
2019	580,000	483,850	-	1,063,850	530,000	432,513	962,513	101,338
2020	590,000	470,800	-	1,060,800	545,000	420,588	965,588	95,213
2021	605,000	455,313	-	1,060,313	555,000	406,963	961,963	98,350
2022	625,000	437,163	-	1,062,163	570,000	391,006	961,006	101,156
2023	645,000	416,069	-	1,061,069	590,000	372,481	962,481	98,588
2024	670,000	393,494	-	1,063,494	610,000	351,831	961,831	101,663
2025	695,000	368,369	-	1,063,369	635,000	329,719	964,719	98,650
2026	725,000	338,831	-	1,063,831	660,000	302,731	962,731	101,100
2027	755,000	308,019	-	1,063,019	690,000	274,681	964,681	98,338
2028	785,000	275,931	-	1,060,931	720,000	245,356	965,356	95,575
2029	820,000	242,569	-	1,062,569	750,000	214,756	964,756	97,813
2030	855,000	207,719	-	1,062,719	780,000	182,881	962,881	99,838
2031	890,000	171,381	-	1,061,381	815,000	149,731	964,731	96,650
2032	930,000	132,444	-	1,062,444	850,000	115,094	965,094	97,350
2033	970,000	90,594	-	1,060,594	885,000	78,969	963,969	96,625
2034	1,015,000	46,944	(1,051,776)	10,168	920,000	40,250	960,250	(950,082)
	<u>\$ 14,345,000</u>	<u>\$ 7,114,156</u>	<u>\$ (1,051,776)</u>	<u>\$ 20,407,380</u>	<u>\$ 13,110,000</u>	<u>\$ 6,346,052</u>	<u>\$ 19,456,052</u>	<u>\$ 951,328</u>

(1) Provides \$13.0 million in project proceeds. Based on BAM insured, "Baa1/BBB+" underlying estimated interest rates as of 2.18.14 + 0.25%. Debt service reserve fund (DSRF) requirement is based off of average annual debt service. Preliminary, subject to change.

(2) Provides \$13.0 million in project proceeds. Based on "Aa2/AA" estimated interest rates as of 2.18.14 + 0.25%. Preliminary, subject to change.

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**ORDINANCE NO. 14-\_\_  
OF THE TOWN OF PROSPER, TEXAS**

**AUTHORIZING THE ISSUANCE OF**

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**TOWN OF PROSPER, TEXAS  
COMBINATION TAX AND SURPLUS REVENUE  
CERTIFICATES OF OBLIGATION, SERIES 2014**

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**ORDINANCE NO. 14-\_\_****AUTHORIZING THE ISSUANCE AND SALE OF TOWN OF PROSPER, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2014; LEVYING AN ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID CERTIFICATES AND PROVIDING OTHER SECURITY; APPROVING AN OFFICIAL STATEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; ENGAGING BOND COUNSEL; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT**

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<b>THE STATE OF TEXAS</b>	§
<b>COLLIN AND DENTON COUNTIES</b>	§
<b>TOWN OF PROSPER</b>	§

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Issuer") deems it advisable to issue Certificates of Obligation in the principal amount of \$13,090,000 for paying all or a portion of the Town's contractual obligations incurred in connection with extending, constructing and improving the Town's sewer system, including acquiring sewage treatment capacity in the Doe Branch Water Reclamation Plant of the Upper Trinity Regional Water District ("Upper Trinity"), which is to be owned and operated by Upper Trinity as part of its Northeast Regional Water Reclamation System, and for paying legal, fiscal, engineering and architectural fees in connection with these projects; and

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code, as amended, and particularly Section 271.045(c) thereof, and Chapter 1502, Government Code, as amended; and

WHEREAS, the Town Council has heretofore passed a resolution authorizing and directing the Town Secretary to give notice of intention to issue Certificates of Obligation; and

WHEREAS, said notice has been duly published in a newspaper of general circulation in the Issuer, said newspaper being a "newspaper" as defined in §2051.044, Texas Government Code; and

WHEREAS, said notice indicated that this Ordinance would be considered for adoption by the Town Council at a meeting of the Council to be held on February 11, 2014; and

WHEREAS, the Town Council considered it necessary and appropriate to defer the date of adoption of the Ordinance to a meeting held on February 25, 2014, and therefore, in open meeting on February 11, 2014 it was announced that this matter would be deferred to February 25, 2014; and

WHEREAS, to the time of adoption of this Ordinance, the Issuer received no petition from the qualified electors of the Issuer protesting the issuance of such Certificates of Obligation; and

WHEREAS, it is considered to be to the best interest of the Issuer that said interest bearing Certificates of Obligation be issued.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER:

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The certificates of the Issuer are hereby authorized to be issued and delivered in the aggregate principal amount of \$13,090,000 for the purpose of paying all or a portion of the Town's contractual obligations incurred in connection with extending, constructing and improving the Town's sewer system, including acquiring sewage treatment capacity in the Doe Branch Water Reclamation Plant of the Upper Trinity Regional Water District ("Upper Trinity"), which is to be owned and operated by Upper Trinity as part of its Northeast Regional Water Reclamation System, and for paying legal, fiscal, engineering and architectural fees in connection with these projects (collectively, the "Project").

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, MATURITIES OF CERTIFICATES AND INTEREST RATES. Each certificate issued pursuant to this Ordinance shall be designated: "TOWN OF PROSPER, TEXAS, COMBINATION TAX AND SURPLUS REVENUE CERTIFICATE OF OBLIGATION, SERIES 2014", and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, dated February 15, 2014, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 11 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"). The Certificates shall mature on August 15 in the years and in the principal amounts and interest rates set forth below, interest on each Certificate accruing on the basis of a 360-day year of twelve 30-day months from the date of initial delivery of the Certificates to the purchaser thereof or the most recent interest payment date to which interest has been paid or provided for at the per annum rates of interest, payable semiannually on February 15 and August 15 of each year until the principal amount shall have been paid or provision for such payment shall have been made, commencing February 15, 2014, as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2015			2025		
2016			2026		
2017			2027		
2018			2028		
2019			2029		
2020			2030		
2021			2031		
2022			2032		
2023			2033		
2024			2034		
			2035		

Section 3. CHARACTERISTICS OF THE CERTIFICATES. (a) Registration, Transfer, Conversion and Exchange; Authentication. The Issuer shall keep or cause to be kept at the corporate trust office of U.S. Bank National Association, Dallas, Texas, the "Paying Agent/Registrar"), books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

Except as provided in Section 3(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Government Code, and particularly Subchapter D thereof, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates that initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Certificates and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all

payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the Issuer at least 35 days prior to any such redemption date), (iii) may be converted and exchanged for other Certificates, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificate initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(d) Book-Entry Only System. The Certificates issued in exchange for the Certificate initially issued to the initial purchaser specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown on the

Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(e) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representations letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate certificated Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(f) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representations letter of the Issuer to DTC.

(g) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the

purchaser designated in Section 11 or its designee, executed by manual or facsimile signature of the Mayor (or in the absence thereof, by the Mayor Pro-tem) and Town Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Certificate, the Paying Agent/Registrar shall cancel the initial Certificate and deliver to the Depository Trust Company on behalf of such purchaser one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity.

(h) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) [Form of Certificate]

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS TOWN OF PROSPER, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATE OF OBLIGATION, SERIES 2014	PRINCIPAL AMOUNT \$ _____	
Interest Rate	Date of Initial Delivery	Maturity Date	CUSIP No.
	March __, 2014	August 15, ____	

REGISTERED OWNER:

PRINCIPAL AMOUNT:     DOLLARS

ON THE MATURITY DATE specified above, the Town of Prosper, in Collin and Denton Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Date of Initial Delivery set forth above at the Interest Rate per annum specified above. Interest is payable on August 15, 2014 and semiannually on each February 15 and August 15 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the corporate trust office of U.S. Bank National Association in Dallas, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for redemption and payment at the corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated February 15, 2014, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$13,090,000 for the purpose of paying all or a portion of the Town's contractual obligations incurred in connection with extending, constructing and improving the Town's sewer system, including acquiring sewage treatment capacity in the Doe Branch Water Reclamation Plant of the Upper Trinity Regional Water District ("Upper Trinity"), which is to be owned and operated by Upper Trinity as part of its Northeast Regional Water Reclamation System, and for paying legal, fiscal, engineering and architectural fees in connection with these projects.

THE CERTIFICATES OF THIS SERIES having stated maturities on and after August 15, 2025 may be redeemed prior to their scheduled maturities, at the option of the Issuer, on August 15, 2024 or on any date thereafter, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE CERTIFICATES scheduled to mature on August 15, 20\_\_ (the "Term Certificates") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Certificates, on the dates and in the respective principal amounts, set forth in the following schedule:

Term Certificate  
Maturity: August 15, 20

Mandatory Redemption Date	Principal Amount
August 15, 20__	
August 15, 20__	
August 15, 20__	
August 15, 20__(maturity)	

The principal amount of Term Certificates of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Certificates of the same maturity which, at least 45 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

AT LEAST 30 DAYS prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the registered owner of each Certificate to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee

or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that this Certificate is a general obligation of said Issuer, issued on the full faith and credit thereof; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a pledge of the revenues of the Issuer's combined Waterworks and Sewer Systems remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of said revenues, all as provided in the Certificate Ordinance.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor (or in the absence thereof, by the Mayor Pro-tem) of the Issuer and countersigned with the manual or facsimile signature of the Town Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

\_\_\_\_\_  
(signature)  
Town Secretary

\_\_\_\_\_  
(signature)  
Mayor

(SEAL)

(b) [Form of Paying Agent/Registrar's Authentication Certificate]

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE  
(To be executed if this Certificate is not accompanied by an  
executed Registration Certificate of the Comptroller  
of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: \_\_\_\_\_

\_\_\_\_\_  
U.S. Bank National Association  
Dallas, Texas  
Paying Agent/Registrar

By: \_\_\_\_\_  
Authorized Representative

(c) [Form of Assignment]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_.

Please insert Social Security or Taxpayer Identification Number of Transferee \_\_\_\_\_

(Please print or typewrite name and address, including zip code, of Transferee.) \_\_\_\_\_

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(d) [Form of Registration Certificate of the Comptroller of Public Accounts]

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

\_\_\_\_\_  
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) [Initial Certificate Insertions]

(i) The initial Certificate shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. \_\_\_\_\_" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE TOWN OF PROSPER, TEXAS (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on August 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates</u>	<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates</u>
2015			2025		
2016			2026		
2017			2027		
2018			2028		
2019			2029		
2020			2030		
2021			2031		
2022			2032		
2023			2033		
2024			2034		
			2035		

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Date of Initial Delivery set forth above at the respective Interest Rate per annum specified above. Interest is payable on August 15, 2014 and semiannually on each February 15 and August 15 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

Section 5. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer at an official depository bank of the Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Certificates. All amounts received from the sale of the Certificates as accrued interest and ad valorem taxes levied and collected for and on account of the Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of the Certificates are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on the Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Certificates as such principal matures (but never less than 2% of the original amount of the Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer, for each year while any of the Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

Section 6. SURPLUS REVENUES. The Certificates are additionally secured by and payable from a pledge of the revenues of the Issuer's combined Waterworks and Sewer Systems remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of the Net Revenues of the Issuer's Waterworks and Sewer Systems, constituting "Surplus Revenues." The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to Section 5, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of Section 5, if Surplus Revenues are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to Section 5 may be reduced to the extent and by the amount of the Surplus Revenues then on deposit in the Interest and Sinking Fund. The Issuer reserves the right, without condition or limitation, to issue other obligations secured in whole or in part by a parity lien on and pledge of the Surplus Revenues, for any purpose permitted by law.

Section 7. DEFEASANCE OF CERTIFICATES. (a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section 7, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be

made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to the Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsection 7(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 7(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by Texas law that are eligible to refund, defease or otherwise discharge obligations such as the Certificates.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

#### Section 8. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Subchapter D of Chapter 1201, Government Code, this Section 8 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 9. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION AND ENGAGEMENT; ATTORNEY GENERAL FILING FEE; CUSIP NUMBERS; OTHER PROCEDURES. (a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates.

(b) The Mayor, Town Manager, Finance Director and Town Secretary and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates and the Official Statement relating to the Certificates. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

(c) The obligation of the initial purchaser to accept delivery of the Certificates is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Certificates is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as

may be approved by the Mayor of the Issuer and the Mayor is hereby authorized to execute such engagement letter.

(d) In accordance with the provisions of Section 1202.004, Tex. Gov't Code Ann., in connection with the submission of the Certificates by the Attorney General of Texas for review and approval, a statutory fee (an amount equal to 0.1% principal amount of the Certificates, subject to a minimum of \$750 and a maximum of \$9,500) is required to be paid to the Attorney General upon the submission of the transcript of proceedings for the Certificates. The Issuer hereby authorizes and directs that a check in the amount of the Attorney General filing fee for the Certificates, made payable to the "Texas Attorney General," be promptly furnished to the Issuer's Bond Counsel, for payment to the Attorney General in connection with his review of the Certificates.

Section 10. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as Obligation described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(a) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(b) to take any action to assure that in the event that the "private business use" described in subsection (a) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(c) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(d) to refrain from taking any action that would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(e) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(f) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with

(1) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(2) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(g) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(h) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

In order to facilitate compliance with the above covenant (h), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

For purposes of the foregoing (a) and (b), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the

extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

Section 11. SALE OF CERTIFICATES; APPROVAL OF OFFICIAL STATEMENT; APPLICATION OF PREMIUM. (a) The Certificates are hereby initially sold and shall be delivered to \_\_\_\_\_ (the "Underwriters") for cash at a price set forth below, pursuant to the terms and provisions of a Bond Purchase Agreement that the Mayor of the Issuer is hereby authorized to execute and deliver. The Certificates shall initially be registered in the name of "\_\_\_\_\_". The Certificates are sold to the Underwriters at a price of \$\_\_\_\_\_ (representing the par amount of the Certificates, plus an aggregate original issue premium of \$\_\_\_\_\_, less Underwriter's discount on the Certificates of \$\_\_\_\_\_). A portion of the net original issue premium shall be applied to pay the Underwriter's discount. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable.

(b) Excess proceeds from the sale of the Certificates in the amount of \$\_\_\_\_\_ shall be deposited to the Interest and Sinking Fund. Proceeds of the sale of the Certificates (i) in the amount of \$\_\_\_\_\_ shall be deposited to the construction fund of the Issuer to be used for the construction of the Project financed with the Certificates and (ii) in the amount of \$\_\_\_\_\_ shall be applied to pay the costs of issuance of the Certificates.

(c) The Issuer hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Underwriter in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated February \_\_, 2014 prior to the date hereof is hereby ratified and confirmed.

Section 12. ALLOCATION OF CERTIFICATE PROCEEDS. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an

opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 13. **DISPOSITION OF PROJECT.** The Issuer covenants that the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 14. **INTEREST EARNINGS ON CERTIFICATE PROCEEDS.** Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the United States of America pursuant to Section 10 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 15. **CONSTRUCTION FUND.** The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2014 Combination Tax and Surplus Revenue Certificate of Obligation Construction Fund" for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

Section 16. **COMPLIANCE WITH RULE 15c2-12.**

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. (i) The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB, within six months after the end of each fiscal year commencing in 2014, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by this Ordinance, being the information described in Exhibit A attached hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the financial statements of the Issuer appended to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not completed within such period, then the Issuer shall provide unaudited financial information within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet website or filed with the SEC.

(c) Event Notices. The Issuer shall notify the MSRB, in a timely manner not in excess of ten Business Days after the occurrence of the event, of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action

- or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (c) of this Section by the time required by subsection (c). As used in clause (c)12 above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if jurisdiction has been assumed by leaving the Board and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

(d) Limitations, Disclaimers, and Amendments. (i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes the Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

Section 17. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and which shall not materially adversely affect the interests of the holders, (v) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (iv) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and which shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates which are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto which may be deemed necessary or desirable by the Issuer; provided, however,

that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

- (1) Make any change in the maturity of any of the outstanding Certificates;
- (2) Reduce the rate of interest borne by any of the outstanding Certificates;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Certificates a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding which are required for the amendment, which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in

aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

Section 18. CONTINUED PERFECTION OF SECURITY INTEREST. Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of the ad valorem taxes granted by the Issuer under Section 5 of this Ordinance and the pledge of the Surplus Revenues under Section 6 of this Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the taxes granted by the Issuer under Section 5 of this Ordinance or the pledge of the Surplus Revenues under Section 6 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledges, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledges to occur.

Section 19. INCONSISTENT PROVISIONS. All indentures, ordinances or resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 20. GOVERNING LAW. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 21. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 22. EVENTS OF DEFAULT. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an event of default (an "Event of Default"):

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

Section 23. REMEDIES FOR DEFAULT. (a) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but

not limited to, a trustee or trustees therefor, may proceed against the may proceed against the Issuer or the Town Council of the Issuer, as appropriate for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

Section 24. REMEDIES NOT EXCLUSIVE. (a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(c) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the Town Council of the Issuer.

Section 25. EFFECTIVE DATE. 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.

## **Exhibit A**

### **Continuing Disclosure Information**

The following information is referred to in Section 16(a) of this Ordinance:

#### **Annual Financial Statements and Operating Data**

The financial information and operating data with respect to the Issuer to be provided annually in accordance with such Section are as specified (and included in the Appendices of the Official Statement referred to) below:

The quantitative financial information and operating data pertaining to the Issuer of the general type included in Tables numbered 1 through 5 and 7 through 14 and in Appendix B to the Official Statement.

The financial statements of the Issuer that will be provided will be unaudited, unless an audit is performed, in which event the audited financial statements will be made available.

#### **Accounting Principles**

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements that are attached to the Official Statement as Appendix C, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.



## FINANCE

**To: Mayor and Town Council**

**From: Kent R. Austin, Finance Director**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – February 25, 2014**

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**Agenda Item:**

Consider and act upon all matters incident and related to the issuance and sale of the Town of Prosper, Texas General Obligation Refunding and Improvement Bonds, Series 2014, including the adoption of an ordinance authorizing the issuance of such Bonds, approving an Official Statement, a Bond Purchase Agreement, a Paying Agent/Registrar Agreement, and an engagement letter of Bond Counsel.

**Description of Agenda Item:**

Existing low interest rates have made refunding of the Town's 2004 bond series favorable. First Southwest Company, the Town's financial advisor, estimates that the Town could save \$630,504 in present value terms on the remaining 10 years of the 2004 series (see attached example). This represents 8.43% of the outstanding \$7,480,000 balance.

Along with the refunding, Town staff is proposing to include \$1,000,000 for projects in the Town's FY 2014 Capital Improvements Program. The projects include: 1) Frontier Park Field Lighting, \$400,000; 2) Windsong Ranch Fire Station, \$300,000; and, 3) Cook Lane Fire Station, \$300,000. The refunding/improvement bonds payment schedule can be structured so that there is minimal effect on the Town's FY 2014 debt service schedule.

**Budget Impact:**

An interest payment is included in the debt service schedule for the refunding/improvement bonds. A budget amendment will be prepared and provided to the Council once the exact amount is known.

**Legal Obligations and Review:**

Dan Culver, with McCall, Parkhurst & Horton L.L.P., serves as the Town's Bond Counsel and has written the authorizing ordinance.

**Attached Documents:**

1. Refunding analysis
2. Ordinance authorizing the issuance and sale of Town of Prosper, Texas, General Obligation Refunding and Improvement Bonds, Series 2014

**Town Staff Recommendation:**

Town staff recommends adoption of an ordinance authorizing the issuance of the Town's General Obligation Refunding and Improvement Bonds, Series 2014.

**Proposed Motion:**

I move to adopt an ordinance authorizing the issuance of the Town's General Obligation Refunding and Improvement Bonds, Series 2014.

# Town of Prosper

## Summary of Series 2004 CO Refunding

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>
	<b>Series 2004 Certificates</b>			<b>Series 2014 GO Refunding Bonds <sup>(1)</sup></b>				
Fiscal Year End	Principal	Interest	Total P+I	Principal	Interest	Total P+I	Delivery Date Transfer <sup>(2)</sup>	Difference (D - G - H)
2014	\$ 550,000	\$ 318,400	\$ 868,400	\$ 555,000	\$ 78,797	\$ 633,797	\$ 234,603	\$ -
2015	570,000	296,400	866,400	620,000	175,525	795,525		70,875
2016	595,000	273,600	868,600	630,000	163,125	793,125		75,475
2017	620,000	249,056	869,056	645,000	150,525	795,525		73,531
2018	645,000	222,706	867,706	655,000	137,625	792,625		75,081
2019	670,000	195,294	865,294	670,000	124,525	794,525		70,769
2020	700,000	166,819	866,819	685,000	111,125	796,125		70,694
2021	730,000	137,069	867,069	700,000	94,000	794,000		73,069
2022	765,000	106,044	871,044	725,000	74,750	799,750		71,294
2023	800,000	72,575	872,575	745,000	52,094	797,094		75,481
2024	835,000	37,575	872,575	770,000	26,950	796,950		75,625
	<u>\$ 7,480,000</u>	<u>\$ 2,075,538</u>	<u>\$ 9,555,538</u>	<u>\$ 7,400,000</u>	<u>\$ 1,189,041</u>	<u>\$ 8,589,041</u>	<u>\$ 234,603</u>	<u>\$ 731,894</u>

(1) Based on interest rates as of 1.15.2014 + 0.20%; preliminary, subject to change.

(2) Represents savings that would otherwise be taken in the current fiscal year. Since the Town has already budgeted for current year debt service, the amount is contributed to the refunding issue in order to downsize that issue. The net effect is that the Town's debt service payment for FYE 2014 is unchanged.

<b>Present Value Savings (\$)</b>	<b>\$ 630,504</b>
<b>Present Value Savings (%)</b>	<b>8.43%</b>

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**ORDINANCE NO. 14-\_\_  
OF THE TOWN OF PROSPER, TEXAS**

**AUTHORIZING THE ISSUANCE OF**

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**TOWN OF PROSPER, TEXAS  
GENERAL OBLIGATION  
REFUNDING AND IMPROVEMENT BONDS  
SERIES 2014**

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**ORDINANCE NO. 14-\_\_****AUTHORIZING THE ISSUANCE AND SALE OF TOWN OF PROSPER, TEXAS GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2014; LEVYING AN ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID BONDS; APPROVING AN OFFICIAL STATEMENT; CALLING CERTAIN OUTSTANDING OBLIGATIONS FOR REDEMPTION PRIOR TO MATURITY; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT**


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**THE STATE OF TEXAS** §  
**COUNTIES OF COLLIN AND DENTON** §  
**TOWN OF PROSPER** §

WHEREAS, certain previously issued and outstanding obligations of the Town of Prosper, Texas (the "Issuer") styled "Town of Prosper, Texas Combination Tax and Revenue Certificates of Obligation, Series 2004", as further described in Schedule I attached hereto and incorporated herein (the "Refunded Obligations") are intended to be and shall be refunded pursuant to this Ordinance;

WHEREAS, Chapter 1207, Texas Government Code, authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, together with any other available funds or resources, directly with a paying agent for the Refunded Obligations or a trust company or commercial bank that does not act as a depository for the Issuer and is named in these proceedings, and such deposit, if made before the payment dates of the Refunded Obligations, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations;

WHEREAS, Chapter 1207, Texas Government Code, further authorizes the Issuer to enter into an escrow or similar agreement with such paying agent for the Refunded Obligations or trust company or commercial bank with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such paying agent or trust company or commercial bank may agree;

WHEREAS, the Town Council hereby finds and declares a public purpose and it is in the best interests of the Issuer to refund the Refunded Obligations in order to achieve a debt service savings, and that such refunding will result in a gross debt service savings of approximately \$\_\_\_\_\_ and a present value debt service savings of \$\_\_\_\_\_ to the Issuer, after taking into account the Issuer's contribution to the refunding;

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized;

WHEREAS, at an election in the Issuer held on May 14, 2011 (the "Election"), the voters of the Issuer approved the issuance of tax bonds by the Issuer in five propositions totaling \$25,040,000.00 for the following purposes and in the following amounts:

<u>Proposition Number</u>	<u>Purpose</u>	<u>Bonds Approved</u>
1	Purpose of acquiring a site for, and designing, a multi-purpose municipal facility to serve as Town Hall and for other municipal services, with any surplus bond proceeds to be used for the construction of such facility.	\$1,250,000
2	Purpose of acquiring a site for, and designing, a public works facility, with any surplus bond proceeds to be used for the construction of such facility.	\$450,000
3	Purpose of designing, constructing, improving and equipping public safety facilities in the Town, to-wit: police and fire stations and facilities to improve and expand the Town's public safety communications system for police, fire, emergency medical service and other communications relating to public safety and emergency conditions, and the acquisition of land and interests in land as necessary for such purposes.	\$3,850,000
4	Purpose of designing, constructing, improving and equipping parks, trails and recreational facilities and a park administration facility, and the acquisition of land and interests in land for such purposes.	\$6,200,000
5	Purpose of constructing, improving, extending, expanding, upgrading and developing streets and roads, bridges and intersections including, utility relocation, landscaping, sidewalks, traffic safety and operational improvements, the purchase of any necessary right-of-way, drainage and other related costs.	\$13,290,000

WHEREAS, the Town Council of the Issuer has heretofore issued its (i) General Obligation Refunding and Improvement Bonds, Series 2011 using \$320,000 of the authorization from Proposition 4, (ii) General Obligation Bonds, Series 2012 using \$3,810,000 of the authorization from Proposition 5 and (iii) General Obligation Bonds, Taxable Series 2012 using \$3,880,000 of the authorization from Proposition 4;

WHEREAS, the Town Council deems it necessary and advisable at this time to authorize, issue and deliver the bonds authorized herein using \$600,000 of the authorization from Proposition 3 for the purposes stated in the preceding paragraph and \$400,000 from Proposition 4, thereby leaving (i) all voted authorization from Propositions 1 and 2, (ii) \$3,250,000 of voted authorization from Proposition 3, (iii) \$1,600,000 of voted authorization from Proposition 4 and (iv) \$9,480,000 of voted authorization from Proposition 5;

WHEREAS, Chapter 1207 authorizes the Issuer to authorize, issue and deliver said voted bonds in conjunction with the issuance of the refunding bonds hereinafter authorized;

WHEREAS, the bonds hereafter authorized are being issued and delivered pursuant to said Chapter 1207 and Chapter 1331 of the Texas Government Code; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The bonds of the Issuer are hereby authorized to be issued and delivered in the aggregate principal amount of \$7,890,000, to wit: \$6,890,000 FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE ISSUER'S OUTSTANDING CERTIFICATES OF OBLIGATION AND \$1,000,000 FOR THE CONSTRUCTION AND EQUIPMENT OF PUBLIC IMPROVEMENTS IN THE ISSUER AS DESCRIBED IN THE PREAMBLE HERETO.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF BONDS. Each bond issued pursuant to this Ordinance shall be designated: "TOWN OF PROSPER, TEXAS, GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND, SERIES 2014," and initially there shall be issued, sold, and delivered hereunder one fully registered bond, without interest coupons, dated February 15, 2014, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with bonds issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial bond being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"), and said bonds shall mature and be payable serially on February 15 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF BOND set forth in Section 4 of this

Ordinance to their respective dates of maturity at the rates per annum, as set forth in the following schedule:

<u>Years</u>	<u>Principal Amount</u>	<u>Interest Rates</u>	<u>Years</u>	<u>Principal Amount</u>	<u>Interest Rates</u>
2015			2025		
2016			2026		
2017			2027		
2018			2028		
2019			2029		
2020			2031		
2021			2032		
2022			2033		
2023			2034		
2024					

### Section 3. CHARACTERISTICS OF THE BONDS.

(a) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the designated corporate trust office of U.S. Bank National Association, in Dallas, Texas (the "Paying Agent/Registrar"), books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 3(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered

for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Government Code, as amended, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds that initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the registered owners thereof, (ii) may be converted and exchanged for other Bonds, (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bonds shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Bond initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Paying Agent/Registrar for the Bonds. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 60 days written notice to the Paying Agent/Registrar,

to be effective not later than 45 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other entity to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Authentication. Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered on the closing date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller.

(f) Book-Entry Only System. The Bonds issued in exchange for the Bond initially issued to the initial purchaser specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person,

other than a Registered Owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds.

(g) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representations letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate certificated Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(h) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representations letter of the Issuer to DTC.

(i) Cancellation of Initial Bond. On the closing date, one initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the purchaser designated in Section 10 or its designee, executed by manual or facsimile signature of the Mayor and Town Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Bond, the Paying Agent/Registrar shall cancel the initial Bond and deliver to the Depository Trust Company on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity.

Section 4. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Bond.

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS  TOWN OF PROSPER, TEXAS GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND SERIES 2014	PRINCIPAL AMOUNT \$ _____
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Interest Rate	Date of Initial Delivery	Maturity Date	CUSIP No.
	March 27, 2014	February 15, ____	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the Town of Prosper, in Collin and Denton Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Date of Initial Delivery set forth above at the Interest Rate per annum specified above. Interest is payable on August 15, 2014 and semiannually on each February 15 and August 15 thereafter to the Maturity Date specified above or the date of redemption prior to maturity; except, if this Bond is required to be authenticated

and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the designated corporate trust office of U.S. Bank National Association, in Dallas, Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for payment at the designated corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the designated corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated as of February 15, 2014, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$7,890,000, to wit: \$6,890,000 for the purpose of providing funds to refund a portion of the Issuer's outstanding certificates of obligation and \$1,000,000 for the construction and equipment of public improvements in the Issuer as described in the Bond Ordinance.

THE BONDS OF THIS SERIES maturing on February 15 in the years \_\_\_\_\_ are subject to mandatory redemption prior to maturity in part at random, by lot or other customary method selected by the Paying Agent/Registrar, at par plus accrued interest to the redemption date, and without premium, with funds on deposit in the Interest and Sinking Fund. Such Bonds shall be redeemed by the Paying Agent/Registrar on February 15 in each of the years and in the principal amounts, respectively, as are set forth in the following schedule:

Bonds Maturing February 15, 20									
Year	Principal Amount								

\*Final maturity of Bond.

The principal amount of the Bonds required to be redeemed pursuant to the operation of such mandatory sinking fund shall be reduced by the principal amount of any Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been purchased by the Issuer and delivered to the Paying Agent/Registrar for cancellation or (ii) redeemed pursuant to the optional redemption provision described below and not theretofore credited against a mandatory sinking fund requirement.

IN ADDITION TO THE MANDATORY REDEMPTION provisions described above, the Bonds of maturing on and after February 15, 2025 may be redeemed prior to their scheduled maturities on any date on or after February 15, 2024, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

AT LEAST 30 DAYS PRIOR to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the registered owner of each Bond to be redeemed at its address as it appeared on the day such notice of redemption is mailed; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Ordinance.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Ordinance, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to

make any such transfer, conversion, or exchange during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, by the Mayor Pro-Tem) and countersigned with the manual or facsimile signature of the Town Secretary of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

\_\_\_\_\_  
(signature)  
Town Secretary

\_\_\_\_\_  
(signature)  
Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE  
(To be executed if this Bond is not accompanied by an executed Registration

Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: \_\_\_\_\_.

U.S. Bank National Association  
Dallas, Texas  
Paying Agent/Registrar

By: \_\_\_\_\_  
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_

Please insert Social Security or Taxpayer Identification Number of Transferee:

\_\_\_\_\_

Please print or typewrite name and address, including zip code of Transferee:

\_\_\_\_\_

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. \_\_\_\_\_

I hereby certify that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Bond Insertions.

(i) The initial Bond shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. \_\_\_\_\_" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE TOWN OF PROSPER, TEXAS, in Collin and Denton Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Installments	Interest Rates
_____	_____	_____

(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Date of Initial Delivery set forth above at the respective Interest Rate per annum specified above. Interest is payable on August 15, 2014, and semiannually on each February 15 and August 15 thereafter to the date of payment of the principal installment specified above or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next

preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond shall be numbered "T-1."

#### Section 5. INTEREST AND SINKING FUND.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Bonds. All amounts received from the sale of the Bonds as accrued interest, if any, shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Bonds shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Bonds are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Bonds as such principal matures (but never less than 2% of the original amount of said Bonds as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Bonds are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Notwithstanding the requirements of this subsection, if lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund.

(b) Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the

applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

#### Section 6. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to the Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in Subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Bonds.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

#### Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the registered owner applying for a replacement Bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Sec. 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

**Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.**

(a) The Mayor of the Issuer is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if the Bonds are sold as insured obligations, the Bonds may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Bonds is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor, and the Mayor is hereby authorized to execute such engagement letter.

**Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.**

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business

use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed by the Bonds or the Refunded Obligations (the "Project") are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Bonds invested for a reasonable temporary period until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of the Bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor or the Finance Director to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Disposition of Projects. The Issuer covenants that the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

**Section 10. SALE OF BONDS AND APPROVAL OF OFFICIAL STATEMENT; APPLICATION OF PROCEEDS; FURTHER PROCEDURES.**

(a) The Bonds are hereby sold and shall be delivered to BOSC, Inc. and RBC Capital Markets (collectively, the "Underwriter") for the purchase price of \$\_\_\_\_\_ (representing the par amount of the Bonds of \$\_\_\_\_\_, plus a net original issue premium of \$\_\_\_\_\_ and less an Underwriters' discount on the Bonds of \$\_\_\_\_\_), pursuant to the terms and provisions of a Purchase Agreement with the Underwriter. It is hereby officially found, determined, and declared that the Bonds have been sold pursuant to the terms and provisions of a Purchase Agreement in substantially the form presented at this meeting, which the Mayor of the Issuer is hereby authorized and directed to execute. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Initial Bond shall be registered in the name of BOSC, Inc. or its designee.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Bonds by the Underwriters in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement posted and disseminated, prior to the date hereof, which is dated February \_\_, 2014, is hereby ratified and confirmed.

(c) The proceeds of the sale of the Bonds (i) in the amount of \$\_\_\_\_\_ shall be deposited with the paying agent for the Refunded Obligations to be administered in accordance with the Escrow Deposit Agreement approved in accordance with Section 14 hereof, (ii) in the amount of \$1,000,000.00 shall be deposited to the construction fund of the Issuer to be used for the construction of the projects financed with the Bonds (the "Project"), (iii) in the amount of \$\_\_\_\_\_ shall be applied to pay the costs of issuance of the Bonds and (iv) in the amount of \$\_\_\_\_\_ shall be deposited to the Interest and Sinking Fund.

(d) The Mayor, Town Manager and Town Secretary and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the sale of the Bonds and the Official Statement. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

**Section 11. DEFAULT AND REMEDIES**

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the registered owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or councilmembers of the Issuer.

Section 12. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. (i) The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB, within six months after the end of each fiscal year commencing in 2014, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by this Ordinance, being the information described in Exhibit A attached hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the financial statements of the Issuer appended to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not completed within such period, then the Issuer shall provide unaudited financial information within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet website or filed with the SEC.

(c) Event Notices. The Issuer shall notify the MSRB, in a timely manner not in excess of ten Business Days after the occurrence of the event, of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (c) of this Section by the time required by subsection (c). As used in clause (c)12 above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if jurisdiction has been assumed by leaving the Board and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

(d) Limitations, Disclaimers, and Amendments. (i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes the Bonds no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

Section 13. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this

Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the registration books kept by the Paying Agent/Registrar.

**Section 14. APPROVAL OF ESCROW DEPOSIT AGREEMENT AND TRANSFER OF FUNDS.** The Mayor of the Issuer is hereby authorized and directed to execute and deliver an escrow deposit agreement with U.S. Bank National Association with respect to the Refunded Obligations, in substantially the form presented at the meeting at which this Ordinance was adopted. In addition, the Mayor and the Town Manager are each authorized to purchase such securities, including to execute subscriptions for the purchase of U. S. Treasury Securities, State and Local Government Series, and to authorize such contributions, as may be necessary for the escrow fund established under such agreement.

**Section 15. REDEMPTION OF REFUNDED OBLIGATIONS.**

(a) The Issuer hereby directs that certain of the Refunded Obligations be called for redemption on the dates and as set forth on Schedule I. Each of such Refunded Obligations shall be redeemed at the redemption price of par plus accrued interest. The Mayor of the Issuer is hereby authorized and directed to issue or cause to be issued the Notice of Redemption of the Refunded Obligations in the form set forth in Exhibit B attached hereto to the paying agent/registrar for the Refunded Obligations.

(b) In addition, the paying agent/registrar for the Refunded Obligations is hereby directed to provide the appropriate notices of redemption and defeasance as specified by the ordinances authorizing the issuance of the Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on their redemption dates. The Refunded Obligations shall be presented for redemption at the paying agent/registrar therefore, and shall not bear interest after the date fixed for redemption.

(c) The source of funds for payment of the principal of and interest on the Refunded Obligations on their redemption date shall be from the funds deposited with U.S. Bank National Association, pursuant to the escrow deposit agreement approved in Section 14 of this Ordinance.

**Section 16. APPROPRIATION.** To pay the debt service coming due on the Bonds, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current

funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 17. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 18. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the Town Council.



SCHEDULE I  
SCHEDULE OF REFUNDED OBLIGATIONS

<u>Description</u>	<u>Maturities</u>	<u>Principal Amount Outstanding</u>	<u>Principal Amount Refunded</u>
Combination Tax and Revenue Certificates of Obligation, Series 2004	8/15/2014	\$550,000	\$550,000
	8/15/2015	570,000	570,000
	8/15/2016	595,000	595,000
	8/15/2017	620,000	620,000
	8/15/2018	645,000	645,000
	8/15/2019	670,000	670,000
	8/15/2020	700,000	700,000
	8/15/2021	730,000	730,000
	8/15/2022	765,000	765,000
	8/15/2023	800,000	800,000
	8/15/2024	<u>835,000</u>	<u>835,000</u>
Total		<u>\$7,480,000</u>	<u>\$7,480,000</u>

Called for redemption on \_\_\_\_\_, 2014, at par plus accrued interest.

EXHIBIT A

**Annual Financial Statements and Operating Data**

The following information is referred to in Section 12(b) of this Ordinance:

**Annual Financial Statements and Operating Data**

The financial information and operating data with respect to the Issuer to be provided annually in accordance with such Section are as specified (and included in the Appendices of the Official Statement referred to) below:

The quantitative financial information and operating data pertaining to the Issuer of the general type included Tables numbered 1 through 5 and 7 through 14 and in Appendix B of the Official Statement.

The financial statements of the Issuer that will be provided will be unaudited, unless an audit is performed, in which event the audited financial statements will be made available.

**Accounting Principles**

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements that are attached to the Official Statement as Exhibit B, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

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EXHIBIT B - NOTICE OF REDEMPTION

## TOWN OF PROSPER, TEXAS

NOTICE IS HEREBY GIVEN that the Town of Prosper, Texas has called for redemption the outstanding Certificates of Obligation of the Town described as follows:

**Town of Prosper, Texas Combination Tax and Revenue Certificates of Obligation, Series 2004**, dated February 1, 2004, maturing on the dates shown below, in the aggregate principal amount of \$7,480,000 (the "Series 2004 Certificates"), to the call date of the Series 2004 Certificates: \_\_\_\_\_, 2014.

<u>Maturity Date</u>	<u>Original Principal Amount</u>	<u>Principal Amount to be Redeemed</u>	<u>CUSIP Number</u>
8/15/2014	\$550,000	\$550,000	743596DD7
8/15/2015	570,000	570,000	743596DE5
8/15/2016	595,000	595,000	743596DF2
8/15/2017	620,000	620,000	743596DG0
8/15/2018	645,000	645,000	743596DH8
8/15/2019	670,000	670,000	743596DJ4
8/15/2020	700,000	700,000	743596DK1
8/15/2021	730,000	730,000	743596DL9
8/15/2022	765,000	765,000	743596DM7
8/15/2023	800,000	800,000	743596DN5
8/15/2024	835,000	835,000	743596DP0

On the redemption date stated above, the Series 2004 Certificates will be redeemed in accordance with the terms of the ordinance authorizing their issuance from amounts held in an escrow account administered by U.S. Bank National Association, which is the Paying Agent/Registrar and Escrow Agent for the Series 2004 Certificates, and the redemption price shall be paid upon presentation of the Series 2004 Certificates as follows:

<u>First Class/Registered/ Certified Mail</u>	<u>Express Delivery Hand Delivery</u>
U.S. Bank National Association Corporate Trust Services P. O. Box 64111 St. Paul, MN 55164-0111	U.S. Bank National Association Corporate Trust Services 60 Livingston Avenue 1st Floor - Bond Drop Window St. Paul, MN 55107

Upon presentation of the Series 2004 Certificates at the Paying Agent/Registrar on the aforementioned redemption date, the holder thereof shall be entitled to receive the redemption price equal to par and accrued interest to the redemption date. In the event said Series 2004 Certificates, or any of them are not presented for redemption by the date fixed for their redemption, they shall not thereafter bear interest.

This notice is issued and given pursuant to the redemption provisions in the proceedings authorizing the issuance of the aforementioned Series 2004 Certificates and in accordance with the recitals and provisions of said Series 2004 Certificates.

TOWN OF PROSPER, TEXAS



## FINANCE

**To: Mayor and Town Council**

**From: Kent R. Austin, Finance Director**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – February 25, 2014**

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**Agenda Item:**

Consider and act upon an ordinance of the Town Council of the Town of Prosper, Texas, amending the budget for fiscal year 2013-2014 in accordance with existing statutory requirements and appropriating the various amounts referenced herein; making findings related thereto, providing repealing, savings and severability clauses; and providing for an effective date.

**Description of Agenda Item:**

On December 16, 2013, the Town Council approved a resolution directing staff to publish notice of the Town's intent to issue Town of Prosper Combination Tax and Surplus Revenue Certificates of Obligation to fund the Town's share of the Doe Branch wastewater treatment plant, in an amount not to exceed \$16 million. The plant is being built by the Upper Trinity Regional Water District (UTRWD) for the benefit of Prosper, the City of Celina, Mustang Special Utility District, and Denton County Fresh Water Supply District #10. UTRWD is issuing its own bonds to fund the remainder of the project.

Prosper staff proposes funding \$13 million of the Town's \$16 million share with debt; the remaining \$3 million would be funded from cash in the Water/Sewer Fund. To accomplish this action, a budget amendment is needed. The proposed budget amendment ordinance would increase the Sewer Department expenditure budget by \$3 million. At the appropriate time, the Town would transfer the \$3 million to the UTRWD.

**Budget Impact:**

The budget amendment would reduce the reserves in the Water/Sewer fund by \$3 million. As of September 30, 2013, the Fund possessed estimated unrestricted reserves of \$8,027,285.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Ordinance amending the budget for fiscal year 2013-2014.

**Town Staff Recommendation:**

Staff recommends approval of an ordinance of the Town Council of the Town of Prosper, Texas, amending the budget for fiscal year 2013-2014 in accordance with existing statutory requirements and appropriating the various amounts referenced herein; making findings related

thereto, providing repealing, savings and severability clauses; and providing for an effective date.

**Proposed Motion:**

I move to approve an ordinance of the Town Council of the Town of Prosper, Texas, amending the budget for fiscal year 2013-2014 in accordance with existing statutory requirements and appropriating the various amounts referenced herein; making findings related thereto, providing repealing, savings and severability clauses; and providing for an effective date.

**TOWN OF PROSPER, TEXAS****ORDINANCE NO. 14-\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING THE BUDGET FOR FISCAL YEAR 2014-2014 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS AND APPROPRIATING THE VARIOUS AMOUNTS REFERENCED HEREIN; MAKING FINDINGS RELATED THERETO; PROVIDING REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Prosper, Texas ("Town"), is a Home-Rule Municipality located in Collin and Denton Counties, Texas; and

**WHEREAS**, Section 7.09 of the Town Charter provides, in part, that the Town Council may amend the annual budget under conditions which may arise and which could not have been reasonably foreseen; and

**WHEREAS**, the Town has been requested to provide funding for the construction of the Doe Branch wastewater treatment facility by the Upper Trinity Regional Water District; and

**WHEREAS**, the Town and the Upper Trinity Regional Water District previously entered into an agreement in or about 2007 that provided for funding alternatives for the construction of the Doe Branch wastewater treatment facility; and

**WHEREAS**, the Town has selected an alternative funding arrangement by which the Town will issue debt, rather than Upper Trinity Regional Water District, and pay cash from department funds, and as a consequence, the Town Council has determined that it is in the best interests of the Town to amend the Fiscal Year 2013–2014 budget to facilitate such payment of cash.

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

**SECTION 1**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

**SECTION 2**

From and after the effective date of this Ordinance, the Town's 2013-2014 budget is hereby amended to increase expenditures in the Water/Sewer Fund by \$3,000,000.00, specifically Line Item Account 20-5670-55-00, Sewer Department/System Improvements/Repairs, and the budget for Fiscal Year 2013–2014 is hereby accordingly so amended.

**SECTION 3**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of said Ordinances except those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance

shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

**SECTION 4**

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

**SECTION 5**

This Ordinance shall take effect and be in full force from and after its passage, as provided by the Revised Civil Statutes of the State of Texas.

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 25TH DAY OF FEBRUARY, 2014.**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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



## DEVELOPMENT SERVICES

**To: Mayor and Town Council**

**From: Chris Cople, AICP, Director of Development Services**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – February 25, 2014**

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**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute a Fifth Amendment to the Preannexation Agreement between the Town of Prosper and TVG Texas I, LLC.

**Description of Agenda Item:**

The Town of Prosper entered into a Preannexation Agreement for approximately 2,100 acres with Forest City and Mahard Egg Farm on November 27, 2007, which has since been purchased by TVG Texas I, LLC. The Town Council approved the First Amendment to the Agreement on January 31, 2010, the Second Amendment to the Agreement on February 14, 2012, the Third Amendment to the Agreement on December 11, 2012, the Fourth Amendment to the Agreement on August 13, 2013, regarding the same items as this Fifth Amendment; the donation of the first elementary school site, the dedication of a 50-acre Community Park Site, and the payment of a \$100,000 Community Park Grant. The payment of a \$100,000 Community Park Grant was received by the Town by January 31, 2014, per the agreement.

The Fifth Amendment extends the school dedication requirement to March 28, 2014, and the Community Park Dedication to April 30, 2014. Town staff is meeting with representatives of TVG Texas I, LLC on a regular basis to discuss various development issues, including, but not limited to, the location of the 50-acre community park and the elementary school site. Town staff understands the representatives of TVG Texas I, LLC have been in dialogue with Prosper ISD and they are in agreement with granting this extension.

**Attached Documents:**

1. The Fifth Amendment to the Preannexation Agreement between the Town of Prosper and TVG Texas I, LLC.

**Town Staff Recommendation:**

Town staff recommends the Town Council authorize the Town Manager to execute a Fifth Amendment to the Preannexation Agreement between the Town of Prosper and TVG Texas I, LLC.

**Proposed Motion:**

I move to authorize the Town Manager to execute a Fifth Amendment to the Preannexation Agreement between the Town of Prosper and TVG Texas I, LLC.

After recording return to:  
 Town Manager  
 Town of Prosper  
 121 W. Broadway  
 Prosper, Texas 75078

STATE OF TEXAS           §  
 COUNTY OF DENTON       §  
 TOWN OF PROSPER       §

**FIFTH AMENDMENT TO  
 PREANNEXATION AGREEMENT**

THIS FIFTH AMENDMENT TO PREANNEXATION AGREEMENT (this "**AMENDMENT**") is entered into to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014 (the "**Effective Date**") by and among TVG TEXAS I, LLC, a Texas limited liability company ("**Developer**"), and the TOWN OF PROSPER, TEXAS, a Texas home rule municipality ("**Town**"), pursuant to the terms and conditions set forth herein. The parties to this Amendment are individually referred to herein as a "**Party**" and, collectively, as the "**Parties**".

**RECITALS:**

A. The Parties have entered into that certain Preannexation Agreement dated effective as of November 27, 2007 and recorded as Instrument Number 2009-132724 of the Real Property Records of Denton County, Texas (as amended, the "**Agreement**"), covering certain real property as more particularly described therein (the "**Properties**").

B. Pursuant to that certain First Amendment to Preannexation Agreement dated effective as of January 31, 2010, the Parties extended the deadline to donate the first elementary school site to July 31, 2011.

C. Pursuant to that certain Second Amendment to Preannexation Agreement dated February 14, 2012, the parties (a) extended the deadline to donate the first elementary school site to Prosper ISD to November 12, 2012; (b) extended the deadline to make the Community Park Grant to the Town to December 13, 2012; and (c) extended the deadline to dedicate the Community Park to the Town to the earlier of (i) December 13, 2012, (ii) within 90 calendar days after receiving a written request by Town for such dedication, or (iii) at such time as the adjacent streets are dedicated to the Town.

D. Forest City conveyed approximately 2,030 acres of the Property to Developer, including a 68.41 tract comprising a portion of such property which had been conveyed to Forest City by Mahard 2003, pursuant to Special Warranty Deed dated May 30, 2012, and assigned all rights under the Agreement to Developer by that certain Assignment and Assumption Agreement for Preannexation Agreement dated May 31, 2012.

E. Pursuant to that certain Third Amendment to Preannexation Agreement dated December 11, 2012, the parties (a) extended the deadline to donate the first elementary school site to Prosper ISD to March 29, 2013; (b) extended the deadline to make the Community Park Grant to the Town to June 28, 2013; and (c) extended the deadline to dedicate the Community Park to the Town to the earlier of (i) June 28, 2013, (ii) within 90 calendar days after receiving a written request by the Town for such dedication, or (iii) at such time as the adjacent streets are dedicated to the Town.

F. Pursuant to that certain Fourth Amendment to Preannexation Agreement dated July 15, 2013, the parties (a) extended the deadline to donate the first elementary school site to Prosper ISD to September 27, 2013; (b) extended the deadline to make the Community Park Grant to the Town to November 29, 2013; and (c) extended the deadline to dedicate the Community Park to the Town to the earlier of (i) November 29, 2013, (ii) within 90 calendar days after receiving a written request by the Town for such dedication, or (iii) at such time as the adjacent streets are dedicated to the Town.

G. The Parties now desire to enter into this Fifth Amendment to amend certain provisions of the Agreement.

#### AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Defined Terms. All terms not defined herein shall have the meaning ascribed to such terms in the Agreement.

2. School Area Donation. The deadline for the donation of the first elementary school site, as set forth in the third sentence of Section 3(e) of the Agreement, is hereby extended until March 28, 2014.

3. Community Park Dedication. The first sentence of Section 9(b)(iii) of the Agreement is hereby amended and restated as follows:

The Community Park shall be dedicated to the Town upon the earlier of (A) April 30, 2014, (B) within ninety (90) calendar days of receiving a written request by the Town for such dedication; or (C) 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.

4. Community Park Grant. The Agreement is hereby amended by deleting the phrase "three (3) years from the Effective Date," from the first sentence of Section 9(b)(iv) and replacing it with "January 31, 2014,".

5. Unmodified Terms. By their execution hereof, the Parties acknowledge that the Agreement is in full force and effect (as specifically modified and amended hereby).

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

7. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute an original, single agreement. Signing and sending a counterpart (or a signature page detached from the counterpart) by facsimile or other electronic means to another party will have the same legal effect as signing and delivering an original counterpart to the other party. A copy (including a copy produced by facsimile or other electronic means) of any signature page that has been signed by or on behalf of a party to this Amendment will be as effective as the original signature page for the purpose of proving such party's agreement to be bound.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment as of the Effective Date.

*[SIGNATURE PAGES TO FOLLOW.]*

DEVELOPER

TVG Texas I, LLC,  
a Texas limited liability company

By: BP-Terra Verde Investors, LLC,  
a Delaware limited liability company,  
its Sole Member

By: Terra Verde BP Manager, LLC  
a Delaware limited liability company,  
its Managing Member

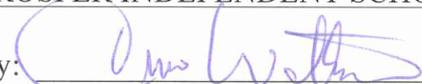
By:   
Name: D. Craig Martin  
Title: Manager

TOWN OF PROSPER, TEXAS

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

As a third party beneficiary of subparagraph e of Paragraph  
3 of the Agreement for the purposes stated therein:

PROSPER INDEPENDENT SCHOOL DISTRICT

By:   
Name: Drew Watkins  
Title: Supt.

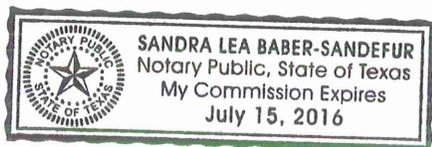
ACKNOWLEDGEMENTS:

STATE OF TEXAS §

COUNTY OF Delaware §

**BEFORE ME**, the undersigned authority, on this day personally appeared D. Craig Martin, Manager of Terra Verde BP Manager, LLC, a Delaware limited liability company, Managing Member of BP-Terra Verde Investors, LLC, a Delaware limited liability company, Sole Member of TVG Texas I LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument; who acknowledged to me that he executed said instrument for the purposes and consideration therein expressed.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this 30<sup>th</sup> day of January, 2014.



Sandra Lea Baber-Sandefur  
Notary Public in and for the State of Texas  
My Commission Expires: July 15, 2016

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

**BEFORE ME**, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument; who acknowledged to me that he/she is the duly authorized representative for the TOWN OF PROSPER, TEXAS and that he/she executed said instrument for the purposes and consideration therein expressed.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

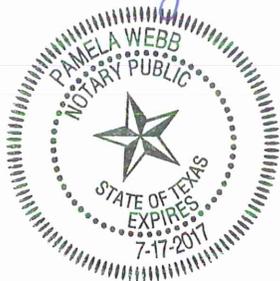
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF Collin §

**BEFORE ME**, the undersigned authority, on this day personally appeared Drew Watkins known to me to be the person whose name is subscribed to the foregoing instrument; who acknowledged to me that he/she is the duly authorized representative for the PROSPER INDEPENDENT SCHOOL DISTRICT and that he/she executed said instrument for the purposes and consideration therein expressed.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this 5<sup>th</sup> day of February, 2014.



Pamela Webb

Notary Public in and for the State of Texas

My Commission Expires: 7-17-2017



## PARKS & RECREATION

**To: Mayor and Town Council**

**From: Julie Shivers, Recreation Services Coordinator**

**Through: Harlan Jefferson, Town Manager**

**Re: Town Council Meeting – February 25, 2014**

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**Agenda Item:**

Discussion on the Town Council strategic goal: Develop a plan for recreation programs to be offered by the Town.

**Description of Agenda Item:**

With the addition of a Recreation Services Coordinator to the Parks and Recreation Department staff in December 2013, the Parks and Recreation Department is actively pursuing partnerships to provide recreational opportunities for the community. The following programs are currently planned to be offered this spring:

- Bricks4Kids – continuing program that was started summer 2013
- Prosper Tennis Academy – starting March 4, 2014
- “Fit 4 Mom” (Stroller Strides) – starting March 17, 2014
- Kindermusik – starting March 18, 2014
- 100 mile walking challenge – in conjunction with the 100 year celebration in April 2014

In addition to the programs listed above, staff is actively working on implementing additional fitness classes, such as Boot Camp and Zumba, which are traditional programs designed to promote and encourage an active lifestyle.

Upcoming this summer, staff will once again be partnering with Live and Prosper Magazine on their summer series program at Frontier Park as well as offering a summer adult softball league due to confirmation of field availability. Other possible traditional recreation programs being researched for this summer include sports camps/classes and arts/science/educational opportunities to contribute to the overall quality of life and well being of the community.

Staff continues to receive requests from residents for a variety of programs traditionally offered by a Parks and Recreation Department. These include active adult programs, senior programs, fitness/sport classes and camps, aquatic programs/lessons (for communities that have an outdoor pool), and a variety of indoor recreational classes.

In order to assist the Parks and Recreation Department on developing a plan for recreation programs to be offered by the Town, staff is requesting feedback from the Town Council on programs planned and any additional suggestions for other activities to be considered. Based on the requests received from the community and feedback from both the Parks and Recreation Board and Town Council, staff will present a plan for additional recreation programs to be offered by the Town based on availability of resources and facilities at the April 8, 2014, Town Council meeting.

**Parks and Recreation Board Recommendation:**

At previous meetings and most recently the February 13, 2014, Parks and Recreation Board meeting, Town staff discussed with the Parks and Recreation Board the recreation programs being offered and planned. The Parks and Recreation Board is very supportive of staff's increased service to accommodate residents' requests within the current abilities of the Town's facilities and resources.

**Town Staff Recommendation:**

Town staff requests feedback from the Town Council on potential recreation programs they would like the Town to research for inclusion in a plan for recreation programs to be offered by the Town.