



Prosper is a place where everyone matters.

AGENDA
Meeting of the Prosper Town Council
Prosper Municipal Chambers
108 W. Broadway, Prosper, Texas
Tuesday, June 24, 2014
5:00 p.m.

1. Call to Order/Roll Call.

2. **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:

2a. *Section 551.087 - To discuss and consider economic development incentives.*

2b. *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.*

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

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

5. Announcements of upcoming events.

6. Proclamations.

- Presentation of a Proclamation to a representative of The Initiative Cheer & Gymnastics declaring June 27, 2014, as *Olympic Day*.

7. **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.)

7a. Consider and act upon minutes from the following Town Council meeting. **(RB)**

- Regular Meeting – June 10, 2014

7b. Receive the May 2014 Financial Report. **(KA)**

7c. Consider and act upon authorizing the Town Manager to execute a Storm Water Management Agreement between Prosper Partners, LP, and the Town of Prosper, Texas, related to the construction of a detention pond and pump to serve the Parks at Legacy development. **(HW)**

- 7d. Consider and act upon authorizing the Town Manager to execute a Reservation of Rights and Encroachment on Easement Agreement between Atmos Energy Corporation and the Town of Prosper, Texas, related to the dedication of right-of-way for Mahard Parkway. **(MR)**
- 7e. Consider and act upon an Ordinance amending the Town's Future Land Use Plan. (CA14-0001). **(CC)**
- 7f. Consider and act upon an Ordinance amending 46.6± acres of Planned Development-40 (PD-40), located on the northeast corner of Gee Road and U.S. 380. (Z14-0010). **(CC)**

8. 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:

- 9. Conduct a Public Hearing, and consider and act upon a request to rezone 33.2± acres, located on the northeast corner of Preston Road and Prosper Trail, from Single Family-15 (SF-15) to Planned Development-Retail (PD-R). (Z14-0007). **(CC)**
- 10. Conduct a Public Hearing, and consider and act upon a request to rezone 80.7± acres, located on the southeast corner of Dallas Parkway and Frontier Parkway, from Single Family-15 (SF-15) to Planned Development-Single Family/Retail (PD-SF/R). (Z14-0006). **(CC)**

DEPARTMENT ITEMS:

- 11. Consider and act upon authorizing the Town Manager to enter into contracts for employee benefits with Blue Cross Blue Shield for group medical insurance, Delta Dental for group dental insurance, EyeMed for group vision services, Mutual of Omaha for group and voluntary Life/Accidental Death and Dismemberment (AD&D)/Short-term Disability (STD)/Long-term Disability (LTD) insurance, Stanley, Hunt, Dupree & Rhine (SHDR) for section 125, Cafeteria Plan, Medical Expense Reimbursement Plan (MERP) - Health Reimbursement Account (HRA) claims administration, Allstate for voluntary work-life benefits, and Health Plan One Exchange Solutions' services for retiree exchange services. **(BR)**

12. Consider and act upon an alternative type of open storage screening for Warren/Avant Garde Addition, Block A, Lot 1R (The Body Shop), on 2.5± acres, located on the west side of Business Park Drive, 400± feet south of First Street. The property is zoned Commercial (C). (D14-0017). **(CC)**
13. Consider and act upon authorizing the Town Manager to execute Change Order #1 to JLB Contracting, LLC, related to construction services for the Prosper Road Improvements Project 2014 - Rhea Mills Pavement Replacement. **(FJ)**
14. Consider and act upon authorizing the Town Manager to execute an agreement between Wier & Associates, Inc., and the Town of Prosper, Texas, related to the design of the Downtown Enhancements project. **(MR)**
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.*
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.
 - Presentation regarding budgeting process
 - Board and Commission appointment process
 - SH 289 monument signage
18. Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the inside window at the Town Hall of the Town of Prosper, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on June 20, 2014, 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

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

NOTICE

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

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



Prosper is a place where everyone matters.

MINUTES
Regular Meeting of the
Prosper Town Council
Prosper Municipal Chambers
108 W. Broadway, Prosper, Texas
Tuesday, June 10, 2014

1. Call to Order/Roll Call.

The meeting was called to order at 6:01 p.m.

Council Members Present:

Mayor Ray Smith
Mayor Pro-Tem Meigs Miller
Deputy Mayor Pro-Tem Kenneth Dugger
Councilmember Michael Korbuly
Councilmember Mike Davis
Councilmember Curry Vogelsang, Jr.

Council Members Absent:

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, Development Services Director
Paul Naughton, Landscape Architect
Frank Jaromin, Public Works Director

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

Pastor Mel Pugh led the invocation. The pledge of allegiance and the pledge to the Texas flag were recited.

3. Announcements of upcoming events.

Deputy Mayor Pro-Tem Dugger made the following announcements:

Registration is now open for several Parks and Recreation Summer Programs, including fitness programs, sports camps, dance camps, Kindermusik, and more. Contact Julie Shivers in the Parks and Recreation Department for more information.

Summer programs at the Prosper Community Library have begun. Story Time at the Library will take place each Tuesday at 11:00 a.m., and family activities will take place on Thursdays at 11:00 a.m., including a presentation by Prosper's Police Officers and Firefighters about "Summer Safety for Kids" on June 19. Events are free and open to

the public. Contact Leslie Scott at the Prosper Community Library for more information.

Bethlehem Place Food Pantry is hosting a classic car show, "Hot Rods and Hot Dogs," at Frontier Park on Saturday, June 14, from 10:00 a.m. to 3:00 p.m. Prizes will be given for winning entries. There will be snow cones, bounce houses, and lots of fun activities for all ages. Contact Prosper United Methodist Church for more information.

Live & Prosper Magazine is hosting "Pride in the Sky" as part of its 2014 Summer Series. This Independence Day celebration will take place on Thursday, July 3, from 5:00 to 10:00 p.m. at Frontier Park. Activities will include a charity softball game, car show, music, food, games, and fireworks.

The Town Council congratulated the Prosper High School baseball team on their successful season.

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 – May 27, 2014**
- 4b. Consider and act upon on Resolution No. 14-35 approving bylaws for the Prosper Library Board. (HW)**
- 4c. Consider and act upon Ordinance No. 14-36 for a Specific Use Permit (SUP) for a Child Day Care Center on 1.4± acres, located on the north side of Richland Boulevard, 400± feet west of Coit Road. The property is zoned Office (O). (S14-0002). (CC)**

Mayor Pro-Tem Miller removed Item 4b from the Consent Agenda.

Deputy Mayor Pro-Tem Dugger made a motion and Councilmember Vogelsang seconded the motion to approve Items 4a and 4c on the Consent Agenda. The motion was approved by a vote of 6-0.

Hulon Webb, Executive Director of Development and Community Services, responded to questions from the Town Council on the proposed bylaws for the Library Board. The bylaws are intended to increase the number of board members to 7, rather than 5, and to make the bylaws consistent with the board appointment policies and procedures that were put in place by the Town Council in 2013.

Mayor Pro-Tem Miller made a motion and Deputy Mayor Pro-Tem Dugger seconded the motion to approve Item 4b. The motion was approved by a vote of 6-0.

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 –

There were no 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:

6. Conduct a Public Hearing, and consider and act upon a request to amend 46.6± acres of Planned Development-40 (PD-40), located on the northeast corner of Gee Road and US 380. (Z14-0010). (CC)

Chris Copple, Director of Development Services, presented this item before the Town Council. The request is to amend PD-40 to allow for the development of a retail shopping center anchored by a big box retail building. Mr. Copple compared the proposed PD standards to existing PD-40 standards. The zoning request complies with the Future Land Use Plan, and the Thoroughfare Plan. The Planning & Zoning Commission recommended approval of the request, subject to the removal of some items from the list of permitted uses. The applicant has complied with the request. Town staff recommended approval of the request, subject to stipulations regarding building materials. Mr. Copple responded to questions regarding permitted materials, landscaping, landscape buffer requirements, and lighting, noting that all standards in the proposed PD meet the requirements of the Town's zoning ordinance. Council expressed an interest in increasing the screening and lighting standards.

Mayor Smith opened the Public Hearing.

Robert Dorazil with United Commercial Development, spoke on behalf of the applicant, Kroger. Responding to Council's question on lighting and screening, he stated that he could not respond to those concerns at this meeting, but could ask Kroger to look into it. Christina Conrad of Kroger responded to concerns from the Town Council on the proposed building materials, which include Quik-Brik. Mr. Copple responded that although it is not specifically listed in the zoning ordinance as a permitted material, Town staff believes it to be an appropriate material for the proposed project. Terrence Welch, the Town Attorney, advised Council of suggested

language that could be used in the motion to approve the request that could address their concerns.

Mayor Smith closed the Public Hearing.

The Town Council, Mr. Dorazil and Ms. Conrad discussed the proposed changes to lighting standards, berms, landscaping and building materials. The applicant agreed to submit the site plan, façade plan, and landscape plan for Council approval.

Mayor Pro-Tem Miller made a motion and Deputy Mayor Pro-Tem Dugger seconded the motion to approve the request to amend 46.6± acres of Planned Development-40 (PD-40), located on the northeast corner of Gee Road and US 380, subject to:

1. Limiting a single building material to 80% of an elevation area and requiring a minimum of 10% of the rear elevation be natural or manufactured stone.
2. The site plan, landscape plan, and façade plan shall be subject to Town Council approval.

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

7. Conduct a Public Hearing, and consider and act upon an amendment to the Town's Future Land Use Plan. (CA14-0001). (CC)

Chris Copple, Director of Development Services, presented this item before the Town Council. Town staff has received a zoning request for a Planned Development-Retail District on the northeast corner of Preston Road and Prosper Trail. The Future Land Use Plan (FLUP) recommends Low Density Residential uses for this property. The proposed amendment would revise the FLUP to reflect Retail and Neighborhood Services uses on the northeast corner of Preston Road and Prosper Trail. The Planning & Zoning Commission recommended the Town Council deny an amendment to the FLUP. Mr. Copple clarified that approving the amendment to the Town's Future Land Use Plan would not rezone the property, it would only revise the FLUP.

Mayor Smith opened the Public Hearing.

Joshua Cogburn, 1601 Tahoe Trail, Prosper, spoke in favor of this item.

Stephen Goss, 1204 Chandler Circle, Prosper, spoke in opposition to this item.

Jack Dixon, 810 Long Valley Court, Prosper, spoke in opposition to this item.

Irwin "Cap" Parry, 850 Kings View Drive, Prosper, spoke in opposition to this item.

Chris Kern, 570 Abbey Lane, Prosper, spoke in opposition to this item.

Tom Strouse, 1215 Chandler Circle, Prosper, spoke in opposition to this item.

John Harris, 170 N. Preston Road, Suite 10, Prosper, spoke in opposition to this item.

Brian Beasley, 1250 Packsaddle Trail, Prosper, spoke in opposition to this item.

Curt Mooney, 1230 Packsaddle Trail, Prosper, spoke in opposition to this item. The following individuals did not wish to speak, but asked that their opposition to this item be recorded for the record:

Kristi Graff Fisher, 1206 Chandler Circle, Prosper
 Ray and Sharon Lawrence, 1217 Chandler Circle, Prosper
 Donna Strouse, 1215 Chandler Circle, Prosper
 Stephen Nelson, 1207 Chandler Circle, Prosper
 Tamie W. Nelson, 1207 Chandler Circle, Prosper
 Scott Fisher, 1206 Chandler Circle, Prosper

With no-one else wishing to speak, Mayor Smith closed the Public Hearing.

Town Manager Harlan Jefferson introduced William Cothrum and Karen Wunsch of Masterplan, a consulting service the Town has retained to perform a review of the Town's Comprehensive Plan. Masterplan was asked to provide a land use recommendation for the northeast corner of Preston Road and Prosper Trail as part of their overall review of the Comprehensive Plan. Ms. Wunsch responded to Council's questions about the criteria for amending the Comprehensive Plan, noting that the decision to amend the FLUP should be looked at as a land use decision, not a specific request from Kroger. Potential negative impacts to surrounding neighborhoods can be mitigated through design and site amenities in a Planned Development. It is also a possibility that some of the land in Town that is already zoned for retail development may not actually be developed as retail, and could be rezoned to something different in the future, depending on the demands of the market. Ms. Wunsch recommended devoting a study to more closely analyze the amount of retail the Town already has zoned, and the amount that will be needed in the future. William Cothrum then addressed the Council, explaining that as market conditions change, it is sometimes necessary for plans to change as well.

After further discussion and deliberation by the Town Council, Mayor Pro-Tem Miller made a motion and Councilmember Davis seconded the motion to approve the amendment to the Town's Future Land use Plan. The motion was approved by a vote of 6-0.

DEPARTMENT ITEMS:

8. **Consider and act upon the proposed park land dedication within the limits of the conveyance plat of Prosper Road Community Park, Block A, Lots 1 and 2, on 58.1± acres, located on the north side of Prosper Road, 3,000± feet east of Teel Parkway. (D14-0025). (PN)**

Landscape Architect Paul Naughton presented this item before the Town Council. The conveyance plat dedicates land for a community park and the necessary right-of-way for future Prosper Trail to the Town. The dedication is in conformance with the park land dedication requirements of the preannexation agreement for Planned Development-40 (Windsong Ranch). Water and sewer infrastructure will be constructed as the surrounding property develops. Development Services Director Chris Cople clarified that part of Prosper Road still lies within Denton County. The

name of the road will be changed to Prosper Trail once the property is annexed to the Town.

Councilmember Korbuly made a motion and Deputy Mayor Pro-Tem Dugger seconded the motion to approve the proposed conveyance of land for a community park, as shown on the conveyance plat of Prosper Road Community Park. The motion was approved by a vote of 6-0.

9. 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:

- 9a. *Section 551.087 - To discuss and consider economic development incentives.***
- 9b. *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.***
- 9c. *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 8:22 p.m.

Mayor Smith left the Executive Session at 9:30 p.m.

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

The Town Council reconvened the Regular Session at 9:39 p.m. No action was taken as a result of Executive Session.

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

- **Water Conservation Education Program**

Frank Jaromin, Public Works Director, updated the Town Council on efforts to educate the public on the Town's current Stage 3 watering restrictions, as recommended by the North Texas Municipal Water District. Town staff proposed placing signs in the yards of violators notifying them of the violation, as well as the appropriate dates and times for watering. Additional agenda items related to enforcement may be brought before the Town Council at a future date.

- **Frontier Park Athletic Field Lighting Update**

Hulon Webb, Executive Director of Development and Community Services, updated the Town Council on efforts to light the southwest and southeast corners

of Frontier Park. Photometric plans are underway for both areas, and Town staff will update the Parks and Recreation Board, local sports leagues, and area HOA members about the Town's plans to light these areas. Town staff was given direction to move forward with initiating change orders to existing contracts in order to lay conduit in both areas in preparation to add athletic field lighting at a later date. Funding options will be brought forward for Council approval through a CIP amendment at a future meeting.

12. Adjourn.

The meeting was adjourned at 9:53 p.m., on Tuesday, June 10, 2014.

These minutes approved on the 24th day of June, 2014.

APPROVED:

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary



Prosper is a place where everyone matters.

Texas



MONTHLY FINANCIAL REPORT MAY 2014

Prepared by
Finance Department

June 24, 2014

MONTHLY FINANCIAL REPORT

MAY 2014

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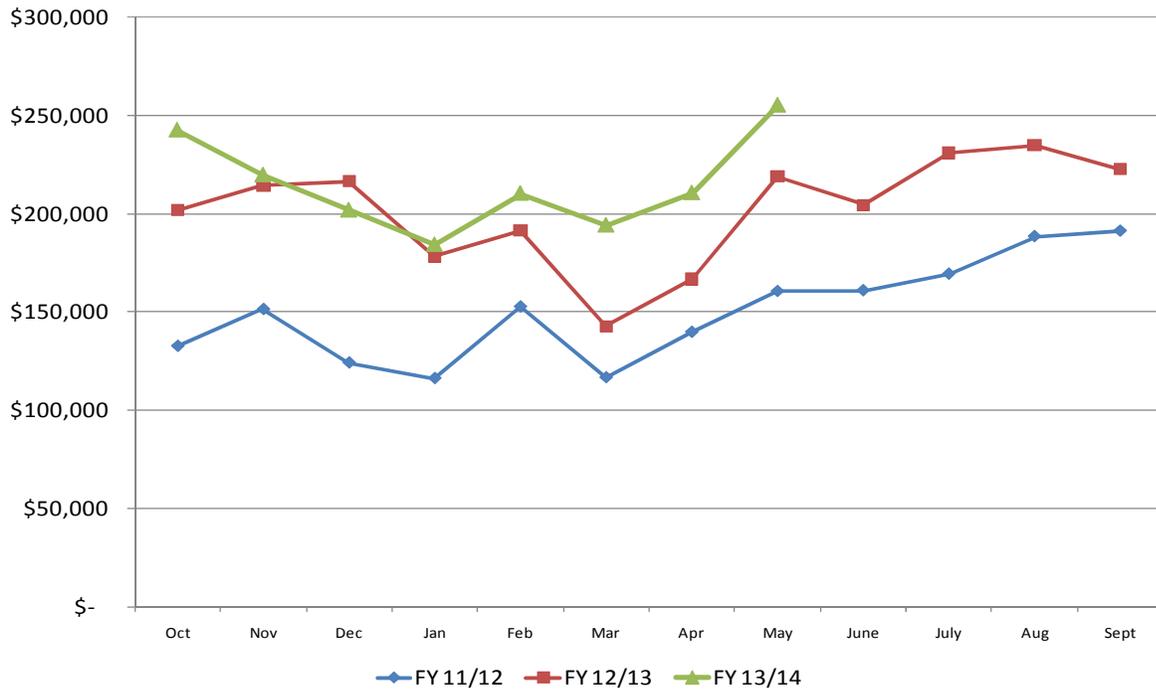
Legend

"Compare to" refers to percentage of fiscal year completed--e.g. 66.67% = 8/12, or May.

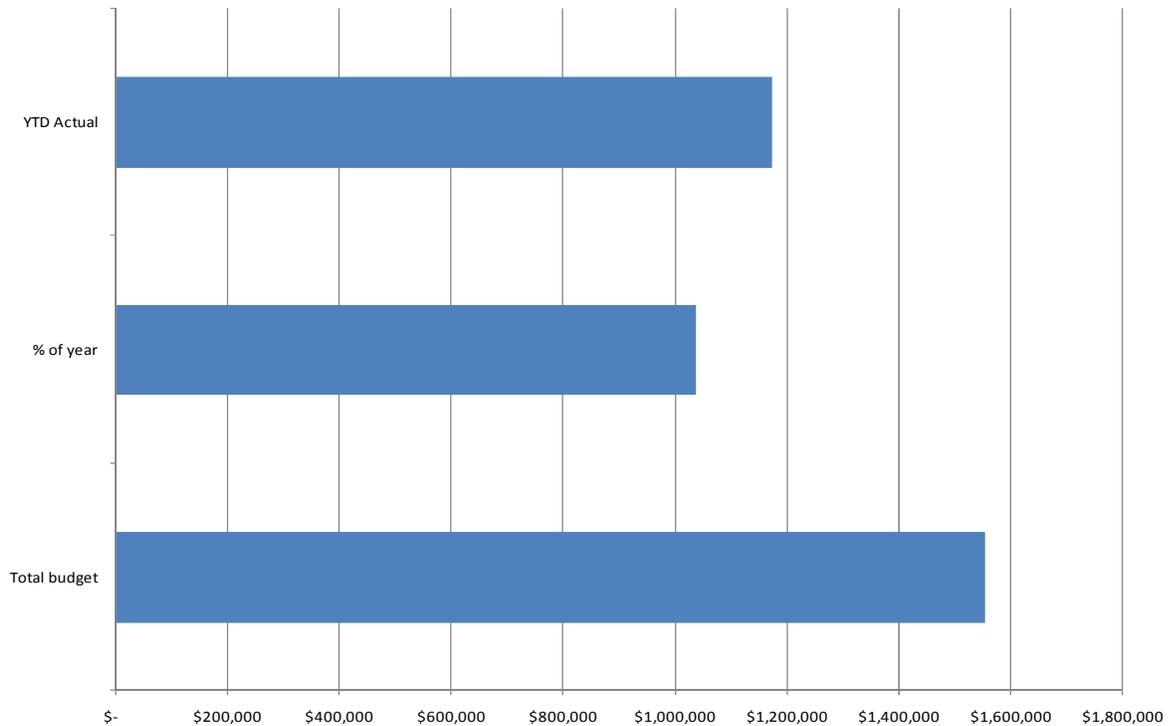
Parentheses around a number indicate credit amount or gain--e.g., Sales Taxes (1,720,128)

Red, yellow, and green traffic lights indicate status of number compared to percentage of fiscal year completed--e.g., Sales Taxes  62.95

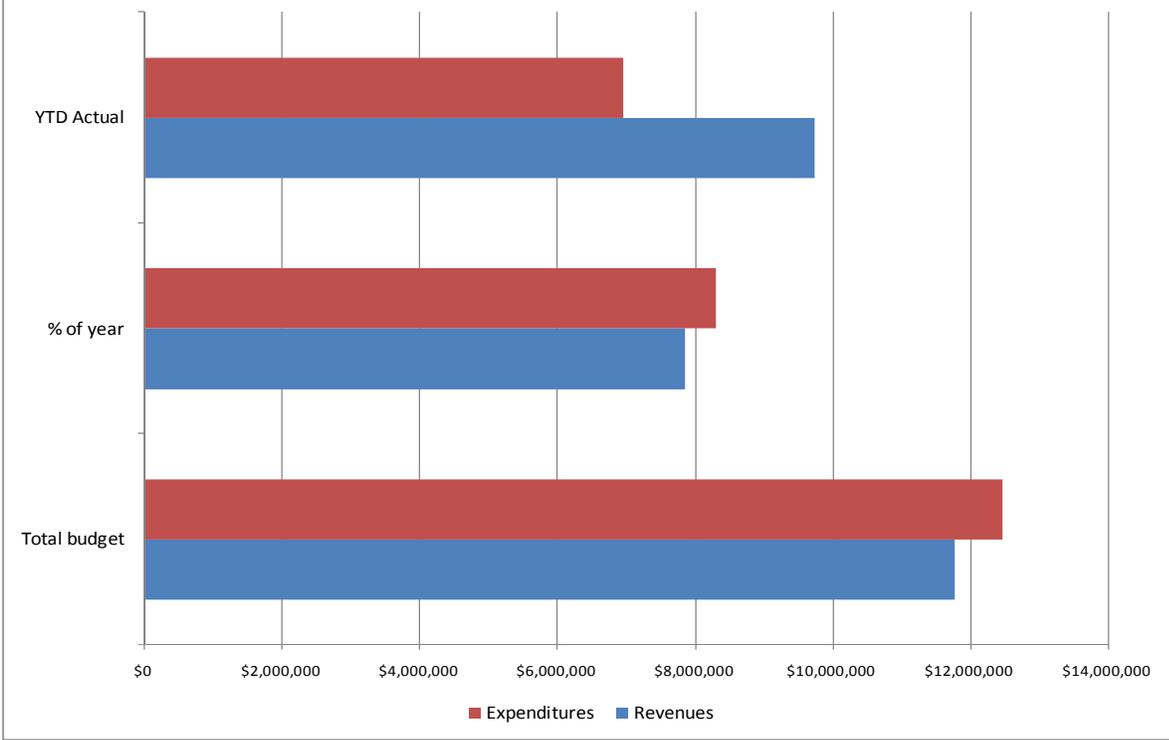
Town of Prosper, Texas Sales Tax Revenue by Month



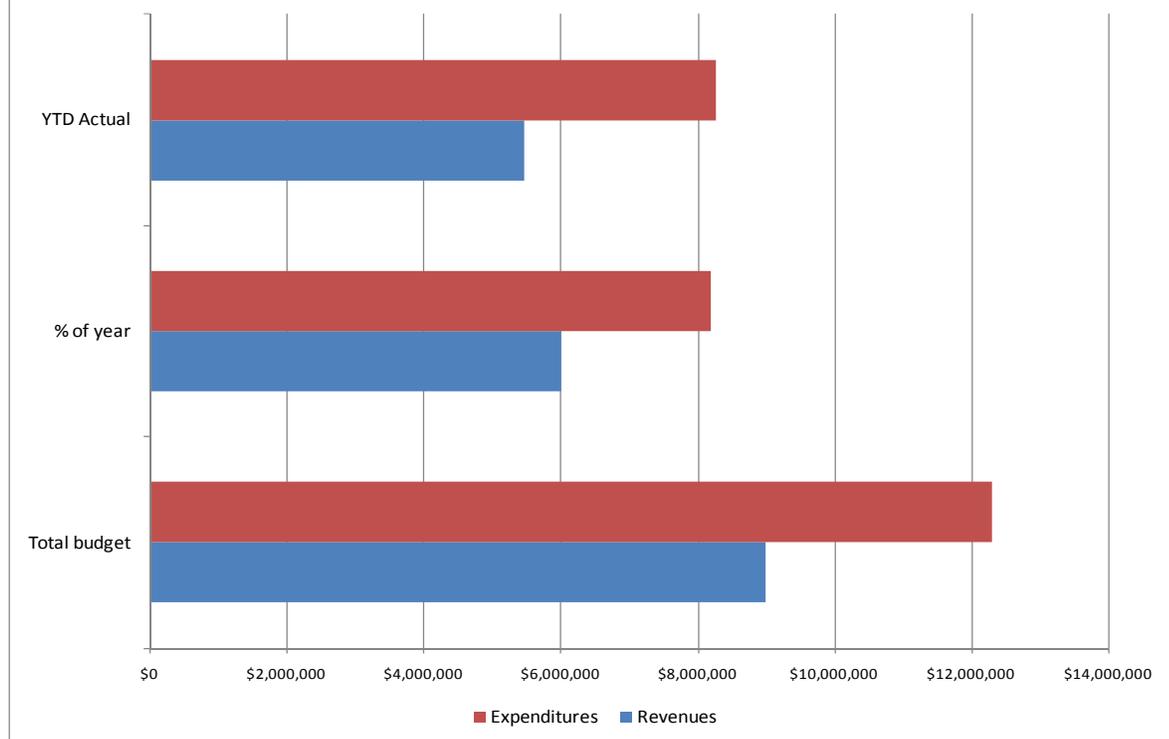
Building Permit Revenues



General Fund Revenues and Expenditures



Water/Sewer Fund Revenues and Expenditures



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

66.67%

	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
GENERAL FUND				
Property Taxes -Current	(5,176,475)	(5,077,551)	(32,553) ●	98.09
Sales Taxes	(2,732,400)	(1,720,128)	(255,442) ●	62.95
Franchise Fees	(473,000)	(252,245)	(37,835) ●	53.33
Building Permits	(1,554,300)	(1,172,701)	(135,809) ●	75.45
Fines	(215,000)	(173,150)	(28,094) ●	80.53
Other	(1,610,142)	(1,342,707)	(122,091) ●	83.39
Total Revenues	(11,761,317)	(9,738,482)	(611,825) ●	82.80
[1] 10 Administration	1,844,468	1,319,090	172,010 ●	71.52
20 Police	1,834,258	1,165,427	170,772 ●	63.54
[2] 25 Dispatch Department	644,690	388,075	52,103 ●	60.20
30 Fire/EMS	2,566,238	1,610,665	292,044 ●	62.76
35 Fire Marshall	123,595	78,785	14,257 ●	63.74
40 Streets	1,367,305	236,820	54,330 ●	17.32
45 Public Library	115,336	58,801	14,762 ●	50.98
60 Parks and Recreation	1,778,550	872,558	161,084 ●	49.06
[3] 70 Municipal Court	237,728	167,124	55,589 ●	70.30
80 Inspections	796,782	414,171	91,801 ●	51.98
85 Code Enforcement	164,151	100,685	9,053 ●	61.34
90 Planning	495,505	241,966	40,493 ●	48.83
98 Engineering	487,149	296,853	48,079 ●	60.94
Total Expenses	12,455,755	6,951,022	1,176,377 ●	55.81
(Gain)/Loss	694,438	(2,787,461)	564,551	

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 one-time costs of approximately \$62,500 for the opening of the Town Hall Annex and remodeling of Town Hall.

[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.

[3] Municipal Court May expenses include \$32,921 for Town computer server replacement.

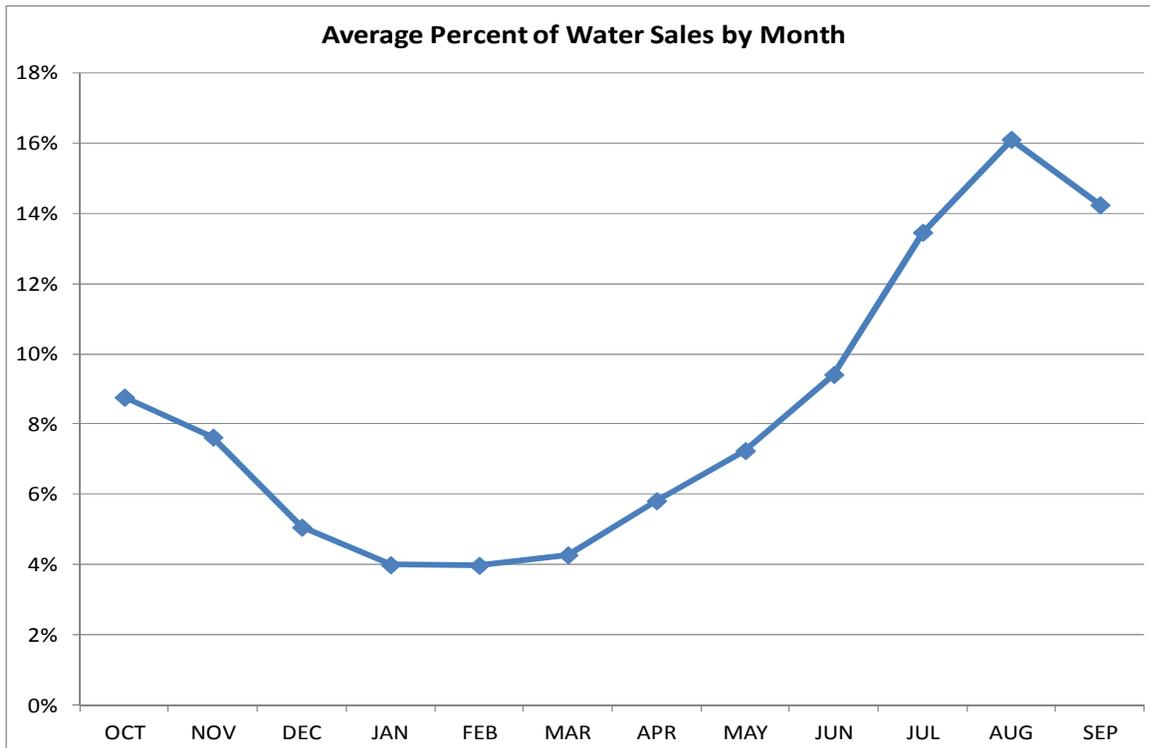
TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
 MAY 2014
 COMPARE TO:

66.67%

	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
WATER-SEWER FUND				
[1] Water revenues	(5,671,600)	(2,995,790)	(468,285)	52.82
Sewer revenues	(2,397,850)	(1,765,047)	(215,560)	73.61
Sanitation revenues	(906,000)	(681,295)	(84,739)	75.20
Total Revenues	(8,975,450)	(5,442,132)	(768,584)	60.63
50 Water	6,436,590	3,444,197	327,474	53.51
[2] 55 Sewer	4,868,706	4,165,016	164,038	85.55
57 Utility Billing	972,042	645,263	105,801	66.38
Total Expenses	12,277,338	8,254,476	597,313	67.23
(Gain)/Loss	3,301,888	2,812,344	(171,271)	

[1] Water revenue is cyclical and typically lags budget at this time of year, as shown in the chart below. Water revenue one year ago at this time totaled \$2,635,037. On average, 53% of water sales occur during June-September.

[2] In February \$3 million was added to the Sewer Department budget, utilizing reserves to cash finance part of the Town's share of Upper Trinity's Doe Branch Wastewater Treatment Facility. This is why the Fund's expenditure budget is so much higher than its revenue budget. In April, the entry was made to transfer the \$3,000,000 to Capital Projects for the cash financing.



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

66.67%

	Current Year Amended Budget	Current YTD Actual	Current Month Actual		Percent YTD %
INTEREST & SINKING FUND					
Property Taxes -Delinquent	(30,000)	(72,913)	(720)	●	243.04
Property Taxes -Current	(2,763,240)	(3,016,867)	(19,342)	●	109.18
Taxes -Penalties	(18,000)	(22,687)	(1,526)	●	126.04
[1] Proceeds from Bond Issuance	-	(6,175,000)	-	●	-
[1] Proceeds from Bond Premium	-	(764,610)	-	●	-
Interest Income	(12,000)	(12,171)	(1,722)	●	101.43
Total Revenues	(2,823,240)	(10,064,248)	(23,310)	●	356.48
[1] Payment to Bond Escrow Agent	-	7,520,684	-	●	-
[2] 2013 GO Ref Bond	282,672	77,722	-	●	27.50
2010 Tax Note Payment	365,166	356,248	-	●	97.56
2011 Ref Bond Pmt	177,791	172,599	-	●	97.08
2012 GO Bond Payment	112,413	56,206	-	●	50.00
2004 CO Bond Payment	329,992	60,496	-	●	18.33
2006 Bond Payment	455,033	95,516	-	●	20.99
2008 CO Bond Payment	1,078,313	773,820	-	●	71.76
[3] Bond Administrative Fees	20,000	88,929	-	●	444.65
Total Expenses	2,821,380	9,202,221	-	●	326.16
(Gain)/Loss	(1,860)	(862,027)	(23,310)		

NOTES:

- [1] Proceeds from Bond Issuance \$6,175,000 and Proceeds from Bond Premium \$764,610 are related to the 2014 GO Refunding & Improvement Bonds, as is the \$7,520,684 Payment to Bond Escrow Agent. An additional \$1,000,000 in Bond Proceeds from the 2014 Bonds is recorded as revenue in the Capital Projects--General Governmental Fund. Finally, the \$7,520,684 Payment to Bond Escrow Agent includes \$709,200 for the August 15 debt service payment on the refunded 2004 bonds.
- [2] Wire transfers totaling \$1,592,608 were made to meet the February 15 semi-annual debt service payments. Similar payments were made from the Water/Sewer Fund.
- [3] Bond Administrative Fees includes \$37,977 refund for excess cost of issuance for the Series 2013 refunding bonds and Certificates of Obligation and \$125,507 in fees associated with the 2014 GO Refunding & Improvement Bonds.

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

	Current Year Amended Budget	Current YTD Actual	Current Month Actual	66.67% Percent YTD %
INTERNAL SERVICE FUND--MEDICAL EXPENSE REIMBURSEMENT PROGRAM				
Charges for Services	(30,000)	(19,530)	(2,475)	65.10 
Interest Income	(500)	(393)	(44)	78.52 
[1] Transfer In	(19,160)	(1,440)	(180)	7.52 
Total Revenue	(49,660)	(21,363)	(2,699)	43.02 
MERP H & D Expense - GF	49,000	23,589	-	48.14 
Total Expenses	49,000	23,589	-	48.14 
(Gain)/Loss	(660)	2,226	(2,699)	

NOTES:

- [1] Due to budget concerns, the decision was made to stop the General Fund transfers to the Internal Service Fund and to reverse the FYTD transfers in from the General Fund totaling \$9,917.

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

	Current Year Amended Budget	Current YTD Actual	Current Month Actual	66.67% Percent YTD %
STORM DRAINAGE UTILITY FUND				
Storm Drainage Utility Fee	(228,800)	(162,937)	(21,474)	71.21
Interest Storm Utility	(1,600)	(1,225)	(271)	76.58
Total Revenue	(230,400)	(164,162)	(21,746)	71.25
Personnel Expenses	42,649	28,244	4,669	66.22
Program Expenses	351,351	70,517	2,820	20.07
Total Expenses	394,000	98,761	7,489	25.07
(Gain)/Loss	163,600	(65,402)	(14,257)	

TOWN OF PROSPER, TEXAS
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COMPARE TO:

66.67%

	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
PARK DEDICATION AND IMPROVEMENT FUND				
Park Dedication-Fees	(100,000)	(166,678)		● 166.68
Park Improvement	(200,000)	(237,000)		● 118.50
Contributions	-	(17,500)	-	● -
Interest-Park Dedication	(1,200)	(1,334)	(170)	● 111.20
Interest-Park Improvements	(350)	(482)	(60)	● 137.63
Total Revenue	(301,550)	(422,994)	(230)	● 140.27
[1] Miscellaneous Expense	-	42,499	10	● -
Professional Services-Pk Ded	-	43,690	26,887	● -
Professional Services-Pk Imp	24,375	21,912	-	● 89.90
Capital Exp-Pk Improvements	30,000	8,500	-	● 28.33
Capital Exp-Pk Dedication	645,625	-	-	● -
Total Expenses	700,000	116,601	26,897	● 16.66
(Gain)/Loss	398,450	(306,393)	26,667	

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

TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
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 COMPARE TO:

66.67%

	Current Year Amended Budget	Current YTD Actual	Current Month Actual		Percent YTD %
IMPACT FEES FUND					
Impact Fees -Water	(800,000)	(1,003,785)	(117,679)	●	125.47
Impact Fees -Sewer	(700,000)	(265,554)	(30,962)	●	37.94
Thoroughfare Impact Fees	(1,100,000)	(881,501)	(99,324)	●	80.14
West Thorfare Imp. Fees Rev	-	(172,125)	(22,362)	●	-
Interest-Water Impact Fee	(4,000)	(3,020)	(405)	●	75.49
Interest-Sewer Impact Fee	(4,000)	(1,395)	(189)	●	34.87
Interest-Thorfare Imp Fee	(12,000)	(2,841)	(396)	●	23.67
Interest-West Thorfare imp fee	-	(1,037)	(143)	●	-
Total Revenue	(2,620,000)	(2,331,257)	(271,461)	●	88.98
[1] Professional Serv-Water Imp Fee	1,220,000	93,165	4,735	●	7.64
Professional Serv-Sewer Imp Fee	255,000	5,554	5,554	●	2.18
Professional Serv-Thorfare Imp Fee	60,000	2,027	2,027	●	3.38
[2] Capital Expenditure-Water	-	477,643	-	●	-
[3] Capital Expenditure-Thoroughfare	-	278,794	-	●	-
Transfer to Capital Proj Fund	300,000	-	-	●	-
Total Expenses	1,835,000	857,183	12,315	●	46.71
(Gain)/Loss	(785,000)	(1,474,075)	(259,146)		

NOTES:

- [1] Professional Services--Water Impact Fees include payments to Freese & Nichols for Upper Plane Water Line Design and Spiars Engineering for RaceTrac water line design.
- [2] Capital Expenditure-Water includes \$410,760 payment to Dickerson Construction for RaceTrac offsite water line.
- [3] Capital Expenditure-Thoroughfare FYTD includes reimbursements for Lakes of LaCima project per agreement with the developer.

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
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COMPARE TO:

66.67%

	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
SPECIAL REVENUE FUND				
Police Donation Inc	(16,000)	(12,295)	(811)	76.84
Fire Dept-Donation Inc	(12,000)	(7,447)	(786)	62.06
Safety Fair Donations	(2,000)	-	-	-
Child Safety Inc	(9,000)	(8,757)	(2,894)	97.30
Court Security Revenue	(2,900)	(3,442)	(518)	118.69
Technology Fd Revenue	(4,000)	(4,579)	(691)	114.49
Special Revenue - Other	-	(1,551)	-	-
Interest Income	-	(2,836)	(312)	-
Country Xmas Donations	(10,000)	(17,951)	-	179.51
Tree Mitigation Revenue	-	(14,175)	-	-
Escrow Income	-	(72,443)	(2,340)	-
Cash Seizure Forfeit-PD	(500)	(3,250)	-	650.00
Total Revenue	(56,400)	(148,727)	(8,352)	263.70
Special Revenue Expense - Other	-	40	40	-
Country Xmas Expense	10,000	10,001	-	100.01
[2] Court Technology Expense	12,200	15,261	-	125.09
Court Security Expense	2,500	544	68	21.76
Police Donation Exp	8,000	4,000	-	50.00
Fire Dept Donation Exp	8,000	3,388	40	42.35
Health & Safety Fair Exp	1,500	-	-	-
Child Safety Expense	1,000	617	-	61.70
[1] Escrow Expense	15,500	182,024	-	1,174.35
Volunteer Per Diem Expense	-	480	-	-
Special Operations	500	-	-	-
PD Seizure Expense	-	200	-	-
Total Expenses	59,200	216,556	148	365.80
(Gain)/Loss	2,800	67,830	(8,204)	

NOTES:

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

[2] Court Technology Expense includes \$11,690 for ticket writers, support, setup and accessories.

TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
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66.67%

	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
EMPLOYEE HEALTH TRUST FUND				
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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COMPARE TO:

66.67%

	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
CAPITAL PROJECTS--GENERAL GOVERNMENTAL				
[1] Contributions	-	(105,000)	-	●
Interest-2004 Bond	(1,000)	(1,342)	(170)	●
Interest-2006 Bond	(1,000)	(200)	(19)	●
Interest 2008 Bond	(1,000)	(10,522)	(1,150)	●
Interest-2011 Refd Bond	(70)	-	-	●
Interest 2012 GO Bond	(5,000)	(7,221)	(905)	●
[3] Bond Proceeds	(1,965,000)	(1,000,000)	-	●
Total Revenues	(1,973,070)	(1,124,286)	(2,245)	●
Salaries & Wages	92,820	57,686	10,462	●
Salaries - Longevity	459	-	-	●
Salary - Incentive	300	-	-	●
Social Security Expense	5,802	3,460	632	●
Medicare Expense	1,357	809	148	●
SUTA Expense	93	(45)	-	●
Health Insurance	5,400	3,688	567	●
Dental Insurance	360	169	24	●
Life Insurance/AD&D	114	59	8	●
Liability (TML) Workers' Comp	118	146	-	●
TMRS Expense	9,826	6,147	1,124	●
Long Term/Short Term Disabilit	173	-	-	●
WELLE-Wellness Prog Reimb-Empl	420	-	-	●
Building Supplies	-	42	-	●
Professional Serv-2006 Bond	-	15,374	2,196	●
Professional Services	-	22,690	12,600	●
Professional Services 1205-ST	-	183	183	●
Professional Services 1207-ST	-	175	175	●
Professional Services 1304-PK	-	167	167	●
Professional Services 1405-ST	-	13,720	13,720	●
Telephone Expense	-	740	57	●
Mileage Expense	-	2,672	-	●
Capital Expenditures-2006 Bond	-	3,411	-	●
[2] Capital Expenditure 2008 Bond	-	2,225,458	203,240	●
Capital Expenditure - WS Prjts	-	1,100	-	●
Construction	4,662,758	-	-	●
Construction 1407-ST	-	4,477	4,477	●
Total Expenses	4,780,000	2,362,327	249,779	●
(Gain)/Loss	2,806,930	1,238,042	247,534	

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 FYTD expense is for First and Coit project.
- [3] Bond Proceeds include \$1,000,000 in proceeds related to the 2014 GO Refunding & Improvement Bonds.

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
MAY 2014

COMPARE TO:

66.67%

	Current Year Amended Budget	Current YTD Actual	Current Month Actual		Percent YTD %
CAPITAL PROJECTS--WATER/SEWER					
Interest Income	(50,000)	(24,571)	(3,023)	●	49.14
Transfers In	(3,000,000)	(3,000,000)	-	●	100.00
[2] Bond Proceeds	(13,570,000)	(12,570,000)	-	●	92.63
Total Revenue	(16,620,000)	(15,594,571)	(3,023)	●	93.83
[3] Professional Services	15,570,000	15,578,922	-	●	100.06
Construction	1,000,000	-	-	●	-
[1] Construction 1202-WA	-	156,151	-	●	-
Construction 1203-SW	-	3,327	-	●	-
Construction 1203-WA	-	5,429	-	●	-
Construction 1204-WA	-	2,280,329	2,280,329	●	-
Total Expenses	16,570,000	18,024,158	2,280,329	●	108.78
(Gain)/Loss	(50,000)	2,429,587	2,277,306		

NOTES:

- [1] 2012 bond construction expense includes \$156,151 payments to Cardinal Contractors for Custer Road pump station improvement project.
- [2] Bond Proceeds include \$12,570,000 in proceeds from 2014 Rev and Tax CO Issuance related to the Doe Branch regional waste water plant.
- [3] Professional Services include payment of \$15,578,922 to UTMWD for ToP contractual obligation in connection with acquisition of sewage treatment capacity in the Doe Branch regional waste water plant.

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)	(93,329.79)		124.44
10-4060-10-00	NSF Fees	(50.00)		(50.00)			-
10-4061-10-00	Notary Fees	(150.00)		(150.00)	(194.00)	(50.00)	129.33
10-4105-10-00	Property Taxes -Delinquent	(45,000.00)		(45,000.00)	(111,708.52)	(1,124.01)	248.24
10-4110-10-00	Property Taxes -Current	(5,176,475.00)		(5,176,475.00)	(5,077,550.64)	(32,553.35)	98.09
10-4115-10-00	Taxes -Penalties	(20,000.00)		(20,000.00)	(36,612.24)	(2,556.14)	183.06
10-4120-10-00	Sales Taxes	(2,732,400.00)		(2,732,400.00)	(1,720,127.56)	(255,442.31)	62.95
10-4130-10-00	Sales Tax-Mixed Beverage	(4,500.00)		(4,500.00)	(4,138.22)		91.96
10-4140-10-00	Franchise Taxes - Electric	(270,000.00)		(270,000.00)	(70,227.25)		26.01
10-4150-10-00	Franchise Taxes - Telephone	(100,000.00)		(100,000.00)	(98,944.84)	(37,835.43)	98.95
10-4160-10-00	Franchise Taxes - Gas	(80,000.00)		(80,000.00)	(65,465.20)		81.83
10-4170-10-00	Franchise Taxes - Road Usage	(3,500.00)		(3,500.00)	(2,364.73)		67.56
10-4190-10-00	Franchise Fee-Cable	(19,500.00)		(19,500.00)	(15,243.36)		78.17
10-4200-10-00	T-Mobile Fees	(20,700.00)		(20,700.00)	(14,594.74)	(1,983.75)	70.51
10-4201-10-00	Tierone Converged Network	(30,000.00)		(30,000.00)	(12,000.00)	(1,500.00)	40.00
10-4202-10-00	NTTA Tag Sales	(150.00)		(150.00)	(100.00)	(70.00)	66.67
10-4205-10-00	Internet America	(18,000.00)		(18,000.00)	(12,000.00)	(1,500.00)	66.67
10-4218-10-00	Administrative Fees-EDC	(2,400.00)		(2,400.00)	(1,600.00)	(200.00)	66.67
10-4230-10-00	Other Permits				(30.00)		-
10-4610-10-00	Interest Income	(60,000.00)		(60,000.00)	(29,284.60)	(3,041.07)	48.81
10-4910-10-00	Other Revenue	(20,000.00)		(20,000.00)	(30,187.16)	(591.49)	150.94
10-4995-10-00	Transfer In	(801,700.00)		(801,700.00)	(534,466.64)	(66,808.33)	66.67
	Subtotal object - 0	(9,479,525.00)		(9,479,525.00)	(7,930,169.49)	(405,255.88)	83.66
Program number:		(9,479,525.00)		(9,479,525.00)	(7,930,169.49)	(405,255.88)	83.66
Department number: 10	Administration	(9,479,525.00)		(9,479,525.00)	(7,930,169.49)	(405,255.88)	83.66
10-4230-20-00	Other Permits				(325.00)		-
10-4440-20-00	Accident Reports	(1,500.00)		(1,500.00)	(388.00)	(12.00)	25.87
10-4450-20-00	Alarm Fee	(39,000.00)		(39,000.00)	(22,622.00)	(3,193.00)	58.01
10-4910-20-00	Other Revenue				(1,299.28)	(25.00)	-
	Subtotal object - 0	(40,500.00)		(40,500.00)	(24,634.28)	(3,230.00)	60.83
Program number:		(40,500.00)		(40,500.00)	(24,634.28)	(3,230.00)	60.83
Department number: 20	Police	(40,500.00)		(40,500.00)	(24,634.28)	(3,230.00)	60.83
10-4310-30-00	Charges for Services	(177,000.00)		(177,000.00)	(122,059.28)	(2,226.78)	68.96
10-4411-30-00	CC FIRE ASSOC				(804.22)		-
10-4510-30-00	Grants				(8,211.37)		-
10-4910-30-00	Other Revenue				(404.77)	(50.97)	-
	Subtotal object - 0	(177,000.00)		(177,000.00)	(131,479.64)	(2,277.75)	74.28
Program number:		(177,000.00)		(177,000.00)	(131,479.64)	(2,277.75)	74.28
Department number: 30	Fire/EMS	(177,000.00)		(177,000.00)	(131,479.64)	(2,277.75)	74.28
10-4315-35-00	Fire Review/Inspect Fees	(11,000.00)		(11,000.00)	(7,175.00)	(1,900.00)	65.23
	Subtotal object - 0	(11,000.00)		(11,000.00)	(7,175.00)	(1,900.00)	65.23
Program number:		(11,000.00)		(11,000.00)	(7,175.00)	(1,900.00)	65.23
Department number: 35	Fire Marshall	(11,000.00)		(11,000.00)	(7,175.00)	(1,900.00)	65.23

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
10-4910-40-00	Other Revenue				(8,100.00)		-
	Subtotal object - 0				(8,100.00)		-
Program number:					(8,100.00)		-
Department number: 40	Streets				(8,100.00)		-
10-4062-45-00	Over Due Fees				(128.10)		-
10-4063-45-00	Lost Fees				(134.63)		-
10-4064-45-00	Printing/Coping Fees				(42.80)		-
10-4065-45-00	Book Fines				(11.00)		-
10-4510-45-00	Grants	(18,087.00)		(18,087.00)	(14,078.03)		77.84
10-4910-45-00	Other Revenue	(125.00)		(125.00)	(265.62)		212.50
	Subtotal object - 0	(18,212.00)		(18,212.00)	(14,660.18)		80.50
Program number:		(18,212.00)		(18,212.00)	(14,660.18)		80.50
Department number: 45	Public Library	(18,212.00)		(18,212.00)	(14,660.18)		80.50
10-4056-60-00	Field Rental Fees	(17,000.00)		(17,000.00)	(14,358.14)	(450.00)	84.46
10-4057-60-00	Pavilion User Fees	(1,400.00)		(1,400.00)	(2,710.00)	(1,150.00)	193.57
10-4058-60-00	Park Program Fees				(4,079.75)	(3,500.00)	-
10-4910-60-00	Other Revenue	(15,250.00)		(15,250.00)	(3,203.45)		21.01
	Subtotal object - 0	(33,650.00)		(33,650.00)	(24,351.34)	(5,100.00)	72.37
Program number:		(33,650.00)		(33,650.00)	(24,351.34)	(5,100.00)	72.37
Department number: 60	Parks and Recreation	(33,650.00)		(33,650.00)	(24,351.34)	(5,100.00)	72.37
10-4410-70-00	Fines	(215,000.00)		(215,000.00)	(173,150.23)	(28,094.43)	80.54
10-4610-70-00	Interest Income	(130.00)		(130.00)	(420.78)	(86.24)	323.68
	Subtotal object - 0	(215,130.00)		(215,130.00)	(173,571.01)	(28,180.67)	80.68
Program number:		(215,130.00)		(215,130.00)	(173,571.01)	(28,180.67)	80.68
Department number: 70	Municipal Court	(215,130.00)		(215,130.00)	(173,571.01)	(28,180.67)	80.68
10-4012-80-00	Saturday Inspection Fee				(100.00)		-
10-4017-80-00	Registration Fee	(32,000.00)		(32,000.00)	(33,800.00)	(3,700.00)	105.63
10-4210-80-00	Building Permits	(1,554,300.00)		(1,554,300.00)	(1,172,701.43)	(135,809.36)	75.45
10-4230-80-00	Other Permits	(100,000.00)		(100,000.00)	(102,075.40)	(14,020.00)	102.08
10-4240-80-00	Plumb/Elect/Mech Permits	(15,000.00)		(15,000.00)	(13,055.00)	(2,190.00)	87.03
10-4242-80-00	Re-inspection Fees	(15,000.00)		(15,000.00)	(14,605.00)	(1,375.00)	97.37
10-4910-80-00	Other Revenue	(3,000.00)		(3,000.00)	(2,503.11)	(350.00)	83.44
	Subtotal object - 0	(1,719,300.00)		(1,719,300.00)	(1,338,839.94)	(157,444.36)	77.87
Program number:		(1,719,300.00)		(1,719,300.00)	(1,338,839.94)	(157,444.36)	77.87
Department number: 80	Inspections	(1,719,300.00)		(1,719,300.00)	(1,338,839.94)	(157,444.36)	77.87
10-4245-85-00	Health Inspections	(7,000.00)		(7,000.00)	(8,375.00)	(925.00)	119.64
10-4910-85-00	Other Revenue				(6,270.00)		-
	Subtotal object - 0	(7,000.00)		(7,000.00)	(14,645.00)	(925.00)	209.21
Program number:		(7,000.00)		(7,000.00)	(14,645.00)	(925.00)	209.21
Department number: 85	Code Enforcement	(7,000.00)		(7,000.00)	(14,645.00)	(925.00)	209.21
10-4220-90-00	Zoning Permits	(10,000.00)		(10,000.00)	(45,413.14)	(4,906.26)	454.13
10-4225-90-00	Plat Fees	(50,000.00)		(50,000.00)	(22,803.53)	(1,155.53)	45.61
10-4910-90-00	Other Revenue				(2,639.55)	(1,449.94)	-

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	(60,000.00)		(60,000.00)	(70,856.22)	(7,511.73)	118.09
Program number:		(60,000.00)		(60,000.00)	(70,856.22)	(7,511.73)	118.09
Department number: 90	Planning	(60,000.00)		(60,000.00)	(70,856.22)	(7,511.73)	118.09
	Revenue Subtotal - - - - -	(11,761,317.00)		(11,761,317.00)	(9,738,482.10)	(611,825.39)	82.80
10-5110-10-00	Salaries & Wages	766,763.00	(40,837.00)	725,926.00	489,549.90	88,623.61	67.44
10-5115-10-00	Salaries - Overtime	6,031.00	(4,330.00)	1,701.00	910.09	208.95	53.50
10-5126-10-00	Salaries-Vacation Buy-Out		6,154.00	6,154.00	3,076.92		50.00
10-5140-10-00	Salaries - Longevity Pay	1,338.00	(618.00)	720.00	420.00		58.33
10-5141-10-00	Salaries - Incentive	24,343.00	(23,343.00)	1,000.00	1,000.00		100.00
10-5142-10-00	Car Allowance		5,516.00	5,516.00	3,900.02	692.31	70.70
10-5143-10-00	Cell Phone Allowance		2,070.00	2,070.00	1,350.00	180.00	65.22
10-5145-10-00	Social Security Expense	49,505.00	(8,036.00)	41,469.00	26,653.29	5,334.61	64.27
10-5150-10-00	Medicare Expense	11,578.00	(1,256.00)	10,322.00	6,857.05	1,247.62	66.43
10-5155-10-00	SUTA Expense	798.00	663.00	1,461.00	1,460.93		100.00
10-5160-10-00	Health Insurance	49,119.00	(2,070.00)	47,049.00	30,597.73	4,113.48	65.03
10-5165-10-00	Dental Insurance	3,275.00	(1,086.00)	2,189.00	1,417.02	193.12	64.73
10-5170-10-00	Life Insurance/AD&D	777.00	182.00	959.00	623.83	84.36	65.05
10-5175-10-00	Liability (TML) Workers' Comp	1,010.00	1,646.00	2,656.00	2,655.53		99.98
10-5176-10-00	TML Prop. & Liab. Insurance	100,000.00	(20,943.00)	79,057.00	79,057.24		100.00
10-5180-10-00	TMRS Expense	83,840.00	(4,668.00)	79,172.00	53,346.48	9,649.32	67.38
10-5185-10-00	Long Term/Short Term Disabilit	1,072.00	518.00	1,590.00	1,069.43	141.67	67.26
10-5186-10-00	WELLE-Wellness Prog Reimb Empl	3,780.00	(2,417.00)	1,363.00	803.25	140.00	58.93
10-5190-10-00	Contract Labor	35,000.00	(23,275.00)	11,725.00	7,175.00	1,450.00	61.19
10-5191-10-00	Hiring Cost	15,000.00	(14,570.00)	430.00	430.06		100.01
10-5193-10-00	Records Retention	1,000.00	(681.00)	319.00	318.65		99.89
10-5210-10-00	Office Supplies	5,000.00	5,613.00	10,613.00	8,230.79	617.89	77.55
10-5212-10-00	Building Supplies	1,500.00	4,199.00	5,699.00	4,857.12	158.55	85.23
10-5220-10-00	Office Equipment		19,293.00	19,293.00	(3,611.09)	(21,904.22)	(18.72)
10-5230-10-00	Dues,Fees,& Subscriptions	10,000.00		10,000.00	6,151.92	163.00	61.52
10-5240-10-00	Postage and Delivery	3,000.00	(1,000.00)	2,000.00	202.20		10.11
10-5250-10-00	Publications	500.00	585.00	1,085.00	1,084.60		99.96
10-5260-10-00	Advertising	300.00	(300.00)				-
10-5265-10-00	Promotional Expense		1,750.00	1,750.00	1,749.66		99.98
10-5270-10-00	Bank Charges	200.00	(140.00)	60.00	90.00		150.00
10-5280-10-00	Printing and Reproduction	2,000.00	1,156.00	3,156.00	1,841.29		58.34
10-5290-10-00	Miscellaneous Expense		1,083.00	1,083.00	1,083.21		100.02
10-5305-10-00	Chapt 380 Program Grant Exp	10,000.00	15,364.00	25,364.00	19,863.91		78.32
10-5310-10-00	Rental Expense	58,782.00	(19,951.00)	38,831.00	33,446.82	3,620.15	86.13
10-5330-10-00	Copier Expense	27,000.00	(1,830.00)	25,170.00	18,472.91	1,710.00	73.39
10-5340-10-00	Building Repairs	2,500.00	13,949.00	16,449.00	15,949.00		96.96
10-5352-10-00	Fuel		70.00	70.00	69.94		99.91
10-5410-10-00	Professional Services	45,000.00	46,803.00	91,803.00	87,802.77	21,000.00	95.64
10-5412-10-00	Audit Fees	40,000.00	(8,150.00)	31,850.00	31,850.00		100.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
10-5414-10-00	Appraisal / Tax Fees	53,000.00	6,888.00	59,888.00	45,422.01	12,464.34	75.85
10-5418-10-00	IT Fees	135,000.00	19,055.00	154,055.00	102,216.23	11,240.25	66.35
10-5419-10-00	IT Licenses	10,000.00	10,864.00	20,864.00	10,345.00		49.58
10-5430-10-00	Legal Fees	40,000.00	61,380.00	101,380.00	65,119.07	13,738.63	64.23
10-5435-10-00	Legal Notices/Filings	8,500.00	(4,564.00)	3,936.00	2,712.00	775.70	68.90
10-5460-10-00	Election Expense	15,000.00		15,000.00	4,855.55	124.44	32.37
10-5480-10-00	Contracted Services	18,000.00	30,875.00	48,875.00	38,279.01	824.43	78.32
10-5520-10-00	Telephones	18,000.00	30,061.00	48,061.00	42,366.29	9,305.55	88.15
10-5521-10-00	Cell Phone Expense	6,000.00	(6,000.00)				-
10-5524-10-00	Gas-Building	500.00	65.00	565.00	432.75	77.47	76.59
10-5525-10-00	Electricity	10,000.00	(843.00)	9,157.00	5,870.17	2,712.94	64.11
10-5526-10-00	Data Network	15,000.00	12,892.00	27,892.00	18,047.29	1,775.10	64.70
10-5530-10-00	Travel/Lodging/Meals Expense	8,000.00	(423.00)	7,577.00	5,816.35	(1,260.97)	76.76
10-5532-10-00	Entertainment	750.00	(750.00)				-
10-5533-10-00	Mileage Expense	5,000.00	(2,805.00)	2,195.00	1,122.53	27.89	51.14
10-5536-10-00	Training/Seminars	40,000.00	(30,729.00)	9,271.00	9,297.00	26.00	100.28
10-5538-10-00	Council/Public Official Expens	20,000.00	(5,097.00)	14,903.00	10,228.63	325.92	68.64
10-5600-10-00	Special Events	38,000.00	(24,275.00)	13,725.00	15,152.78	2,428.01	110.40
10-7000-10-00	Contingency	26,707.00	(26,707.00)				-
10-7143-10-00	Transfer to Internal Serv. Fd	17,000.00	(17,000.00)				-
	Subtotal object - 0	1,844,468.00		1,844,468.00	1,319,090.13	172,010.12	71.52
Program number:		1,844,468.00		1,844,468.00	1,319,090.13	172,010.12	71.52
Department number: 10	Administration	1,844,468.00		1,844,468.00	1,319,090.13	172,010.12	71.52
10-5110-20-00	Salaries & Wages	966,557.00		966,557.00	631,118.23	109,934.80	65.30
10-5115-20-00	Salaries - Overtime	35,000.00		35,000.00	33,562.86	4,491.07	95.89
10-5126-20-00	Salaries-Vacation Buy-Out				3,137.54		-
10-5127-20-00	Salaries-Certification Pay	11,800.00		11,800.00	7,832.77	1,428.45	66.38
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		-
10-5143-20-00	Cell Phone Allowance				360.00	90.00	-
10-5145-20-00	Social Security Expense	63,026.00		63,026.00	41,091.62	6,989.74	65.20
10-5150-20-00	Medicare Expense	14,740.00		14,740.00	9,610.12	1,634.69	65.20
10-5155-20-00	SUTA Expense	1,017.00		1,017.00	202.06	295.41	19.87
10-5160-20-00	Health Insurance	86,971.00		86,971.00	38,132.96	5,981.56	43.85
10-5165-20-00	Dental Insurance	5,798.00		5,798.00	2,445.38	362.10	42.18
10-5170-20-00	Life Insurance/AD&D	798.00		798.00	2,592.35	384.39	324.86
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	68,923.87	11,671.35	64.57
10-5185-20-00	Long Term/Short Term Disabilit	933.00		933.00	1,283.02	167.59	137.52
10-5186-20-00	WELLE-Wellness Prog Reimb Empl	6,720.00		6,720.00	1,146.25	140.00	17.06
10-5190-20-00	Contract Labor	6,000.00		6,000.00	3,905.00	700.00	65.08
10-5191-20-00	Hiring Cost	900.00		900.00	610.00	75.00	67.78
10-5192-20-00	Physical & Psychological	825.00		825.00	450.00		54.55

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
10-5210-20-00	Office Supplies	10,500.00		10,500.00	3,634.50	504.64	34.61
10-5212-20-00	Building Supplies	2,500.00		2,500.00	643.59	133.96	25.74
10-5214-20-00	Tactical Supplies	37,190.00	(3,000.00)	34,190.00	5,427.11	1,252.71	15.87
10-5215-20-00	Ammunition	6,000.00		6,000.00	4,129.20	1,442.40	68.82
10-5220-20-00	Office Equipment	1,400.00	500.00	1,900.00	1,708.08		89.90
10-5230-20-00	Dues,Fees,& Subscriptions	7,000.00		7,000.00	6,704.88	53.99	95.78
10-5240-20-00	Postage and Delivery	750.00		750.00	57.53		7.67
10-5250-20-00	Publications	500.00		500.00	285.94	253.50	57.19
10-5260-20-00	Advertising	250.00		250.00			-
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	1,000.00	792.58	388.07	79.26
10-5310-20-00	Rental Expense	3,000.00		3,000.00	2,529.20	309.90	84.31
10-5320-20-00	Repairs & Maintenance	750.00		750.00	75.00		10.00
10-5330-20-00	Copier Expense		500.00	500.00	445.38		89.08
10-5335-20-00	Radio/Video Repairs	2,000.00		2,000.00			-
10-5340-20-00	Building Repairs	1,000.00		1,000.00	395.00		39.50
10-5350-20-00	Vehicle Expense	60,000.00		60,000.00	21,449.72	6,183.21	35.75
10-5352-20-00	Fuel	80,000.00		80,000.00	28,006.25	5,513.58	35.01
10-5353-20-00	Oil/Grease/Inspections	2,150.00		2,150.00	231.28		10.76
10-5400-20-00	Uniform Expense	16,500.00		16,500.00	11,185.90	1,802.15	67.79
10-5410-20-00	Professional Services	760.00	500.00	1,260.00	950.00		75.40
10-5415-20-00	Tuition Reimbursement	12,000.00		12,000.00	5,050.00		42.08
10-5418-20-00	IT Fees	3,950.00		3,950.00	405.00		10.25
10-5419-20-00	IT Licenses	3,000.00		3,000.00	2,491.50		83.05
10-5430-20-00	Legal Fees	10,000.00		10,000.00	3,548.47	133.00	35.49
10-5480-20-00	Contracted Services	20,000.00	(9,040.00)	10,960.00	7,012.06	22.55	63.98
10-5520-20-00	Telephones	8,000.00	5,000.00	13,000.00	9,767.58	2,190.01	75.14
10-5521-20-00	Cell Phone Expense	5,000.00	(5,000.00)				-
10-5525-20-00	Electricity	10,000.00		10,000.00	6,902.13	2,138.41	69.02
10-5526-20-00	Data Network	13,760.00		13,760.00	4,022.33	446.88	29.23
10-5530-20-00	Travel/Lodging/Meals Expense	5,000.00	1,000.00	6,000.00	5,237.15		87.29
10-5533-20-00	Mileage Expense	2,500.00		2,500.00	532.34		21.29
10-5536-20-00	Training/Seminars	26,500.00		26,500.00	8,205.02	(35.00)	30.96
10-5600-20-00	Special Events	10,500.00		10,500.00	5,232.70	3,692.00	49.84
10-5630-20-00	Safety Equipment	18,750.00	21,980.00	40,730.00	22,162.57		54.41
10-5640-20-00	Signs & Hardware	500.00		500.00			-
10-6160-20-00	Capital Expenditure - Vehicles	135,000.00	(12,940.00)	122,060.00	122,059.59		100.00
	Subtotal object - 0	1,834,258.00		1,834,258.00	1,165,427.33	170,772.11	63.54
Program number:		1,834,258.00		1,834,258.00	1,165,427.33	170,772.11	63.54
Department number: 20	Police	1,834,258.00		1,834,258.00	1,165,427.33	170,772.11	63.54
10-5110-25-00	Salaries & Wages	312,860.00		312,860.00	192,851.73	38,287.05	61.64
10-5115-25-00	Salaries - Overtime	15,000.00		15,000.00	8,995.45	1,692.30	59.97
10-5127-25-00	Salaries-Certification Pay	7,000.00		7,000.00	4,635.31	1,017.66	66.22

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	12,114.55	2,442.17	58.09
10-5150-25-00	Medicare Expense	4,877.00		4,877.00	2,833.25	571.16	58.09
10-5155-25-00	SUTA Expense	336.00		336.00	676.82	61.59	201.44
10-5160-25-00	Health Insurance	37,800.00		37,800.00	17,357.97	2,444.90	45.92
10-5165-25-00	Dental Insurance	2,520.00		2,520.00	983.70	144.84	39.04
10-5170-25-00	Life Insurance	416.00		416.00	356.57	55.16	85.71
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	19,720.01	4,015.88	57.19
10-5185-25-00	Long Term/Short Term Disabilit	350.00		350.00	370.61	59.21	105.89
10-5186-25-00	WELLE-Wellness Prog Reimb Empl	3,360.00		3,360.00	782.25	105.00	23.28
10-5191-25-00	Hiring Cost	300.00		300.00	471.03		157.01
10-5192-25-00	Physical & Psychological	300.00	1,000.00	1,300.00	950.00		73.08
10-5210-25-00	Supplies	3,000.00		3,000.00	760.64		25.36
10-5212-25-00	Building Supplies	1,500.00		1,500.00	147.63	147.63	9.84
10-5220-25-00	Office Equipment	2,440.00		2,440.00	1,291.39		52.93
10-5230-25-00	Dues,Fees,& Subscriptions	2,000.00		2,000.00	623.84	132.96	31.19
10-5240-25-00	Postage and Delivery	100.00		100.00	33.87		33.87
10-5250-25-00	Publications	100.00		100.00			-
10-5280-25-00	Printing and Reproduction	100.00		100.00			-
10-5320-25-00	Repairs & Maintenance	500.00		500.00	140.00		28.00
10-5340-25-00	Building Repairs	750.00		750.00	95.00	95.00	12.67
10-5400-25-00	Uniform Expense	1,710.00		1,710.00			-
10-5415-25-00	Tuition Reimbursement	6,000.00	(1,000.00)	5,000.00			-
10-5418-25-00	IT Fees	4,500.00		4,500.00	1,471.50		32.70
10-5419-25-00	IT Licenses	5,000.00		5,000.00			-
10-5430-25-00	Legal Fees	2,450.00		2,450.00			-
10-5480-25-00	Contracted Services	155,000.00		155,000.00	110,719.76		71.43
10-5520-25-00	Telephones	2,500.00	700.00	3,200.00	1,796.68	371.54	56.15
10-5521-25-00	Cell Phone Expense	700.00	(700.00)				-
10-5524-25-00	Gas-Building	400.00		400.00	304.05	77.47	76.01
10-5526-25-00	Data Network	4,600.00		4,600.00	3,120.32	381.18	67.83
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	588.67		58.87
10-5536-25-00	Training/Seminars	5,000.00		5,000.00	2,022.00		40.44
10-5600-25-00	Special Events	1,000.00		1,000.00			-
	Subtotal object - 0	644,690.00		644,690.00	388,075.12	52,102.70	60.20
Program number:		644,690.00		644,690.00	388,075.12	52,102.70	60.20
Department number: 25	Dispatch Department	644,690.00		644,690.00	388,075.12	52,102.70	60.20
10-5110-30-00	Salaries & Wages	1,438,167.00		1,438,167.00	848,447.70	150,204.27	59.00
10-5115-30-00	Salaries - Overtime	230,000.00		230,000.00	154,732.75	25,002.26	67.28
10-5127-30-00	Salaries-Certification Pay	16,000.00		16,000.00	9,516.73	1,689.36	59.48
10-5140-30-00	Salaries - Longevity Pay	12,606.00		12,606.00	7,555.00		59.93

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
10-5141-30-00	Salaries - Incentive				1,750.00		-
10-5143-30-00	Cell Phone Allowance				3,340.00	390.00	-
10-5145-30-00	Social Security Expense	105,200.00		105,200.00	60,763.02	10,604.23	57.76
10-5150-30-00	Medicare Expense	24,603.00		24,603.00	14,210.69	2,479.98	57.76
10-5155-30-00	SUTA Expense	1,697.00		1,697.00	(185.20)	114.00	(10.91)
10-5160-30-00	Health Insurance	146,880.00		146,880.00	62,337.56	8,287.22	42.44
10-5165-30-00	Dental Insurance	9,792.00		9,792.00	3,596.86	482.80	36.73
10-5170-30-00	Life Insurance/AD&D	12,489.00		12,489.00	3,912.74	525.20	31.33
10-5171-30-00	Life Insurance-Supplemental				7,921.00		-
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	105,736.57	18,572.06	66.77
10-5185-30-00	Long Term/Short Term Disabilit	2,502.00		2,502.00	1,959.29	245.38	78.31
10-5186-30-00	WELLE-Wellness Prog Reimb Empl	8,400.00		8,400.00	4,504.50	595.00	53.63
10-5191-30-00	Hiring Cost	1,000.00		1,000.00	160.00	160.00	16.00
10-5194-30-00	FD Annual Phy & Screening	16,000.00		16,000.00	9,880.50		61.75
10-5210-30-00	Office Supplies	4,848.00		4,848.00	1,430.34	605.27	29.50
10-5212-30-00	Building Supplies	4,000.00		4,000.00	2,484.64	87.08	62.12
10-5220-30-00	Office Equipment		1,500.00	1,500.00	1,150.60		76.71
10-5230-30-00	Dues,Fees,& Subscriptions	3,500.00		3,500.00	3,680.00		105.14
10-5240-30-00	Postage and Delivery	250.00		250.00	116.38		46.55
10-5250-30-00	Publications	350.00		350.00	290.00	290.00	82.86
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	4,317.53	549.34	66.42
10-5335-30-00	Radio/Video Repairs	20,000.00	(1,500.00)	18,500.00	7,617.40	7,337.40	41.18
10-5340-30-00	Building Repairs	20,000.00		20,000.00	6,828.43	1,580.91	34.14
10-5350-30-00	Vehicle Expense	35,000.00		35,000.00	22,054.90	134.85	63.01
10-5352-30-00	Fuel	35,000.00		35,000.00	10,703.27	1,902.21	30.58
10-5400-30-00	Uniform Expense	21,000.00		21,000.00	12,309.46	261.57	58.62
10-5410-30-00	Professional Services	10,500.00		10,500.00			-
10-5418-30-00	IT Fees	7,500.00		7,500.00	681.40		9.09
10-5430-30-00	Legal Fees				2,641.00		-
10-5435-30-00	Legal Notices/Filings				27.20		-
10-5440-30-00	EMS	74,000.00		74,000.00	45,487.69	2,120.50	61.47
10-5480-30-00	Contracted Services	10,000.00		10,000.00	515.00	120.00	5.15
10-5520-30-00	Telephones	12,500.00	8,000.00	20,500.00	22,296.88	713.53	108.77
10-5521-30-00	Cell Phone Expense	8,000.00	(8,000.00)				-
10-5524-30-00	Gas - Building	7,000.00		7,000.00	3,890.32	304.94	55.58
10-5525-30-00	Electricity	22,000.00		22,000.00	11,278.91	2,557.82	51.27
10-5526-30-00	Data Network	12,442.00		12,442.00	13,930.67	1,699.49	111.97
10-5530-30-00	Travel/Lodging/Meals Expense	3,000.00		3,000.00	679.97		22.67
10-5533-30-00	Mileage Expense	1,500.00		1,500.00			-
10-5536-30-00	Training/Seminars	18,000.00		18,000.00	8,170.00	780.00	45.39
10-5610-30-00	Fire Fighting Equipment	18,000.00		18,000.00	4,820.20		26.78

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
10-5620-30-00	Tools & Equipment				40.47		-
10-5630-30-00	Safety Equipment	25,000.00		25,000.00	1,521.48	147.39	6.09
10-6160-30-00	Capital Expenditure - Vehicles				94,750.00	51,500.00	-
	Subtotal object - 0	2,566,238.00		2,566,238.00	1,610,665.20	292,044.06	62.76
Program number:		2,566,238.00		2,566,238.00	1,610,665.20	292,044.06	62.76
Department number: 30	Fire/EMS	2,566,238.00		2,566,238.00	1,610,665.20	292,044.06	62.76
10-5110-35-00	Salaries & Wages	82,318.00		82,318.00	53,385.60	9,590.40	64.85
10-5115-35-00	Salaries - Overtime				79.92		-
10-5140-35-00	Salaries - Longevity Pay	752.00		752.00	570.00		75.80
10-5143-35-00	Cell Phone Allowance				800.00	90.00	-
10-5145-35-00	Social Security Expense	5,150.00		5,150.00	3,003.51	547.28	58.32
10-5150-35-00	Medicare Expense	1,205.00		1,205.00	702.43	128.00	58.29
10-5155-35-00	SUTA Expense	83.00		83.00	(45.00)		(54.22)
10-5160-35-00	Health Insurance	5,400.00		5,400.00	4,440.22	592.68	82.23
10-5165-35-00	Dental Insurance	360.00		360.00	179.84	24.14	49.96
10-5170-35-00	Life Insurance/AD&D	114.00		114.00	195.64	26.26	171.61
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	5,871.94	1,043.43	67.32
10-5185-35-00	Long Term/Short Term Disabilit	153.00		153.00	129.12	16.14	84.39
10-5186-35-00	WELLE-Wellness Prog Reimb Empl	420.00		420.00	350.00	35.00	83.33
10-5193-35-00	Records Retention	250.00		250.00			-
10-5194-35-00	FD Annual Phy & Screening	650.00		650.00	650.50		100.08
10-5210-35-00	Supplies	300.00		300.00	17.00	17.00	5.67
10-5215-35-00	Ammunition		750.00	750.00	749.16		99.89
10-5220-35-00	Office Equipment				197.72		-
10-5230-35-00	Dues,Fees,& Subscriptions	600.00		600.00	320.00		53.33
10-5240-35-00	Postage and Delivery	60.00		60.00	8.92		14.87
10-5250-35-00	Publications	550.00	250.00	800.00	657.37		82.17
10-5280-35-00	Printing and Reproduction	500.00	(250.00)	250.00			-
10-5350-35-00	Vehicle Expense	1,953.00		1,953.00			-
10-5352-35-00	Fuel	2,000.00		2,000.00	792.28	133.17	39.61
10-5353-35-00	Oil/Grease/Inspections	500.00		500.00			-
10-5400-35-00	Uniform Expense	1,050.00		1,050.00	413.55		39.39
10-5418-35-00	IT Fees	200.00		200.00			-
10-5430-35-00	Legal Fees	2,000.00		2,000.00	2,071.00	1,976.00	103.55
10-5520-35-00	Telephones	900.00	1,200.00	2,100.00	190.06		9.05
10-5521-35-00	Cell Phone Expense	1,200.00	(1,200.00)				-
10-5526-35-00	Data Network				189.95	37.99	-
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	(750.00)	2,450.00	595.00		24.29
10-5620-35-00	Tools & Equipment	150.00		150.00	91.13		60.75
10-5630-35-00	Safety Equipment	1,000.00		1,000.00			-
10-5640-35-00	Signs & Hardware	1,250.00		1,250.00			-

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	123,595.00		123,595.00	78,784.63	14,257.49	63.74
Program number:		123,595.00		123,595.00	78,784.63	14,257.49	63.74
Department number: 35	Fire Marshall	123,595.00		123,595.00	78,784.63	14,257.49	63.74
10-5110-40-00	Salaries & Wages	93,646.00		93,646.00	60,741.29	10,912.80	64.86
10-5115-40-00	Salaries - Overtime	4,000.00		4,000.00	4,788.52	890.45	119.71
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	4,066.27	722.27	66.32
10-5150-40-00	Medicare Expense	1,434.00		1,434.00	950.99	168.92	66.32
10-5155-40-00	SUTA Expense	99.00		99.00	(0.09)		(0.09)
10-5160-40-00	Health Insurance	10,800.00		10,800.00	4,925.22	642.68	45.60
10-5165-40-00	Dental Insurance	720.00		720.00	359.69	48.28	49.96
10-5170-40-00	Life Insurance/AD&D	196.00		196.00	117.41	15.76	59.90
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	7,143.32	1,275.19	68.80
10-5185-40-00	Long Term/Short Term Disabilit	174.00		174.00	142.29	18.36	81.78
10-5186-40-00	WELLE-Wellness Prog Reimb Empl	840.00		840.00	521.50	70.00	62.08
10-5191-40-00	Hiring Cost	50.00		50.00			-
10-5210-40-00	Office Supplies	600.00		600.00	134.36		22.39
10-5230-40-00	Dues,Fees,& Subscriptions	200.00		200.00			-
10-5250-40-00	Publications	50.00		50.00			-
10-5310-40-00	Rental Expense	10,000.00		10,000.00	6,400.00		64.00
10-5320-40-00	Repairs & Maintenance	4,000.00		4,000.00			-
10-5321-40-00	Signal Light Repairs	7,400.00		7,400.00			-
10-5340-40-00	Building Repairs	2,500.00		2,500.00			-
10-5350-40-00	Vehicle Expense	5,500.00		5,500.00	6,887.95		125.24
10-5352-40-00	Fuel	9,300.00		9,300.00	1,290.07	261.12	13.87
10-5353-40-00	Oil/Grease/Inspections	800.00		800.00	39.75	39.75	4.97
10-5400-40-00	Uniform Expense	3,500.00		3,500.00	1,225.67	238.95	35.02
10-5410-40-00	Professional Services	8,000.00		8,000.00			-
10-5480-40-00	Contracted Services	910,720.00		910,720.00	25,105.39	15,940.61	2.76
10-5520-40-00	Telephones	300.00	1,000.00	1,300.00	698.27	86.98	53.71
10-5521-40-00	Cell Phone Expense	1,000.00	(1,000.00)				-
10-5525-40-00	Electricity	100,000.00		100,000.00	83,191.75	14,811.12	83.19
10-5526-40-00	Data Network				78.98	7.14	-
10-5530-40-00	Travel/Lodging/Meals Expense	800.00		800.00	26.84		3.36
10-5536-40-00	Training/Seminars	800.00		800.00			-
10-5620-40-00	Tools & Equipment	3,000.00		3,000.00	466.13	239.41	15.54
10-5630-40-00	Safety Equipment	2,000.00		2,000.00	760.90	329.98	38.05
10-5640-40-00	Signs & Hardware	31,000.00		31,000.00	9,234.55	2,336.19	29.79
10-5650-40-00	Maintenance Materials	60,000.00		60,000.00	11,982.96	5,273.86	19.97
10-6140-40-00	Capital Expenditure - Equipmt	76,000.00		76,000.00			-
	Subtotal object - 0	1,367,305.00		1,367,305.00	236,820.09	54,329.82	17.32
Program number:		1,367,305.00		1,367,305.00	236,820.09	54,329.82	17.32

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
Department number: 40	Streets	1,367,305.00		1,367,305.00	236,820.09	54,329.82	17.32
10-5110-45-00	Salaries & Wages	24,536.00	24,590.00	49,126.00	19,327.74	8,047.21	39.34
10-5145-45-00	Social Security Expense	849.00	1,525.00	2,374.00	1,198.54	499.15	50.49
10-5150-45-00	Medicare Expense	198.00	357.00	555.00	280.30	116.74	50.51
10-5155-45-00	SUTA Expense	14.00	25.00	39.00	273.97	185.17	702.49
10-5160-45-00	Health/Dental Insurance		3,992.00	3,992.00			-
10-5165-45-00	Dental Insurance		145.00	145.00	24.14	24.14	16.65
10-5170-45-00	Life Insurance		47.00	47.00	7.88	7.88	16.77
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	520.48	520.48	20.16
10-5185-45-00	Long Term/Short Term Disabilit		98.00	98.00			-
10-5190-45-00	Contract Labor	40,000.00	(16,667.00)	23,333.00	23,000.04	3,000.00	98.57
10-5191-45-00	Hiring Cost				117.07	40.00	-
10-5210-45-00	Supplies	2,000.00		2,000.00	1,545.28	136.41	77.26
10-5212-45-00	Building Supplies	500.00		500.00			-
10-5220-45-00	Office Equipment	1,000.00		1,000.00	1,553.59		155.36
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			-
10-5250-45-00	Publications				187.20		-
10-5280-45-00	Printing and Reproduction				80.51	80.51	-
10-5281-45-00	Book Purchases	12,000.00		12,000.00	7,340.25	2,045.51	61.17
10-5418-45-00	IT Fees	375.00		375.00			-
10-5480-45-00	Contracted Services	2,652.00		2,652.00			-
10-5520-45-00	Telephones		540.00	540.00			-
10-5525-45-00	Electricity	5,500.00		5,500.00			-
10-5526-45-00	Data Network				58.82	58.82	-
10-5530-45-00	Travel	700.00		700.00			-
10-5533-45-00	Mileage Expense	600.00		600.00			-
10-5536-45-00	Training/Seminars	500.00		500.00			-
10-5600-45-00	Special Events	600.00		600.00			-
	Subtotal object - 0	98,041.00	17,295.00	115,336.00	58,801.47	14,762.02	50.98
Program number:		98,041.00	17,295.00	115,336.00	58,801.47	14,762.02	50.98
Department number: 45	Public Library	98,041.00	17,295.00	115,336.00	58,801.47	14,762.02	50.98
10-5110-60-00	Salaries & Wages	590,082.00		590,082.00	337,394.04	66,738.23	57.18
10-5115-60-00	Salaries - Overtime	9,000.00		9,000.00	8,229.28	1,800.93	91.44
10-5126-60-00	Salaries-Vacation Buy-Out				772.00		-
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	20,233.39	4,044.49	67.74
10-5150-60-00	Medicare Expense	6,986.00		6,986.00	4,732.04	945.88	67.74
10-5155-60-00	SUTA Expense	482.00		482.00	1,489.06	73.98	308.93
10-5160-60-00	Health Insurance	75,912.00		75,912.00	38,291.99	5,598.24	50.44
10-5165-60-00	Dental Insurance	5,061.00		5,061.00	2,112.25	313.82	41.74
10-5170-60-00	Life Insurance/AD&D	1,057.00		1,057.00	736.78	110.32	69.71

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
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	37,334.42	7,387.44	59.10
10-5185-60-00	Long Term/Short Term Disabilit	876.00		876.00	766.33	104.68	87.48
10-5186-60-00	WELLE-Wellness Prog Reimb Empl	4,620.00		4,620.00	1,825.25	245.00	39.51
10-5191-60-00	Hiring Cost				383.29		-
10-5210-60-00	Office Supplies	1,500.00		1,500.00	1,901.12		126.74
10-5212-60-00	Building Supplies	1,500.00		1,500.00	25.61		1.71
10-5220-60-00	Office Equipment	5,560.00		5,560.00	5,081.19		91.39
10-5230-60-00	Dues,Fees,& Subscriptions	2,850.00		2,850.00	870.76	145.00	30.55
10-5240-60-00	Postage and Delivery	175.00		175.00	40.82		23.33
10-5280-60-00	Printing and Reproduction	300.00		300.00	369.97		123.32
10-5290-60-00	Miscellaneous Expense	1,500.00		1,500.00			-
10-5310-60-00	Rental Expense	22,000.00		22,000.00	17,051.00	1,812.00	77.51
10-5320-60-00	Repairs & Maintenance	424,500.00	(15,424.00)	409,076.00	149,943.15	9,949.80	36.65
10-5350-60-00	Vehicle Expense	4,500.00		4,500.00	4,312.57	1,163.00	95.84
10-5352-60-00	Fuel	17,000.00		17,000.00	6,914.23	1,738.79	40.67
10-5353-60-00	Oil/Grease/Inspections	2,000.00		2,000.00	587.87		29.39
10-5400-60-00	Uniform Expense	5,700.00		5,700.00	4,825.85	217.28	84.66
10-5410-60-00	Professional Services	125,000.00		125,000.00	15,480.81	6,821.72	12.39
10-5418-60-00	IT Fees	3,100.00		3,100.00	1,887.11		60.88
10-5419-60-00	IT Licenses				328.20		-
10-5430-60-00	Legal Fees	2,000.00		2,000.00	3,534.00	209.00	176.70
10-5435-60-00	Legal Notices/Filings				53.40	53.40	-
10-5480-60-00	Contracted Services	154,800.00		154,800.00	40,938.20	15,534.70	26.45
10-5520-60-00	Telephones		5,900.00	5,900.00	5,163.58	850.74	87.52
10-5521-60-00	Cell Phone Expense	5,900.00	(5,900.00)				-
10-5525-60-00	Electricity	88,000.00		88,000.00	62,648.83	22,794.29	71.19
10-5526-60-00	Data Network	1,700.00		1,700.00	591.36	84.48	34.79
10-5530-60-00	Travel/Lodging/Meals Expense	3,800.00		3,800.00	471.42		12.41
10-5533-60-00	Mileage Expense	2,000.00		2,000.00	901.30	104.64	45.07
10-5536-60-00	Training/Seminars	6,750.00		6,750.00	845.05	380.00	12.52
10-5600-60-00	Special Events	49,700.00		49,700.00	27,978.13		56.29
10-5620-60-00	Tools & Equipment		4,725.00	4,725.00	5,386.74		114.01
10-5630-60-00	Safety Equipment	1,600.00		1,600.00	1,190.01	1,163.00	74.38
10-5640-60-00	Signs & Hardware	2,800.00		2,800.00	277.50		9.91
10-6140-60-00	Capital Expenditure - Equipmen		10,699.00	10,699.00	10,699.18	10,699.18	100.00
10-6160-60-00	Capital Expenditure - Vehicles	52,000.00		52,000.00	40,655.83		78.18
	Subtotal object - 0	1,778,550.00		1,778,550.00	872,557.97	161,084.03	49.06
Program number:		1,778,550.00		1,778,550.00	872,557.97	161,084.03	49.06
Department number: 60	Parks and Recreation	1,778,550.00		1,778,550.00	872,557.97	161,084.03	49.06
10-5110-70-00	Salaries & Wages		93,902.00	93,902.00	53,674.91	11,427.27	57.16
10-5115-70-00	Salaries - Overtime	77,027.00	(77,027.00)		146.25	146.25	-
10-5128-70-00	Language Pay				450.00	100.00	-

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
10-5140-70-00	Salaries - Longevity Pay	185.00		185.00			-
10-5145-70-00	Social Security Expense	4,787.00	1,050.00	5,837.00	3,161.01	695.51	54.16
10-5150-70-00	Medicare Expense	1,120.00	250.00	1,370.00	739.27	162.65	53.96
10-5155-70-00	SUTA Expense	77.00		77.00	316.95	62.07	411.62
10-5160-70-00	Health Insurance	5,400.00		5,400.00	3,563.02	460.72	65.98
10-5165-70-00	Dental Insurance	360.00		360.00	181.71	24.95	50.48
10-5170-70-00	Life Insurance/AD&D	114.00		114.00	59.22	8.10	51.95
10-5175-70-00	Liability (TML) Workers Comp	98.00		98.00	119.93		122.38
10-5180-70-00	TMRS Expense	8,107.00		8,107.00	5,686.64	1,253.74	70.15
10-5185-70-00	Long Term/Short Term Disabilit	143.00		143.00	120.80	15.10	84.48
10-5186-70-00	WELLE-Wellness Prog Reimb Empl	420.00		420.00			-
10-5190-70-00	Contract Labor	4,800.00		4,800.00	2,660.00	445.00	55.42
10-5191-70-00	Hiring Cost				43.33		-
10-5210-70-00	Office Supplies	1,500.00		1,500.00	1,981.39		132.09
10-5212-70-00	Building Supplies	1,000.00		1,000.00	792.84		79.28
10-5220-70-00	Office Equipment				232.03		-
10-5230-70-00	Dues,Fees,& Subscriptions	330.00		330.00	40.00		12.12
10-5240-70-00	Postage and Delivery	1,000.00		1,000.00	191.80	32.09	19.18
10-5250-70-00	Publications	100.00		100.00	84.34		84.34
10-5280-70-00	Printing and Reproduction	1,000.00		1,000.00	1,181.47		118.15
10-5310-70-00	Rental Expense	24,000.00		24,000.00	16,334.08	1,995.51	68.06
10-5400-70-00	Uniform Expense	60.00		60.00			-
10-5418-70-00	IT Fees	500.00		500.00	3,278.00		655.60
10-5420-70-00	Municipal Court/Judge Fees	9,600.00		9,600.00	6,176.22	1,125.00	64.34
10-5425-70-00	State Fines Expense	106,800.00	(37,475.00)	69,325.00	37,215.48	32,921.00	53.68
10-5430-70-00	Legal Fees				26,370.98	4,085.00	-
10-5480-70-00	Contracted Services	2,000.00		2,000.00	245.00	215.00	12.25
10-5481-70-00	Cash Over/Short				(5.00)		-
10-5520-70-00	Telephones	300.00		300.00	1,046.72	157.40	348.91
10-5524-70-00	Gas-Building	900.00		900.00	370.63	77.47	41.18
10-5525-70-00	Electricity	2,000.00		2,000.00	664.78	179.11	33.24
10-5530-70-00	Travel/Lodging/Meals Expense	800.00		800.00			-
10-5533-70-00	Mileage Expense	1,500.00		1,500.00			-
10-5536-70-00	Training/Seminars	1,000.00		1,000.00			-
	Subtotal object - 0	257,028.00	(19,300.00)	237,728.00	167,123.80	55,588.94	70.30
Program number:		257,028.00	(19,300.00)	237,728.00	167,123.80	55,588.94	70.30
Department number: 70	Municipal Court	257,028.00	(19,300.00)	237,728.00	167,123.80	55,588.94	70.30
10-5110-80-00	Salaries & Wages	441,348.00		441,348.00	219,102.91	40,078.40	49.64
10-5115-80-00	Salaries - Overtime	8,000.00		8,000.00	7,407.70	2,391.00	92.60
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	13,413.90	2,519.64	52.74
10-5150-80-00	Medicare Expense	5,948.00		5,948.00	3,137.12	589.27	52.74

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
10-5155-80-00	SUTA Expense	451.00		451.00	345.78	267.34	76.67
10-5160-80-00	Health Insurance	48,600.00		48,600.00	21,077.58	3,019.72	43.37
10-5165-80-00	Dental Insurance	3,240.00		3,240.00	1,031.06	144.03	31.82
10-5170-80-00	Life Insurance/AD&D	914.00		914.00	393.31	53.44	43.03
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	24,438.79	4,572.48	51.16
10-5185-80-00	Long Term/Short Term Disabilit	830.00		830.00	481.78	58.33	58.05
10-5186-80-00	WELLE-Wellness Prog Reimb Empl	3,360.00		3,360.00	1,109.50	105.00	33.02
10-5190-80-00	Contract Labor	1,200.00		1,200.00	1,080.00	180.00	90.00
10-5191-80-00	Hiring Cost	60.00		60.00	652.06	337.05	#####
10-5210-80-00	Office Supplies	7,000.00		7,000.00	2,754.86	307.52	39.36
10-5212-80-00	Building Supplies	500.00		500.00	532.75	171.54	106.55
10-5220-80-00	Office Equipment	13,000.00		13,000.00	4,258.86	414.00	32.76
10-5230-80-00	Dues,Fees,& Subscriptions	67,350.00		67,350.00	40,555.00	3,330.00	60.22
10-5240-80-00	Postage and Delivery	50.00		50.00			-
10-5280-80-00	Printing and Reproduction	2,000.00		2,000.00	903.61	342.07	45.18
10-5320-80-00	Repairs & Maintenance	1,000.00		1,000.00			-
10-5340-80-00	Building Repairs	150.00		150.00	70.25		46.83
10-5350-80-00	Vehicle Expense	1,500.00		1,500.00	4,544.87	1,081.10	302.99
10-5352-80-00	Fuel	12,000.00		12,000.00	3,194.16	624.18	26.62
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	167.50		6.20
10-5415-80-00	Tuition Reimbursement	5,100.00		5,100.00			-
10-5418-80-00	IT Fees	4,000.00		4,000.00	581.00		14.53
10-5430-80-00	Legal Fees	4,000.00		4,000.00	209.00		5.23
10-5465-80-00	Public Relations	500.00		500.00			-
10-5480-80-00	Contracted Services	750.00		750.00	3,680.10	60.00	490.68
10-5520-80-00	Telephones	1,500.00	2,880.00	4,380.00	2,591.09	499.54	59.16
10-5521-80-00	Cell Phone Expense	2,880.00	(2,880.00)				-
10-5525-80-00	Electricity	6,500.00		6,500.00	3,932.54	1,133.99	60.50
10-5526-80-00	Data Network	3,200.00		3,200.00	1,899.50	227.94	59.36
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	206.78	206.78	3.45
10-5536-80-00	Training/Seminars	7,975.00		7,975.00	1,896.00		23.77
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	29,168.49	29,086.58	97.23
10-6160-80-00	Capital Expenditure - Vehicles	20,000.00		20,000.00	15,411.72		77.06
	Subtotal object - 0	796,782.00		796,782.00	414,171.33	91,800.94	51.98
Program number:		796,782.00		796,782.00	414,171.33	91,800.94	51.98
Department number: 80	Inspections	796,782.00		796,782.00	414,171.33	91,800.94	51.98
10-5110-85-00	Salaries & Wages	47,312.00		47,312.00	30,554.37	5,460.00	64.58
10-5115-85-00	Salaries - Overtime	1,500.00		1,500.00	713.25		47.55
10-5140-85-00	Salaries - Longevity Pay	387.00		387.00	205.00		52.97

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
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	1,992.05	335.68	64.32
10-5150-85-00	Medicare Expense	724.00		724.00	465.88	78.51	64.35
10-5155-85-00	SUTA Expense	50.00		50.00	(45.00)		(90.00)
10-5160-85-00	Health Insurance	5,400.00		5,400.00	2,539.57	337.56	47.03
10-5165-85-00	Dental Insurance	360.00		360.00	179.84	24.14	49.96
10-5170-85-00	Life Insurance/AD&D	106.00		106.00	58.71	7.88	55.39
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	3,480.84	590.16	66.38
10-5185-85-00	Long Term/Short Term Disabilit	88.00		88.00	74.24	9.28	84.36
10-5186-85-00	WELLE-Wellness Prog Reimb Empl	420.00		420.00	260.75	35.00	62.08
10-5190-85-00	Contract Labor	15,000.00		15,000.00			-
10-5210-85-00	Office Supplies	500.00		500.00	320.35		64.07
10-5212-85-00	Building Supplies				13.09		-
10-5230-85-00	Dues,Fees,& Subscriptions	200.00		200.00	266.00		133.00
10-5240-85-00	Postage and Delivery	400.00		400.00			-
10-5280-85-00	Printing and Reproduction	1,200.00		1,200.00			-
10-5350-85-00	Vehicle Expense	500.00		500.00	28.00		5.60
10-5352-85-00	Fuel	1,000.00		1,000.00	978.99	78.55	97.90
10-5353-85-00	Oil/Grease/Inspections	100.00		100.00			-
10-5400-85-00	Uniform Expense	200.00		200.00	89.98		44.99
10-5418-85-00	IT Fees				111.00		-
10-5430-85-00	Legal Fees	8,000.00		8,000.00	959.00	57.00	11.99
10-5435-85-00	Legal Notices/Filings	500.00		500.00	152.25		30.45
10-5480-85-00	Contracted Services	68,000.00		68,000.00	54,069.00	1,855.00	79.51
10-5520-85-00	Telephones	300.00	500.00	800.00	365.93	50.97	45.74
10-5521-85-00	Cell Phone Expense	500.00	(500.00)				-
10-5526-85-00	Data Network				189.95	37.99	-
10-5536-85-00	Training/Seminars	500.00		500.00	310.00		62.00
10-5600-85-00	Special Events	1,000.00		1,000.00	121.42	54.88	12.14
10-5620-85-00	Tools & Equipment	250.00		250.00	73.90	39.96	29.56
10-5640-85-00	Signs & Hardware	500.00		500.00	916.50		183.30
	Subtotal object - 0	164,151.00		164,151.00	100,684.71	9,052.56	61.34
Program number:		164,151.00		164,151.00	100,684.71	9,052.56	61.34
Department number: 85	Code Enforcement	164,151.00		164,151.00	100,684.71	9,052.56	61.34
10-5110-90-00	Salaries & Wages	213,259.00		213,259.00	138,718.45	27,423.92	65.05
10-5115-90-00	Salaries - Overtime	500.00		500.00	65.68		13.14
10-5126-90-00	Salaries-Vacation Buy-Out				1,940.36		-
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			-
10-5145-90-00	Social Security Expense	13,381.00		13,381.00	8,239.18	1,627.70	61.57
10-5150-90-00	Medicare Expense	3,129.00		3,129.00	1,926.91	380.68	61.58
10-5155-90-00	SUTA Expense	216.00		216.00	165.40		76.57

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
10-5160-90-00	Health Insurance	16,408.00		16,408.00	12,161.87	1,595.62	74.12
10-5165-90-00	Dental Insurance	1,094.00		1,094.00	539.53	72.42	49.32
10-5170-90-00	Life Insurance/AD&D	318.00		318.00	176.12	23.64	55.38
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	15,158.37	2,956.61	66.89
10-5185-90-00	Long Term/Short Term Disabilit	397.00		397.00	321.20	41.05	80.91
10-5186-90-00	WELLE-Wellness Prog Reimb Empl	1,260.00		1,260.00	782.25	105.00	62.08
10-5190-90-00	Contract Labor	1,300.00		1,300.00	1,080.00	180.00	83.08
10-5191-90-00	Hiring Cost	50.00		50.00	3.32		6.64
10-5210-90-00	Office Supplies	3,500.00		3,500.00	1,282.15	642.58	36.63
10-5212-90-00	Building Supplies	250.00		250.00			-
10-5230-90-00	Dues,Fees,& Subscriptions	5,000.00		5,000.00	969.90		19.40
10-5240-90-00	Postage and Delivery	200.00		200.00			-
10-5400-90-00	Uniform Expense	300.00		300.00			-
10-5410-90-00	Professional Services	132,000.00		132,000.00	40,307.12		30.54
10-5415-90-00	Tuition Reimbursement	5,000.00		5,000.00			-
10-5418-90-00	IT Fees				111.00		-
10-5430-90-00	Legal Fees	50,000.00		50,000.00	9,994.00	4,332.00	19.99
10-5435-90-00	Legal Notices/Filings	1,500.00		1,500.00	269.50		17.97
10-5520-90-00	Telephones	3,300.00	2,400.00	5,700.00	1,627.72	415.53	28.56
10-5521-90-00	Cell Phone Expense	2,400.00	(2,400.00)				-
10-5526-90-00	Data Network	8,250.00		8,250.00	2,765.00	135.89	33.52
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	95.63		6.38
10-5536-90-00	Training/Seminars	4,000.00		4,000.00	976.15		24.40
10-5640-90-00	Signs & Hardware				560.00	560.00	-
	Subtotal object - 0	495,505.00		495,505.00	241,966.44	40,492.64	48.83
Program number:		495,505.00		495,505.00	241,966.44	40,492.64	48.83
Department number: 90	Planning	495,505.00		495,505.00	241,966.44	40,492.64	48.83
10-5110-98-00	Salaries & Wages	354,304.00	(6,500.00)	347,804.00	199,103.59	38,227.68	57.25
10-5126-98-00	Salaries-Vacation Buy-Out				2,537.84		-
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			-
10-5143-98-00	Cell Phone Allowance				540.00	90.00	-
10-5145-98-00	Social Security Expense	22,032.00		22,032.00	11,084.66	2,222.48	50.31
10-5150-98-00	Medicare Expense	5,153.00		5,153.00	2,696.51	519.78	52.33
10-5155-98-00	SUTA Expense	355.00		355.00	385.68		108.64
10-5160-98-00	Health Insurance	16,408.00		16,408.00	13,115.41	1,850.74	79.93
10-5165-98-00	Dental Insurance	1,094.00		1,094.00	504.53	72.42	46.12
10-5170-98-00	Life Insurance/AD&D	342.00		342.00	210.52	29.94	61.56
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	21,640.16	4,119.07	58.00
10-5185-98-00	Long Term/Short Term Disabilit	660.00		660.00	472.56	65.35	71.60

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
10-5186-98-00	WELLE-Wellness Prog Reimb Empl	1,260.00		1,260.00	260.75	35.00	20.69
10-5191-98-00	Hiring Cost				80.00		-
10-5210-98-00	Office Supplies	800.00		800.00	1,780.07	37.47	222.51
10-5212-98-00	Building Supplies	350.00		350.00	111.38		31.82
10-5220-98-00	Office Equipment				830.50		-
10-5230-98-00	Dues,Fees,& Subscriptions	900.00		900.00	99.64	42.64	11.07
10-5240-98-00	Postage and Delivery	20.00		20.00	39.69		198.45
10-5250-98-00	Publications				83.00		-
10-5280-98-00	Printing and Reproduction				78.51		-
10-5290-98-00	Miscellaneous Expense				62.02		-
10-5350-98-00	Vehicle Expense				520.92		-
10-5400-98-00	Uniform Expense	100.00		100.00	96.00		96.00
10-5418-98-00	IT Fees	250.00		250.00	241.00		96.40
10-5419-98-00	IT Licenses				890.80	328.00	-
10-5430-98-00	Legal Fees	8,500.00		8,500.00	4,965.83	384.00	58.42
10-5435-98-00	Legal Notices/Filings				1,945.56		-
10-5520-98-00	Telephones		3,060.00	3,060.00	2,390.98	15.56	78.14
10-5521-98-00	Cell Phone Expense	3,060.00	(3,060.00)				-
10-5524-98-00	Gas-Building				1,346.68	39.05	-
10-5525-98-00	Electricity				674.12		-
10-5530-98-00	Travel/Lodging/Meals Expense	3,250.00		3,250.00	576.88		17.75
10-5533-98-00	Mileage Expense	2,500.00		2,500.00	765.74		30.63
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	25,574.18		96.51
	Subtotal object - 0	487,149.00		487,149.00	296,853.30	48,079.18	60.94
Program number:		487,149.00		487,149.00	296,853.30	48,079.18	60.94
Department number: 98	Engineering	487,149.00		487,149.00	296,853.30	48,079.18	60.94
	Expense Subtotal - - - - -	12,457,760.00	(2,005.00)	12,455,755.00	6,951,021.52	1,176,376.61	55.81
Fund number: 10	General	696,443.00	(2,005.00)	694,438.00	(2,787,460.58)	564,551.22	#####
20-4005-50-00	Water Revenue	(5,200,000.00)		(5,200,000.00)	(2,559,776.79)	(420,867.97)	49.23
20-4010-50-00	Water Tap & Construction	(300,000.00)		(300,000.00)	(315,582.85)	(36,150.00)	105.19
20-4012-50-00	Saturday Inspection Fee	(2,500.00)		(2,500.00)	(4,500.00)	(900.00)	180.00
20-4018-50-00	Internet Cr. Card Fees(Global)	(14,000.00)		(14,000.00)	(12,110.46)	(1,561.66)	86.50
20-4019-50-00	Cr. Card Pmt Fees(auth.net)	(1,900.00)		(1,900.00)	(2,253.96)	(336.69)	118.63
20-4060-50-00	NSF Fees	(1,200.00)		(1,200.00)	(625.00)	(100.00)	52.08
20-4242-50-00	Re-Inspection Fees	(2,000.00)		(2,000.00)	(725.00)	(125.00)	36.25
20-4610-50-00	Interest Income	(70,000.00)		(70,000.00)	(45,890.75)	(4,257.09)	65.56
20-4910-50-00	Other Revenue	(80,000.00)		(80,000.00)	(54,324.74)	(3,986.67)	67.91
	Subtotal object - 0	(5,671,600.00)		(5,671,600.00)	(2,995,789.55)	(468,285.08)	52.82
Program number:		(5,671,600.00)		(5,671,600.00)	(2,995,789.55)	(468,285.08)	52.82
Department number: 50	Water	(5,671,600.00)		(5,671,600.00)	(2,995,789.55)	(468,285.08)	52.82
20-4006-55-00	Sewer Revenue	(2,247,850.00)		(2,247,850.00)	(1,642,579.19)	(200,360.19)	73.07
20-4010-55-00	Sewer Tap & Construction	(150,000.00)		(150,000.00)	(121,461.45)	(15,200.00)	80.97

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
20-4910-55-00	Other Revenue				(1,006.43)		-
	Subtotal object - 0	(2,397,850.00)		(2,397,850.00)	(1,765,047.07)	(215,560.19)	73.61
Program number:		(2,397,850.00)		(2,397,850.00)	(1,765,047.07)	(215,560.19)	73.61
Department number: 55	Sewer	(2,397,850.00)		(2,397,850.00)	(1,765,047.07)	(215,560.19)	73.61
20-4000-57-00	W/S Service Initiation	(50,000.00)		(50,000.00)	(30,840.00)	(4,895.00)	61.68
20-4007-57-00	Sanitation	(800,000.00)		(800,000.00)	(593,538.72)	(76,044.60)	74.19
20-4009-57-00	Late Fee-W/S	(56,000.00)		(56,000.00)	(56,916.50)	(3,799.04)	101.64
	Subtotal object - 0	(906,000.00)		(906,000.00)	(681,295.22)	(84,738.64)	75.20
Program number:		(906,000.00)		(906,000.00)	(681,295.22)	(84,738.64)	75.20
Department number: 57	Utility Billing Department	(906,000.00)		(906,000.00)	(681,295.22)	(84,738.64)	75.20
	Revenue Subtotal - - - - -	(8,975,450.00)		(8,975,450.00)	(5,442,131.84)	(768,583.91)	60.63
20-7144-00-00	Transfer to Capital Projects		3,000,000.00	3,000,000.00	3,000,000.00		100.00
	Subtotal object - 0		3,000,000.00	3,000,000.00	3,000,000.00		100.00
Program number:			3,000,000.00	3,000,000.00	3,000,000.00		100.00
Department number:	Non departmental		3,000,000.00	3,000,000.00	3,000,000.00		100.00
20-5110-50-00	Salaries & Wages	525,495.00		525,495.00	331,217.82	65,995.35	63.03
20-5115-50-00	Salaries - Overtime	25,000.00		25,000.00	21,009.23	5,225.19	84.04
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		-
20-5145-50-00	Social Security Expense	29,526.00		29,526.00	20,990.59	4,239.77	71.09
20-5150-50-00	Medicare Expense	6,905.00		6,905.00	4,909.09	991.54	71.10
20-5155-50-00	SUTA Expense	476.00		476.00	1,039.29	7.08	218.34
20-5160-50-00	Health Insurance	59,400.00		59,400.00	32,526.89	5,145.76	54.76
20-5165-50-00	Dental Insurance	3,544.00		3,544.00	1,884.13	289.68	53.16
20-5170-50-00	Life Insurance/AD&D	779.00		779.00	709.09	105.70	91.03
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	37,954.79	7,675.39	65.39
20-5185-50-00	Long Term/Short Term Disabilit	767.00		767.00	778.66	109.89	101.52
20-5186-50-00	WELLE-Wellness Prog Reimb-Empl	3,780.00		3,780.00	1,790.25	245.00	47.36
20-5190-50-00	Contract Labor	15,000.00		15,000.00			-
20-5191-50-00	Hiring Cost	540.00		540.00	547.74		101.43
20-5210-50-00	Office Supplies	3,000.00		3,000.00	1,118.43		37.28
20-5212-50-00	Building Supplies	1,500.00		1,500.00	2,293.45	478.38	152.90
20-5220-50-00	Office Equipment	10,500.00		10,500.00	2,530.00		24.10
20-5230-50-00	Dues,Fees,& Subscriptions	12,444.00		12,444.00	550.00	111.00	4.42
20-5240-50-00	Postage and Delivery	24,000.00		24,000.00			-
20-5250-50-00	Publications	50.00		50.00			-
20-5280-50-00	Printing and Reproduction	8,200.00		8,200.00	1,384.05	721.87	16.88
20-5290-50-00	Miscellaneous Expense				296.20		-
20-5310-50-00	Rental Expense	5,000.00		5,000.00	184.13		3.68
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	1,146.74		29.40

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
20-5350-50-00	Vehicle Expense	25,000.00		25,000.00	16,705.22	1,105.94	66.82
20-5352-50-00	Fuel	36,500.00		36,500.00	17,033.11	3,603.89	46.67
20-5353-50-00	Oil/Grease/Inspections	2,400.00		2,400.00	554.36		23.10
20-5400-50-00	Uniform Expense	11,100.00		11,100.00	8,485.67	1,182.59	76.45
20-5410-50-00	Professional Services	5,000.00		5,000.00			-
20-5412-50-00	Audit Fees	1,000.00		1,000.00			-
20-5416-50-00	Engineering Fees	7,000.00		7,000.00			-
20-5418-50-00	IT Fees	23,000.00		23,000.00	10,661.25	1,000.00	46.35
20-5419-50-00	IT Licenses	1,200.00		1,200.00	328.20		27.35
20-5430-50-00	Legal Fees	2,000.00		2,000.00	570.00	532.00	28.50
20-5435-50-00	Legal Notices/Filings	1,000.00		1,000.00			-
20-5475-50-00	Credit Card Fees	16,000.00		16,000.00	17,258.70	2,286.27	107.87
20-5480-50-00	Contracted Services	94,800.00		94,800.00	10,801.65	165.00	11.39
20-5520-50-00	Telephones	6,300.00	9,320.00	15,620.00	6,417.95	866.09	41.09
20-5521-50-00	Cell Phone Expense	9,320.00	(9,320.00)				-
20-5524-50-00	Gas-Building	2,500.00		2,500.00	2,666.54	77.47	106.66
20-5525-50-00	Electricity	200,000.00		200,000.00	77,193.97	9,914.21	38.60
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	3,571.70	100.00	49.61
20-5540-50-00	Water Testing	3,000.00		3,000.00	399.01	390.52	13.30
20-5545-50-00	Meter Purchases	220,500.00		220,500.00	81,382.52	1,822.24	36.91
20-5550-50-00	Water Purchases	1,902,100.00		1,902,100.00	1,158,824.17	147,712.80	60.92
20-5620-50-00	Tools & Equipment	16,000.00		16,000.00	5,665.38	2,532.68	35.41
20-5630-50-00	Safety Equipment	11,200.00		11,200.00	3,527.73	1,514.94	31.50
20-5640-50-00	Signs & Hardware	1,300.00		1,300.00	259.31	162.18	19.95
20-5650-50-00	Maintenance Materials	12,000.00		12,000.00	6,839.09	1,185.62	56.99
20-5660-50-00	Chemical Supplies	1,000.00		1,000.00			-
20-5670-50-00	System Improvements/Repairs	76,650.00		76,650.00	51,104.19	18,580.17	66.67
20-6110-50-00	Capital Expenditure	215,600.00		215,600.00			-
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	19,678.08		89.45
20-6186-50-00	2013 Bond Payment	386,928.00		386,928.00	106,277.78		27.47
20-6192-50-00	2011 Refd Bond Pmt	278,084.00		278,084.00	269,963.37		97.08
20-6193-50-00	2012 CO Bond Payment	243,200.00		243,200.00	159,475.00		65.57
20-6197-50-00	2004 CO Bond Payment	538,408.00		538,408.00	98,703.99		18.33
20-6198-50-00	2006 CO Bond Payment	492,952.00		492,952.00	103,476.10		20.99
20-6199-50-00	2008 CO Bond Payment	119,813.00		119,813.00	85,980.00		71.76
20-6200-50-00	Bond Administrative Fees	3,000.00		3,000.00			-
20-7143-50-00	Transfer to Internal Serv. Fd	2,160.00		2,160.00	1,440.00	180.00	66.67
20-7147-50-00	Transfer to GF	494,610.00		494,610.00	329,740.00	41,217.50	66.67
20-8200-50-00	Bond Issuance Costs				187,342.29		-

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	6,436,590.00		6,436,590.00	3,444,197.32	327,473.71	53.51
Program number:		6,436,590.00		6,436,590.00	3,444,197.32	327,473.71	53.51
Department number: 50	Water	6,436,590.00		6,436,590.00	3,444,197.32	327,473.71	53.51
20-5110-55-00	Salaries & Wages	162,724.00		162,724.00	74,850.50	13,186.70	46.00
20-5115-55-00	Salaries - Overtime	10,000.00		10,000.00	3,872.90	206.76	38.73
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	4,625.89	786.17	60.84
20-5150-55-00	Medicare Expense	2,788.00		2,788.00	1,081.86	183.86	38.80
20-5155-55-00	SUTA Expense	123.00		123.00	(74.20)		(60.33)
20-5160-55-00	Health Insurance	21,600.00		21,600.00	8,165.83	1,074.34	37.81
20-5165-55-00	Dental Insurance	1,440.00		1,440.00	539.53	72.42	37.47
20-5170-55-00	Life Insurance/AD&D	337.00		337.00	176.12	23.64	52.26
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	8,509.80	1,445.97	46.67
20-5185-55-00	Long Term/Short Term Disabilit	281.00		281.00	190.09	21.91	67.65
20-5186-55-00	WELLE-Wellness Prog Reimb-Empl	1,680.00		1,680.00	521.50	70.00	31.04
20-5191-55-00	Hiring Cost	200.00		200.00			-
20-5210-55-00	Office Supplies	800.00		800.00	503.03		62.88
20-5212-55-00	Building Supplies	600.00		600.00	148.26		24.71
20-5220-55-00	Office Equipment	1,200.00		1,200.00			-
20-5230-55-00	Dues,Fees,& Subscriptions	2,222.00		2,222.00			-
20-5240-55-00	Postage and Delivery	1,200.00		1,200.00			-
20-5250-55-00	Publications	100.00		100.00			-
20-5260-55-00	Advertising	600.00		600.00			-
20-5280-55-00	Printing and Reproduction	1,000.00		1,000.00			-
20-5310-55-00	Rental Expense	8,000.00		8,000.00			-
20-5320-55-00	Repairs & Maintenance	400.00		400.00			-
20-5335-55-00	Radio/Video Repairs	7,000.00		7,000.00	425.00		6.07
20-5340-55-00	Building Repairs	2,000.00		2,000.00			-
20-5350-55-00	Vehicle Expense	6,000.00		6,000.00	6,514.24	571.33	108.57
20-5352-55-00	Fuel	18,000.00		18,000.00	2,577.13	454.70	14.32
20-5353-55-00	Oil/Grease/Inspections	1,500.00		1,500.00	39.75		2.65
20-5400-55-00	Uniform Expense	8,600.00		8,600.00	1,960.71	359.91	22.80
20-5410-55-00	Professional Services				5,310.00		-
20-5412-55-00	Audit Fees	400.00		400.00			-
20-5416-55-00	Engineering Fees	1,500.00		1,500.00			-
20-5418-55-00	IT Fees	3,700.00		3,700.00			-
20-5430-55-00	Legal Fees	500.00		500.00			-
20-5480-55-00	Contracted Services	50,000.00		50,000.00	11,567.75	11,567.75	23.14
20-5520-55-00	Telephones	1,000.00	4,560.00	5,560.00	1,317.19	261.68	23.69
20-5521-55-00	Cell Phone Expense	4,560.00	(4,560.00)				-
20-5524-55-00	Gas - Building	8.00		8.00	875.81		#####
20-5525-55-00	Electricity	49,300.00		49,300.00	28,900.01	7,110.71	58.62

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
20-5530-55-00	Travel/Lodging/Meals Expense	600.00		600.00			-
20-5533-55-00	Mileage Expense	500.00		500.00			-
20-5536-55-00	Training/Seminars	4,600.00		4,600.00	265.00		5.76
20-5540-55-00	Water Testing	500.00		500.00			-
20-5560-55-00	Sewer Management Fees	1,111,300.00		1,111,300.00	783,911.61	85,013.00	70.54
20-5620-55-00	Tools & Equipment	7,400.00		7,400.00	1,187.73	76.27	16.05
20-5630-55-00	Safety Equipment	11,100.00		11,100.00	1,247.96	401.97	11.24
20-5640-55-00	Signs & Hardware	1,000.00		1,000.00	24.85	22.79	2.49
20-5650-55-00	Maintenance Materials	8,000.00		8,000.00	339.69		4.25
20-5660-55-00	Chemical Supplies	2,000.00		2,000.00			-
20-5670-55-00	System Improvements/Repairs	28,000.00		28,000.00	5,372.09	1,197.04	19.19
20-5680-55-00	Lift Station Expense	30,000.00		30,000.00	14,801.54	1,487.50	49.34
20-6140-55-00	Capital Expenditure - Equipmt	26,000.00		26,000.00	20,579.24	20,579.24	79.15
20-6160-55-00	Capital Expenditure - Vehicles	25,000.00		25,000.00	25,574.18		102.30
20-7147-55-00	Transfer to GF	214,350.00		214,350.00	142,900.00	17,862.50	66.67
	Subtotal object - 0	1,868,706.00		1,868,706.00	1,165,015.65	164,038.16	62.34
Program number:		1,868,706.00		1,868,706.00	1,165,015.65	164,038.16	62.34
Department number: 55	Sewer	1,868,706.00		1,868,706.00	1,165,015.65	164,038.16	62.34
20-5110-57-00	Salaries & Wages	81,903.00		81,903.00	57,808.97	9,813.12	70.58
20-5115-57-00	Salaries - Overtime	5,000.00		5,000.00	1,514.21	85.86	30.28
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	3,580.64	591.89	65.22
20-5150-57-00	Medicare Expense	1,284.00		1,284.00	837.41	138.43	65.22
20-5155-57-00	SUTA Expense	89.00		89.00	283.62	25.68	318.67
20-5160-57-00	Health Insurance	10,904.00		10,904.00	5,977.94	769.22	54.82
20-5165-57-00	Dental Insurance	727.00		727.00	368.40	48.28	50.67
20-5170-57-00	AD&D/Life Insurance	183.00		183.00	119.71	15.76	65.42
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	5,841.52	998.54	74.08
20-5185-57-00	Long Term/Short Term Disabilit	152.00		152.00	122.22	15.43	80.41
20-5186-57-00	WELLE-Wellness Prog Reimb-Empl	840.00		840.00	435.75	70.00	51.88
20-5190-57-00	Contract Labor	50.00		50.00			-
20-5191-57-00	Hiring Cost	40.00		40.00	147.10	147.10	367.75
20-5210-57-00	Office Supplies	1,500.00		1,500.00	1,085.67		72.38
20-5212-57-00	Building Supplies	500.00		500.00	364.45	95.66	72.89
20-5230-57-00	Dues,Fees,& Subscriptions	200.00		200.00	103.89		51.95
20-5240-57-00	Postage and Delivery	21,000.00		21,000.00	13,554.43	2,033.59	64.55
20-5280-57-00	Printing and Reproduction	1,000.00		1,000.00	500.00		50.00
20-5400-57-00	Uniform Expense	150.00		150.00			-
20-5418-57-00	IT Fees	8,000.00		8,000.00	4,112.50	4,000.00	51.41
20-5419-57-00	IT Licenses	10,000.00		10,000.00	10,000.00	10,000.00	100.00
20-5470-57-00	Trash Collection	718,000.00		718,000.00	477,149.24	69,247.97	66.46

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
20-5479-57-00	Household Haz. Waste Disposal	2,500.00		2,500.00	2,150.00	400.00	86.00
20-5480-57-00	Contracted Services	8,983.00		8,983.00	3,597.68	497.06	40.05
20-5481-57-00	Cash Short/Over				1.99		-
20-5520-57-00	Telephones	800.00		800.00	497.34	124.44	62.17
20-5530-57-00	Travel/Lodging/Meals Expense	300.00		300.00			-
20-5533-57-00	Mileage Expense	1,500.00		1,500.00			-
20-5536-57-00	Training/Seminars	1,100.00		1,100.00			-
20-7147-57-00	Transfer to GF	80,200.00		80,200.00	53,466.64	6,683.33	66.67
	Subtotal object - 0	972,042.00		972,042.00	645,263.33	105,801.36	66.38
Program number:		972,042.00		972,042.00	645,263.33	105,801.36	66.38
Department number: 57	Utility Billing Department	972,042.00		972,042.00	645,263.33	105,801.36	66.38
	Expense Subtotal - - - - -	9,277,338.00	3,000,000.00	12,277,338.00	8,254,476.30	597,313.23	67.23
Fund number: 20	Water/Sewer	301,888.00	3,000,000.00	3,301,888.00	2,812,344.46	(171,270.68)	85.17
30-8100-00-00	OFS: Proceeds fm bond issuance				(6,175,000.00)		-
30-8101-00-00	OFS: Proceeds fm bond premium				(764,610.30)		-
	Subtotal object - 0				(6,939,610.30)		-
Program number:					(6,939,610.30)		-
Department number:	Non departmental				(6,939,610.30)		-
30-4105-10-00	Property Taxes -Delinquent	(30,000.00)		(30,000.00)	(72,912.77)	(720.29)	243.04
30-4110-10-00	Property Taxes -Current	(2,763,240.00)		(2,763,240.00)	(3,016,866.63)	(19,341.79)	109.18
30-4115-10-00	Taxes -Penalties	(18,000.00)		(18,000.00)	(22,687.45)	(1,526.47)	126.04
30-4610-10-00	Interest Income	(12,000.00)		(12,000.00)	(12,171.10)	(1,721.61)	101.43
	Subtotal object - 0	(2,823,240.00)		(2,823,240.00)	(3,124,637.95)	(23,310.16)	110.68
Program number:		(2,823,240.00)		(2,823,240.00)	(3,124,637.95)	(23,310.16)	110.68
Department number: 10	Administrative	(2,823,240.00)		(2,823,240.00)	(3,124,637.95)	(23,310.16)	110.68
	Revenue Subtotal - - - - -	(2,823,240.00)		(2,823,240.00)	(10,064,248.25)	(23,310.16)	356.48
30-8200-00-00	OFU: Pmt to bond escrow agent				7,520,684.44		-
	Subtotal object - 0				7,520,684.44		-
Program number:					7,520,684.44		-
Department number:	Non departmental				7,520,684.44		-
30-6186-10-00	2013 GO Ref Bond	282,672.22		282,672.22	77,722.23		27.50
30-6191-10-00	2010 Tax Note Payment	365,166.25		365,166.25	356,247.50		97.56
30-6192-10-00	2011 Ref Bond Pmt	177,791.00		177,791.00	172,599.13		97.08
30-6193-10-00	2012 GO Bond Payment	112,412.50		112,412.50	56,206.25		50.00
30-6197-10-00	2004 CO Bond Payment	329,992.00		329,992.00	60,496.00		18.33
30-6198-10-00	2006 Bond Payment	455,033.00		455,033.00	95,516.41		20.99
30-6199-10-00	2008 CO Bond Payment	1,078,313.00		1,078,313.00	773,820.00		71.76
30-6200-10-00	Bond Administrative Fees	20,000.00		20,000.00	88,929.34		444.65
	Subtotal object - 0	2,821,379.97		2,821,379.97	1,681,536.86		59.60
Program number:		2,821,379.97		2,821,379.97	1,681,536.86		59.60
Department number: 10	Administrative	2,821,379.97		2,821,379.97	1,681,536.86		59.60
	Expense Subtotal - - - - -	2,821,379.97		2,821,379.97	9,202,221.30		326.16
Fund number: 30	Interest and Sinking	(1,860.03)		(1,860.03)	(862,026.95)	(23,310.16)	#####

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
40-4100-10-00	Charges for Services	(30,000.00)		(30,000.00)	(19,530.00)	(2,475.00)	65.10
40-4610-10-00	Interest Income	(500.00)		(500.00)	(392.62)	(43.62)	78.52
40-4995-10-00	Transfer In	(19,160.00)		(19,160.00)	(1,440.00)	(180.00)	7.52
	Subtotal object - 0	(49,660.00)		(49,660.00)	(21,362.62)	(2,698.62)	43.02
Program number:		(49,660.00)		(49,660.00)	(21,362.62)	(2,698.62)	43.02
Department number: 10	General Fund	(49,660.00)		(49,660.00)	(21,362.62)	(2,698.62)	43.02
	Revenue Subtotal - - - - -	(49,660.00)		(49,660.00)	(21,362.62)	(2,698.62)	43.02
40-5160-10-00	MERP H & D Expense - GF	49,000.00		49,000.00	23,588.88		48.14
	Subtotal object - 0	49,000.00		49,000.00	23,588.88		48.14
Program number:		49,000.00		49,000.00	23,588.88		48.14
Department number: 10	General Fund	49,000.00		49,000.00	23,588.88		48.14
	Expense Subtotal - - - - -	49,000.00		49,000.00	23,588.88		48.14
Fund number: 40	Internal Service Fund	(660.00)		(660.00)	2,226.26	(2,698.62)	#####
45-4001-10-00	Storm Drainage Utility Fee	(228,800.00)		(228,800.00)	(162,936.97)	(21,474.42)	71.21
45-4610-10-00	Interest Storm Utility	(1,600.00)		(1,600.00)	(1,225.25)	(271.35)	76.58
	Subtotal object - 0	(230,400.00)		(230,400.00)	(164,162.22)	(21,745.77)	71.25
Program number:		(230,400.00)		(230,400.00)	(164,162.22)	(21,745.77)	71.25
Department number: 10	Administration	(230,400.00)		(230,400.00)	(164,162.22)	(21,745.77)	71.25
	Revenue Subtotal - - - - -	(230,400.00)		(230,400.00)	(164,162.22)	(21,745.77)	71.25
45-5110-10-00	Salaries	28,514.00		28,514.00	18,386.88	3,290.40	64.48
45-5115-10-00	Salaries-Overtime	2,000.00		2,000.00	1,749.44	351.19	87.47
45-5140-10-00	Salaries-Longevity Pay	195.00		195.00			-
45-5145-10-00	Social Security Expense	1,904.00		1,904.00	1,250.07	226.01	65.66
45-5150-10-00	Medicare Expense	445.00		445.00	292.36	52.86	65.70
45-5155-10-00	SUTA Expense	31.00		31.00	216.00		696.77
45-5160-10-00	Health Insurance	5,400.00		5,400.00	2,385.64	305.12	44.18
45-5165-10-00	Dental Expense	360.00		360.00			-
45-5170-10-00	Life Ins/AD&D	64.00		64.00	58.71	7.88	91.73
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	2,174.01	394.87	67.43
45-5185-10-00	Long Term/Short Term Disabilit	53.00		53.00	22.36	5.59	42.19
45-5186-10-00	WELLE-Wellness Prog Reimb Empl	420.00		420.00	260.75	35.00	62.08
45-5191-10-00	Hiring Cost	40.00		40.00			-
45-5210-10-00	Office Supplies	400.00		400.00			-
45-5250-10-00	Publications	37.00		37.00			-
45-5310-10-00	Rental Expense	7,800.00		7,800.00			-
45-5320-10-00	Repairs & Maaintenance	800.00		800.00			-
45-5340-10-00	Building Repairs	500.00		500.00			-
45-5350-10-00	Vehicle Expense	1,500.00		1,500.00			-
45-5352-10-00	Fuel	2,000.00		2,000.00	1,047.09	213.05	52.36
45-5353-10-00	Oil/Grease/Inspections	400.00		400.00			-
45-5400-10-00	Uniforms	1,700.00		1,700.00	660.84	119.96	38.87
45-5410-10-00	Professional Services-Storm Dr	5,000.00		5,000.00	29,300.00		586.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
45-5480-10-00	Contract Services	38,000.00		38,000.00	13,674.00		35.98
45-5520-10-00	Telephones	300.00	350.00	650.00	275.22	33.29	42.34
45-5521-10-00	Cell Phone Expense	350.00	(350.00)				-
45-5530-10-00	Travel/Lodging/Meals Expense	200.00		200.00			-
45-5536-10-00	Training/Seminars	800.00		800.00			-
45-5620-10-00	Tools & Equipment	2,000.00		2,000.00	75.00	75.00	3.75
45-5630-10-00	Safety Equipment	1,500.00		1,500.00	325.98	154.99	21.73
45-5640-10-00	Signs & Hardware	600.00		600.00			-
45-5650-10-00	Maintenance Materials	4,000.00		4,000.00	2,161.27	1,178.98	54.03
45-6140-10-00	Capital Expense-Equipment	163,726.00		163,726.00	14,637.35		8.94
45-6193-10-00	2012 CO Bond Payment	106,918.00		106,918.00			-
45-7143-10-00	Transfer to Internal Serv. Fd	240.00		240.00			-
45-7147-10-00	Transfer to GF	12,540.00		12,540.00	8,360.00	1,045.00	66.67
	Subtotal object - 0	394,000.00		394,000.00	98,760.66	7,489.19	25.07
Program number:		394,000.00		394,000.00	98,760.66	7,489.19	25.07
Department number: 10	Administration	394,000.00		394,000.00	98,760.66	7,489.19	25.07
	Expense Subtotal - - - - -	394,000.00		394,000.00	98,760.66	7,489.19	25.07
Fund number: 45	Storm Drainage Utility Fund	163,600.00		163,600.00	(65,401.56)	(14,256.58)	(39.98)
60-4045-60-00	Park Dedication-Fees	(100,000.00)		(100,000.00)	(166,678.25)		166.68
60-4055-60-00	Park Improvement	(200,000.00)		(200,000.00)	(237,000.00)		118.50
60-4530-60-00	Contributions				(17,500.00)		-
60-4615-60-00	Interest-Park Dedication	(1,200.00)		(1,200.00)	(1,334.43)	(170.01)	111.20
60-4620-60-00	Interest-Park Improvements	(350.00)		(350.00)	(481.72)	(60.03)	137.63
	Subtotal object - 0	(301,550.00)		(301,550.00)	(422,994.40)	(230.04)	140.27
Program number:		(301,550.00)		(301,550.00)	(422,994.40)	(230.04)	140.27
Department number: 60	Parks and Recreation	(301,550.00)		(301,550.00)	(422,994.40)	(230.04)	140.27
	Revenue Subtotal - - - - -	(301,550.00)		(301,550.00)	(422,994.40)	(230.04)	140.27
60-5290-60-00	Miscellaneous Expense				42,499.36	10.00	-
60-5410-60-00	Professional Services-Pk Ded				43,689.70	26,887.45	-
60-5411-60-00	Professional Services-Pk Imp	20,000.00	4,375.00	24,375.00	21,912.00		89.90
60-6120-60-00	Capital Exp-Pk Improvements	30,000.00		30,000.00	8,500.00		28.33
60-6140-60-00	Capital Exp-Pk Dedication	650,000.00	(4,375.00)	645,625.00			-
	Subtotal object - 0	700,000.00		700,000.00	116,601.06	26,897.45	16.66
Program number:		700,000.00		700,000.00	116,601.06	26,897.45	16.66
Department number: 60	Parks and Recreation	700,000.00		700,000.00	116,601.06	26,897.45	16.66
	Expense Subtotal - - - - -	700,000.00		700,000.00	116,601.06	26,897.45	16.66
Fund number: 60	Parks & Recreation Fund	398,450.00		398,450.00	(306,393.34)	26,667.41	(76.90)
65-4015-99-00	Impact Fees -Water	(800,000.00)		(800,000.00)	(1,003,785.00)	(117,679.00)	125.47
65-4020-99-00	Impact Fees -Sewer	(700,000.00)		(700,000.00)	(265,554.25)	(30,962.00)	37.94
65-4040-99-00	Thoroughfare Impact Fees	(1,100,000.00)		(1,100,000.00)	(881,500.75)	(99,324.00)	80.14
65-4041-99-00	West Thorfare Imp. Fees Rev				(172,125.00)	(22,362.00)	-
65-4615-99-00	Interest-Water Impact Fee	(4,000.00)		(4,000.00)	(3,019.73)	(405.29)	75.49
65-4620-99-00	Interest-Sewer Impact Fee	(4,000.00)		(4,000.00)	(1,394.63)	(189.35)	34.87

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
65-4640-99-00	Interest-Thorfare Imp Fee	(12,000.00)		(12,000.00)	(2,840.97)	(396.15)	23.68
65-4641-99-00	Interest-West Thorfare imp fee				(1,037.16)	(143.25)	-
	Subtotal object - 0	(2,620,000.00)		(2,620,000.00)	(2,331,257.49)	(271,461.04)	88.98
Program number:		(2,620,000.00)		(2,620,000.00)	(2,331,257.49)	(271,461.04)	88.98
Department number: 99	Impact Fees	(2,620,000.00)		(2,620,000.00)	(2,331,257.49)	(271,461.04)	88.98
	Revenue Subtotal - - - - -	(2,620,000.00)		(2,620,000.00)	(2,331,257.49)	(271,461.04)	88.98
65-5415-99-00	Professional Serv-Water Imp Fe	1,220,000.00		1,220,000.00	93,164.69	4,734.74	7.64
65-5420-99-00	Professional Serv-Sewer Imp Fe	255,000.00		255,000.00	5,553.60	5,553.60	2.18
65-5440-99-00	Professional Serv-Thorfare Imp	60,000.00		60,000.00	2,027.00	2,027.00	3.38
65-6115-99-00	Capital Expenditure-Water				477,643.25		-
65-6140-99-00	Capital Expenditure-Thorofare				278,794.00		-
65-7144-99-00	Transfer to Capital Proj Fund	300,000.00		300,000.00			-
	Subtotal object - 0	1,835,000.00		1,835,000.00	857,182.54	12,315.34	46.71
Program number:		1,835,000.00		1,835,000.00	857,182.54	12,315.34	46.71
Department number: 99	Impact Fees	1,835,000.00		1,835,000.00	857,182.54	12,315.34	46.71
	Expense Subtotal - - - - -	1,835,000.00		1,835,000.00	857,182.54	12,315.34	46.71
Fund number: 65	Impact Fees	(785,000.00)		(785,000.00)	(1,474,074.95)	(259,145.70)	187.78
67-4530-10-00	Police Donation Inc	(16,000.00)		(16,000.00)	(12,295.00)	(811.00)	76.84
67-4531-10-00	Fire Dept-Donation Inc	(12,000.00)		(12,000.00)	(7,447.00)	(786.00)	62.06
67-4532-10-00	Safety Fair Donations	(2,000.00)		(2,000.00)			-
67-4535-10-00	Child Safety Inc	(9,000.00)		(9,000.00)	(8,756.89)	(2,893.82)	97.30
67-4536-10-00	Court Security Revenue	(2,900.00)		(2,900.00)	(3,442.13)	(517.86)	118.69
67-4537-10-00	Technology Fd Revenue	(4,000.00)		(4,000.00)	(4,579.47)	(690.50)	114.49
67-4550-10-00	Special Revenue - Other				(1,550.95)		-
67-4610-10-00	Interest Income				(2,836.42)	(312.40)	-
67-4721-10-00	Country Xmas Donations	(10,000.00)		(10,000.00)	(17,951.00)		179.51
67-4761-10-00	Tree Mitigation Revenue				(14,175.00)		-
67-4915-10-00	Escrow Income				(72,442.68)	(2,340.00)	-
67-4916-10-00	Cash Seizure Forfeit-PD	(500.00)		(500.00)	(3,250.00)		650.00
	Subtotal object - 0	(56,400.00)		(56,400.00)	(148,726.54)	(8,351.58)	263.70
Program number:		(56,400.00)		(56,400.00)	(148,726.54)	(8,351.58)	263.70
Department number: 10	Administrative	(56,400.00)		(56,400.00)	(148,726.54)	(8,351.58)	263.70
	Revenue Subtotal - - - - -	(56,400.00)		(56,400.00)	(148,726.54)	(8,351.58)	263.70
67-5201-10-00	Special Revenue Expense-Other				40.00	40.00	-
67-5202-10-00	Country Xmas Expense	10,000.00		10,000.00	10,001.30		100.01
67-5203-10-00	Court Technology Expense	12,200.00		12,200.00	15,261.33		125.09
67-5204-10-00	Court Security Expense	2,500.00		2,500.00	544.00	68.00	21.76
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	3,388.16	40.04	42.35
67-5207-10-00	Health & Safety Fair Exp	1,500.00		1,500.00			-
67-5208-10-00	Child Safety Expense	1,000.00		1,000.00	617.00		61.70
67-5209-10-00	Escrow Expense	15,500.00		15,500.00	182,024.45		#####
67-5216-10-00	Volunteer Per Diem Expense				480.00		-

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
67-5291-10-00	Special Operations	500.00		500.00			-
67-5292-10-00	PD Seizure Expense				200.00		-
	Subtotal object - 0	59,200.00		59,200.00	216,556.24	148.04	365.80
Program number:		59,200.00		59,200.00	216,556.24	148.04	365.80
Department number: 10	Administrative	59,200.00		59,200.00	216,556.24	148.04	365.80
	Expense Subtotal - - - - -	59,200.00		59,200.00	216,556.24	148.04	365.80
Fund number: 67	Special Revenue-Donations	2,800.00		2,800.00	67,829.70	(8,203.54)	#####
73-5160-10-00	Health Insurance				21.32		-
	Subtotal object - 0				21.32		-
Program number:					21.32		-
Department number: 10	Administration				21.32		-
	Expense Subtotal - - - - -				21.32		-
Fund number: 73	Empl'ee Health Trust Fund				21.32		-
75-4530-10-00	Contributions				(105,000.00)		-
75-4611-10-00	Interest-2004 Bond	(1,000.00)		(1,000.00)	(1,342.18)	(170.07)	134.22
75-4612-10-00	Interest-2006 Bond	(1,000.00)		(1,000.00)	(200.15)	(19.43)	20.02
75-4613-10-00	Interest 2008 Bond	(1,000.00)		(1,000.00)	(10,522.33)	(1,150.24)	#####
75-4615-10-00	Interest-2011 Refd Bond	(70.00)		(70.00)			-
75-4616-10-00	Interest 2012 GO Bond	(5,000.00)		(5,000.00)	(7,221.06)	(905.23)	144.42
75-4999-10-00	Bond Proceeds	(1,965,000.00)		(1,965,000.00)	(1,000,000.00)		50.89
	Subtotal object - 0	(1,973,070.00)		(1,973,070.00)	(1,124,285.72)	(2,244.97)	56.98
Program number:		(1,973,070.00)		(1,973,070.00)	(1,124,285.72)	(2,244.97)	56.98
Department number: 10	Capital Projects	(1,973,070.00)		(1,973,070.00)	(1,124,285.72)	(2,244.97)	56.98
	Revenue Subtotal - - - - -	(1,973,070.00)		(1,973,070.00)	(1,124,285.72)	(2,244.97)	56.98
75-5110-10-00	Salaries & Wages	92,820.00		92,820.00	57,686.48	10,462.32	62.15
75-5140-10-00	Salaries - Longevity	459.00		459.00			-
75-5141-10-00	Salary - Incentive	300.00		300.00			-
75-5145-10-00	Social Security Expense	5,802.00		5,802.00	3,460.02	632.01	59.64
75-5150-10-00	Medicare Expense	1,357.00		1,357.00	809.19	147.81	59.63
75-5155-10-00	SUTA Expense	93.00		93.00	(45.00)		(48.39)
75-5160-10-00	Health Insurance	5,400.00		5,400.00	3,687.84	567.36	68.29
75-5165-10-00	Dental Insurance	360.00		360.00	168.98	24.14	46.94
75-5170-10-00	Life Insurance/AD&D	114.00		114.00	58.71	7.88	51.50
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	6,147.40	1,123.65	62.56
75-5185-10-00	Long Term/Short Term Disabilit	173.00		173.00			-
75-5186-10-00	WELLE-Wellness Prog Reimb-Empl	420.00		420.00			-
75-5212-10-00	Building Supplies				42.15		-
75-5412-10-00	Professional Serv-2006 Bond				15,373.75	2,196.25	-
75-5419-10-00	Professional Services				22,690.00	12,600.00	-
75-5419-10-00-1205-ST	Professional Services				182.60	182.60	-
75-5419-10-00-1207-ST	Professional Services				175.00	175.00	-
75-5419-10-00-1304-PK	Professional Services				166.60	166.60	-

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
75-5419-10-00-1405-ST	Professional Services				13,720.00	13,720.00	-
75-5520-10-00	Telephone Expense				739.51	56.79	-
75-5533-10-00	Mileage Expense				2,672.20		-
75-6112-10-00	Capital Expenditures-2006 Bond				3,411.25		-
75-6113-10-00	Capital Expenditure 2008 Bond				2,225,458.20	203,240.00	-
75-6116-10-00	Capital Expenditure - WS Prjts				1,100.00		-
75-6610-10-00	Construction	4,662,758.00		4,662,758.00			-
75-6610-10-00-1407-ST	Construction				4,476.80	4,476.80	-
	Subtotal object - 0	4,780,000.00		4,780,000.00	2,362,327.35	249,779.21	49.42
Program number:		4,780,000.00		4,780,000.00	2,362,327.35	249,779.21	49.42
Department number: 10	Capital Projects	4,780,000.00		4,780,000.00	2,362,327.35	249,779.21	49.42
	Expense Subtotal - - - - -	4,780,000.00		4,780,000.00	2,362,327.35	249,779.21	49.42
Fund number: 75	Capital Projects	2,806,930.00		2,806,930.00	1,238,041.63	247,534.24	44.11
76-4610-10-00	Interest Income	(50,000.00)		(50,000.00)	(24,571.23)	(3,023.31)	49.14
76-4996-10-00	Transfers In		(3,000,000.00)	(3,000,000.00)	(3,000,000.00)		100.00
76-4999-10-00	Bond Proceeds	(1,000,000.00)	(12,570,000.00)	(13,570,000.00)	(12,570,000.00)		92.63
	Subtotal object - 0	(1,050,000.00)	(15,570,000.00)	(16,620,000.00)	(15,594,571.23)	(3,023.31)	93.83
Program number:		(1,050,000.00)	(15,570,000.00)	(16,620,000.00)	(15,594,571.23)	(3,023.31)	93.83
Department number: 10	Capital Projects-W/S	(1,050,000.00)	(15,570,000.00)	(16,620,000.00)	(15,594,571.23)	(3,023.31)	93.83
	Revenue Subtotal - - - - -	(1,050,000.00)	(15,570,000.00)	(16,620,000.00)	(15,594,571.23)	(3,023.31)	93.83
76-5419-10-00	Professional Services		15,570,000.00	15,570,000.00	15,578,922.00		100.06
76-6610-10-00	Construction	1,000,000.00		1,000,000.00			-
76-6610-10-00-1202-WA	Construction				156,150.82		-
76-6610-10-00-1203-SW	Construction				3,327.30		-
76-6610-10-00-1203-WA	Construction				5,428.75		-
76-6610-10-00-1204-WA	Construction				2,280,328.92	2,280,328.92	-
	Subtotal object - 0	1,000,000.00	15,570,000.00	16,570,000.00	18,024,157.79	2,280,328.92	108.78
Program number:		1,000,000.00	15,570,000.00	16,570,000.00	18,024,157.79	2,280,328.92	108.78
Department number: 10	Capital Projects-W/S	1,000,000.00	15,570,000.00	16,570,000.00	18,024,157.79	2,280,328.92	108.78
	Expense Subtotal - - - - -	1,000,000.00	15,570,000.00	16,570,000.00	18,024,157.79	2,280,328.92	108.78
Fund number: 76	Capital Projects - Water/Sewer	(50,000.00)		(50,000.00)	2,429,586.56	2,277,305.61	#####
80-4120-65-00	Sales Taxes - EDC	(675,000.00)		(675,000.00)	(573,363.88)	(85,147.44)	84.94
80-4610-65-00	Interest Income	(12,000.00)		(12,000.00)	(13,777.23)	(1,261.96)	114.81
80-4910-65-00	Other Revenue				(4,544.57)		-
	Subtotal object - 0	(687,000.00)		(687,000.00)	(591,685.68)	(86,409.40)	86.13
Program number:		(687,000.00)		(687,000.00)	(591,685.68)	(86,409.40)	86.13
Department number: 65	Economic Development	(687,000.00)		(687,000.00)	(591,685.68)	(86,409.40)	86.13
	Revenue Subtotal - - - - -	(687,000.00)		(687,000.00)	(591,685.68)	(86,409.40)	86.13
80-5110-65-00	Salaries & Wages	229,000.00		229,000.00	148,529.93	26,636.80	64.86
80-5115-65-00	Salaries - Overtime				340.27	100.49	-
80-5140-65-00	Salaries - Longevity Pay	260.00		260.00	65.00		25.00
80-5142-65-00	Car Allowance	6,000.00		6,000.00	3,900.02	692.31	65.00
80-5143-65-00	Cell Phone Allowance		3,510.00	3,510.00	2,790.00	180.00	79.49

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
80-5145-65-00	Social Security Expense	14,570.00		14,570.00	8,007.59	1,674.68	54.96
80-5150-65-00	Medicare Expense	3,410.00		3,410.00	2,163.87	391.65	63.46
80-5155-65-00	SUTA Expense	27.00	823.00	850.00	387.00		45.53
80-5160-65-00	Health Insurance	11,160.00		11,160.00	10,306.49	1,338.12	92.35
80-5165-65-00	Dental Insurance	900.00		900.00	539.53	72.42	59.95
80-5170-65-00	Life Insurance/AD&D	25.00	275.00	300.00	234.97	31.54	78.32
80-5175-65-00	Liability (TML) Workers' Comp	500.00	500.00	1,000.00	509.63		50.96
80-5176-65-00	TML Prop. & Liab Insurance	1,000.00	(237.00)	763.00	763.10		100.01
80-5180-65-00	TMRS Expense	24,675.00		24,675.00	16,435.63	2,972.80	66.61
80-5185-65-00	Long Term/Short Term Disabilit	564.00		564.00	357.20	45.60	63.33
80-5186-65-00	WELLE-Wellness Prog Reimb-Empl				488.25	70.00	-
80-5189-65-00	Administrative Fees	2,400.00		2,400.00	1,600.00	200.00	66.67
80-5190-65-00	Contract Labor	4,500.00		4,500.00	1,955.00	425.00	43.44
80-5191-65-00	Hiring Cost	300.00		300.00	40.00		13.33
80-5210-65-00	Office Supplies	2,000.00		2,000.00	1,575.50		78.78
80-5212-65-00	Building Supplies	500.00		500.00	567.37		113.47
80-5220-65-00	Office Equipment	3,500.00		3,500.00	3,727.61		106.50
80-5230-65-00	Dues,Fees,& Subscriptions	4,700.00		4,700.00	4,802.37	363.70	102.18
80-5240-65-00	Postage and Delivery	2,000.00		2,000.00	294.87	2.87	14.74
80-5265-65-00	Promotional Expense	35,000.00		35,000.00	32,518.88	350.00	92.91
80-5280-65-00	Printing and Reproduction	2,000.00		2,000.00	2,173.48	397.79	108.67
80-5305-65-00	Chapt 380 Program Grant Exp				7,107.00		-
80-5310-65-00	Rental Expense	30,000.00		30,000.00	27,744.08	6,631.04	92.48
80-5330-65-00	Copier Expense	3,500.00		3,500.00	1,840.00	460.60	52.57
80-5340-65-00	Building Repairs	200.00		200.00			-
80-5410-65-00	Professional Services	10,000.00	(1,361.00)	8,639.00	4,125.16		47.75
80-5412-65-00	Audit Fees	1,500.00		1,500.00			-
80-5418-65-00	IT Fees	4,500.00		4,500.00	3,899.06	371.30	86.65
80-5430-65-00	Legal Fees	15,000.00		15,000.00	3,505.34	1,760.50	23.37
80-5480-65-00	Contracted Services	1,300.00		1,300.00	126.70		9.75
80-5520-65-00	Telephones	4,500.00	(310.00)	4,190.00	4,094.44	558.78	97.72
80-5521-65-00	Cell Phone Expense	3,200.00	(3,200.00)				-
80-5524-65-00	Gas-Building	350.00		350.00	264.74	36.51	75.64
80-5525-65-00	Electricity	2,000.00		2,000.00	1,263.88	299.28	63.19
80-5526-65-00	Water	400.00		400.00	258.85		64.71
80-5530-65-00	Travel/Lodging/Meals Expense	10,000.00		10,000.00	7,001.65		70.02
80-5531-65-00	Prospect Mtgs/Business Meals	5,000.00		5,000.00	2,416.63		48.33
80-5533-65-00	Mileage Expense	2,300.00		2,300.00	1,331.52	105.28	57.89
80-5536-65-00	Training/Seminars	5,000.00		5,000.00	3,015.00		60.30
80-6015-65-00	Project Incentives	100,000.00		100,000.00	55,000.00		55.00
	Subtotal object - 0	547,741.00		547,741.00	368,067.61	46,169.06	67.20
Program number:		547,741.00		547,741.00	368,067.61	46,169.06	67.20
Department number: 65	Economic Development	547,741.00		547,741.00	368,067.61	46,169.06	67.20

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %
		Adopted Budget	Amendments	Amended Budget	Actual	Actual	
	Expense Subtotal - - - - -	547,741.00		547,741.00	368,067.61	46,169.06	67.20
Fund number: 80	Economic Development Corporati	(139,259.00)		(139,259.00)	(223,618.07)	(40,240.34)	160.58



ENGINEERING

To: Mayor and Town Council

From: Hulon T. Webb, Jr, P.E., Executive Director of Development and Community Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – June 24, 2014

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Storm Water Management Agreement between Prosper Partners, LP, and the Town of Prosper, Texas, related to the construction of a detention pond and pump to serve the Parks at Legacy development.

Description of Agenda Item:

The Parks at Legacy development, located at the southwest corner of Legacy Drive and Fishtrap Road, is required to provide detention facilities to serve the development. In conjunction with Phase 1 of the development, the detention pond will include the installation of a pump to provide for the release of storm water until such time as offsite drainage improvements are complete. Since typical detention ponds release storm water without the use of pumps, Town staff is requiring Prosper Partners, LP, properly maintain the pump. The attached agreement clarifies the maintenance obligations of Prosper Partners, LP., and includes an allowance for the Town to access the property for inspection of the detention pond and pump.

Legal Obligations and Review:

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

Attached Documents:

1. Storm Water Management Agreement

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Storm Water Management Agreement between Prosper Partners, LP, and the Town of Prosper, Texas, related to the construction of a detention pond and pump to serve the Parks at Legacy development.

Proposed Motion:

I move to authorize the Town Manager to execute a Storm Water Management Agreement between Prosper Partners, LP, and the Town of Prosper, Texas, related to the construction of a detention pond and pump to serve the Parks at Legacy development.

After Recording Return to:

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

STORM WATER MANAGEMENT AGREEMENT

(Parks at Legacy Phase 1)

THIS STORM WATER MANAGEMENT AGREEMENT (the "**Agreement**") is made and entered into as of this ___ day of _____, 2014, by and between **PROSPER PARTNERS, LP** ("**Developer**") and the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipality (the "**Town**"), on the terms and conditions hereinafter set forth.

WITNESSETH:

WHEREAS, Developer owns approximately 96.62 acres of land in the Town, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "**Property**"), as shown on the preliminary plat attached hereto and Exhibit A-1; and

WHEREAS, the Town has adopted detention requirements via its Drainage Ordinance (Ordinance No. 03-09), as it now exists or hereafter may be amended (collectively referred to herein as, the "**Ordinance**"); and

WHEREAS, Developer has constructed a detention pond (the "**Detention Pond**") on the Property in accordance with the plans reviewed and approved by the Town (the "**Plans**"), which are on file in the Town's Engineering Department and are incorporated herein by reference for all purposes allowed by law; and

WHEREAS, Developer desires to fulfill its detention obligations pursuant to the Ordinance for that portion of the Property known as Phase 1 of the Parks at Legacy, as more particularly described on Exhibit B, attached hereto and incorporated herein by reference ("**Phase 1**") by use of the Detention Pond in conjunction with a pump installed on the Property (the "**Pump**") to pump water from the Detention Pond; and

WHEREAS, in consideration of Developer's obligations set forth below, the Town agrees that Developer may fulfill its detention obligations for Phase 1 via the Pump in the manner set forth below; and

WHEREAS, the Town requires that on-site storm water management facilities in the Town, such as the Detention Pond shown on the Plans, be constructed and adequately maintained by Developer and its successors and assigns as owner of the Property;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and to gain approval of the Town to record the plat for the Property, Developer and the Town agree as follows:

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

2. **Detention.** The Detention Pond on the Property shall be constructed in accordance with the Plans approved by the Town.

3. **Pond Maintenance.** The Developer, and/or its successors and assigns, as owner of the Property (individually and collectively referred to hereinafter as, the “**Owner**”), shall perform maintenance and repairs of the Detention Pond as required in order to keep the Detention Pond in good condition and repair.

4. **Entry onto the Property.** Owner hereby grants permission to the Town and its authorized agents and employees, to enter upon the Property at all reasonable times after prior written notice for the express purposes of: (i) inspecting the Detention Pond to verify the safe and proper operating of the Detention Pond, (ii) investigating any suspected or reported deficiencies in the Detention Pond, and/or (iii) responding to any complaints regarding the Detention Pond. The Town shall provide to the Owner copies of any inspection results prepared by or for the Town.

5. **Pump.** Developer shall, at its sole cost and expense, install the Pump on the Property to provide flow from the collection point at a release rate for detention purposes in accordance with the Ordinance. The Pump shall consist of a trailer mounted trash pump having a capacity that conforms to the approved detention calculations for Phase 1. Developer shall equip the Pump with an automatic on-off system to ensure operation during storm events.

6. **Pump Maintenance Obligation.** Owner shall provide Town with copies of routine inspections of the Pump to demonstrate proper operation thereof. Minimum inspection period shall be monthly and after each rain event that warrants a SWPPP inspection.

7. **Limit Development.** Developer acknowledges that Town agrees to allow the Pump to serve only Phase 1 and associated roadway improvements. No additional development that falls within the watershed being served by the Pump shall be allowed on the Property until such time as a permanent storm water conveyance system is constructed that will not require the use of the Pump.

8. **Default.** If Owner fails to comply with the provisions of this Agreement and does not cure such failure following the expiration of ten (10) days from the date the Town provides Owner with notice of such failure pursuant to Section 11, the Town shall have the following remedies, in addition to the Town’s other rights and remedies at law or in equity:

- a. to refuse to accept any portion of public improvements on the Property and/or associated with the development of the Property;
- b. to refuse to issue building permits for the Property; and
- c. the Town shall have the authority, but not a corresponding obligation, to enter upon the Property and perform necessary maintenance or repairs at the sole cost of Owner. In the event the Town performs or causes to be performed any necessary inspections, maintenance or repairs to the Channel which are not performed by Owner within the foregoing ten (10) day period as required under this Agreement, the Town shall have the right to bill Owner for such costs and expenses directly related to Owner’s failure or refusal to perform, and, in the event of nonpayment within twenty (20) days after providing Landowner written notice of said costs and expenses, the Town shall have the further right to assert a priority lien, as provided by and in accordance with applicable law, against the Property for any costs and expenses incurred by the Town in the event the Town

performs or causes to be performed such maintenance or repairs as provided above.

9. **Covenant Running with Land.** This Agreement shall be a covenant running with the land and shall be binding upon Developer, its successors, assignees, and grantees. In addition, the parties shall cause this Agreement to be filed in the Real Property Records of Denton County, Texas. Notwithstanding the foregoing, the obligations herein that burden the Property shall be released automatically as to each lot therein which is conveyed subsequent to the final plat for the Property, or portion thereof, being reviewed, approved and executed by the Town and filed in the Denton County Real Property Records. Any third party, including any title company, grantee or lien holder, shall be entitled to rely upon this Section 9 to establish whether such termination has occurred with respect to any lot.

10. **No Waiver of Town Ordinances.** Developer expressly acknowledges that by entering into this Agreement, Developer, its successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any Exhibits as waiving any of the requirements of the Ordinance or any other ordinance of the Town.

11. **Indemnification.** Owner hereby agrees to fully indemnify, protect and hold the Town harmless from any and all claims, suits, judgments, causes of action and demands, including its reasonable attorney's fees and all associated costs and expenses, that may arise out of, be related to in any way, or asserted because of this Agreement; however, Owner shall not be responsible for or be required to indemnify Town from Town's own negligence.

12. **Payment of Town's Attorney's Fees.** Developer shall pay, or cause to be paid, to Prosper any attorney's fees charged to Prosper by Prosper's legal counsel for, among other things, legal review and revision of this Agreement and all further agreements, ordinances, resolutions or documents contemplated by this Agreement, in an amount not to exceed \$2,000.00 within ten (10) days upon receipt of an invoice of same from Prosper.

13. **Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via facsimile, a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to Town:

Town of Prosper
 Attention: Town Manager
 121 West Broadway
 P. O. Box 307
 Prosper, Texas 75078
 Telephone: (972) 346-2640
 Facsimile: (972) 346-9335

With a copy to:

Town Attorney
121 West Broadway
P. O. Box 307
Prosper, Texas 75078
Telephone: (972) 346-2640
Facsimile: (972) 347-9335

If to Developer:

Prosper Partners, LP
Attention: Craig Curry
10950 Research Road
Frisco, Texas 75033
Telephone: (214) 387-3993
Facsimile: (214) 387-3913

With a copy to:

Charles A. Poche, Jr., Esq.
Poche Law PC
5400 LBJ Freeway, Suite 1200
Dallas, Texas 75240
Telephone: (214) 764-0961
Facsimile: (214) 764-0971

14. **Captions and Headings.** The captions and headings of the Sections of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement nor shall they be employed to interpret or aid in the construction of this Agreement.

15. **Application of Texas Laws and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.

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

17. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

18. **Invalidation.** Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

19. **Town Manager Authorized to Execute.** The Town Council hereby authorizes the Town Manager of the Town of Prosper to execute this Agreement on behalf of the Town.

20. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

21. **Binding Obligation.** The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer to same. Further, this Agreement is and shall be binding upon Developer, its successors, assigns, grantees, and all others holding any interest in the Property now or in the future, until such time as this Agreement terminates with respect to the Property or applicable portion thereof.

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

23. **Vested Rights/Chapter 245 Waiver.** The parties hereto shall be subject to all ordinances of Town, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a “permit” as defined in Chapter 245, Texas Local Government Code, and nothing in this Agreement provides the Town with fair notice of Developer’s project. This Section 23 shall survive the termination of this Agreement.

24. **Developer’s Warranties/Representations.** All warranties, representations and covenants made by Developer in this Agreement or in any certificate or other instrument delivered by Developer to Town under this Agreement shall be considered to have been relied upon by Town.

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

26. **Sovereign Immunity.** The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement, except as to Chapter 271, Subchapter I of the Local Government Code.

27. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a party to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

28. **Waiver.** Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party’s right thereafter to enforce and compel strict compliance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

TOWN:

TOWN OF PROSPER, TEXAS

By: _____
Harlan Jefferson,
Town Manager, Town of Prosper

DEVELOPER:

PROSPER PARTNERS, LP,
a Texas limited partnership

By: Prosper Partners GP, LLC,
a Texas limited liability company,
General Partner

By: _____
Craig Curry, Manager

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of _____, 2014, by Harlan Jefferson, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper.

[SEAL] _____
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of _____, 2014, by Craig Curry, Manager of Prosper Partners GP, LLC, a Texas limited liability company, General Partner of Prosper Partners, LP, a Texas limited partnership, in the capacity herein stated.

[SEAL] _____
Notary Public, State of Texas

Exhibit A

Legal Description of the Property

Being a tract of land situated in the L. Netherly Survey, Abstract Number 962, Town of Prosper, Denton County, Texas, being a portion of that tract of land described by deed to Prosper Partners, LP recorded in Instrument Number 2008-22064 Real Property Records, Denton County, Texas and more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found at the northwest corner of said Prosper Partners tract, in the south line of Fishtrap Road (no record found), and being in the east line of that tract of land described by deed to Florence Jackson recorded in Volume 1001, Page 929 of said Real Property Records:

THENCE with the north line of said Prosper Partners tract the following bearings and distances:

N 89°03'40"E, 2371.32 feet;

N 66°46'44"E, 833.95 feet;

THENCE S 64°27'33"E, 84.11 feet departing said south line, over and across said Prosper Partners tract the following courses and distances:

S 44°46'26"E, 229.75 feet;

S 49°37'20"E, 195.23 feet;

S 23°45'10"W, 415.57 feet;

S 66°46'44"W, 910.50 feet;

S 69°03'11"W, 77.01 feet;

S 76°02'46"W, 76.24 feet;

S 04°34'46"W, 29.25 feet;

S 21°33'26"W, 722.29 feet to the beginning of a non-tangent curve to the left;

THENCE with said non-tangent curve to the left, an arc distance of 245.04 feet, through a central angle of 10°32'29", having a radius of 1331.86 feet, the long chord which bears N 86°19'32"W, 244.69 feet;

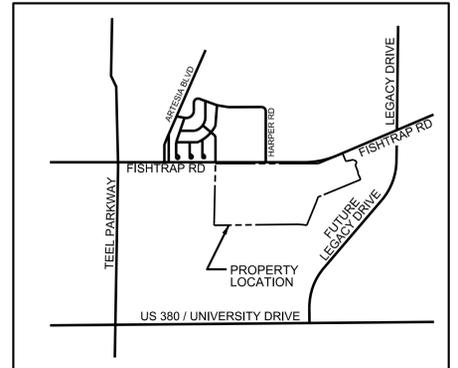
THENCE S 88°24'14"W, 1871.62 feet, to the east line of aforementioned Florence Jackson tract;

THENCE N 00°20'58"E, 1480.85 feet, with said east line, to the **Point of Beginning** and containing 4,209,032 square feet or 96.626 acres of land more or less.

Exhibit A-1

Preliminary Plat of the Property

(See next three pages)



VICINITY MAP
SCALE: N.T.S.

- LEGEND**
- H.O.A. HOMEOWNER'S ASSOCIATION
 - B.L. BUILDING LINE
 - R.O.W. RIGHT OF WAY
 - D.E. DRAINAGE EASEMENT
 - S.S.E. SANITARY SEWER EASEMENT
 - W.E. WATER EASEMENT
 - U.E. UTILITY EASEMENT
 - TYP. TYPICAL
 - (A) BLOCK DESIGNATION
 - ◆ STREET NAME CHANGE
 - ▼ DENOTES FRONT YARD
 - HIKE & BIKE TRAIL

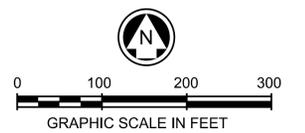
A PRELIMINARY PLAT OF THE PARKS AT LEGACY

PD-14 ZONING
BEING A 96.626 ACRE TRACT OF LAND LOCATED IN THE L. NETHERLY SURVEY, ABSTRACT NO. 962 SITUATED IN TOWN OF PROSPER, DENTON COUNTY, TEXAS 300 SINGLE FAMILY RESIDENTIAL LOTS, 11 OPEN SPACES

OWNER
PROSPER PARTNERS, LP
10950 RESEARCH ROAD
FRISCO, TEXAS 75033
PHONE: 214-387-3993
FAX: 214-387-3913

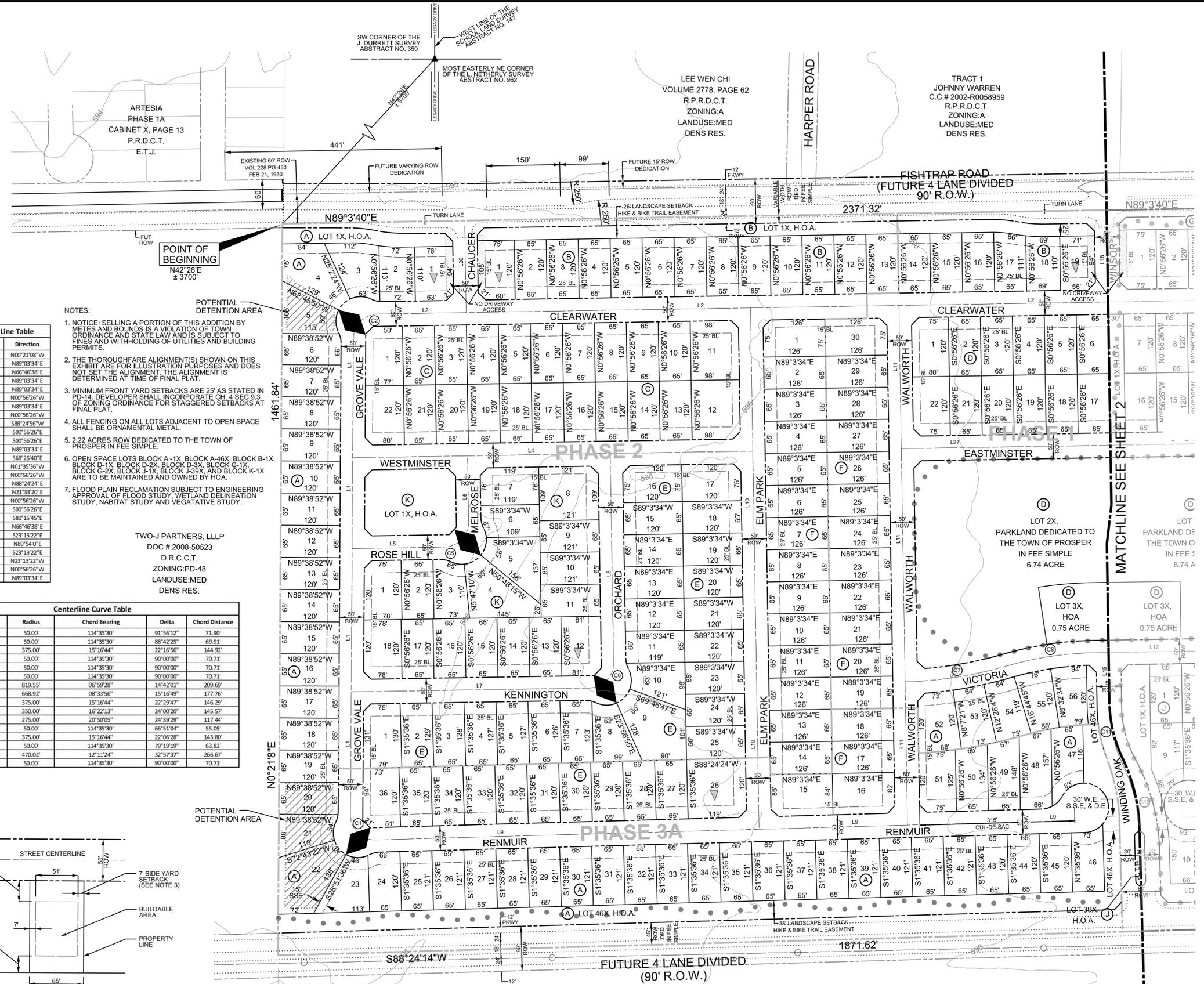
DEVELOPER
GREATER TEXAS LAND RESOURCES
10950 RESEARCH ROAD
FRISCO, TEXAS 75033
PHONE: 214-387-3993
FAX: 214-387-3913

PLANNER / ENGINEER
PELTON LAND SOLUTIONS, LLLP
10875 JOHN W. ELLIOT DR. SUITE 400
FRISCO, TX 75033
PHONE: 469-213-1800
5751 KROGER DR.
SUITE 185
KELLER, TX 76244



APRIL 26, 2014 SCALE: 1"=100'

PROJECT NO



Centerline Line Table

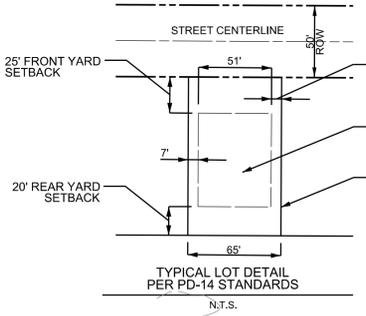
Line#	Length	Direction
L1	964.44'	N00°21'08"W
L2	2141.90'	N89°03'34"E
L3	354.30'	N66°46'38"E
L4	813.47'	N89°03'34"E
L5	188.08'	N89°03'34"E
L6	133.82'	N00°56'26"W
L7	484.63'	N89°03'34"E
L8	423.82'	N00°56'26"W
L9	1421.52'	S88°24'56"W
L10	1055.43'	S00°56'26"E
L11	1052.00'	S00°56'26"E
L12	294.88'	N89°03'34"E
L13	76.44'	S68°26'40"E
L14	143.71'	N01°35'36"W
L15	111.59'	N00°56'26"W
L16	185.51'	N88°24'24"E
L17	445.11'	N21°33'20"E
L18	175.00'	N00°56'26"W
L19	389.76'	S00°56'26"E
L20	67.85'	S89°03'45"E
L21	863.25'	N65°46'38"E
L22	124.15'	S23°13'22"E
L23	170.00'	N89°54'0"E
L24	355.29'	S23°13'22"E
L25	236.01'	N23°13'22"W
L26	118.51'	N00°56'26"W
L27	815.85'	N89°03'34"E

Centerline Curve Table

Curve#	Length	Radius	Chord Bearing	Delta	Chord Distance
C1	80.23'	50.00'	114°35'30"	91°56'12"	71.90'
C2	77.41'	50.00'	114°35'30"	88°42'25"	69.91'
C3	145.84'	375.00'	15°16'44"	22°16'56"	144.92'
C4	78.74'	50.00'	114°35'30"	90°00'00"	70.71'
C5	78.54'	50.00'	114°35'30"	90°00'00"	70.71'
C6	78.54'	50.00'	114°35'30"	90°00'00"	70.71'
C7	210.27'	819.55'	06°59'28"	18°42'01"	209.69'
C8	178.39'	668.92'	08°33'56"	15°16'49"	177.76'
C9	147.24'	375.00'	15°16'44"	22°29'47"	146.29'
C10	146.64'	350.00'	16°22'13"	24°00'20"	145.57'
C11	118.35'	275.00'	20°05'05"	24°39'29"	117.44'
C12	58.34'	50.00'	114°35'30"	66°51'04"	55.09'
C13	144.70'	375.00'	15°16'44"	22°06'28"	143.80'
C14	69.22'	50.00'	114°35'30"	79°19'19"	63.82'
C15	270.39'	470.02'	12°11'24"	32°57'37"	266.67'
C16	78.54'	50.00'	114°35'30"	90°00'00"	70.71'

- NOTES:**
- NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF TOWN ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHOLDING OF UTILITIES AND BUILDING PERMITS.
 - THE THOROUGHFARE ALIGNMENT(S) SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.
 - MINIMUM FRONT YARD SETBACKS ARE 25' AS STATED IN PD-14. DEVELOPER SHALL INCORPORATE CH. 4 SEC 9.3 OF ZONING ORDINANCE FOR STAGGERED SETBACKS AT FINAL PLAT.
 - ALL FENCING ON ALL LOTS ADJACENT TO OPEN SPACE SHALL BE ORNAMENTAL METAL.
 - 2.22 ACRES ROW DEDICATED TO THE TOWN OF PROSPER IN FEE SIMPLE.
 - OPEN SPACE LOTS BLOCK A-1X, BLOCK A-46X, BLOCK B-1X, BLOCK D-1X, BLOCK D-2X, BLOCK D-3X, BLOCK G-1X, BLOCK G-2X, BLOCK J-1X, BLOCK J-39X, AND BLOCK K-1X ARE TO BE MAINTAINED AND OWNED BY HOA.
 - FLOOD PLAIN RECLAMATION SUBJECT TO ENGINEERING APPROVAL OF FLOOD STUDY, WETLAND DELINEATION STUDY, HABITAT STUDY AND VEGETATIVE STUDY.

TWO-J PARTNERS, LLLP
DOC # 2008-50523
D.R.C.C.T.
ZONING: PD-48
LANDUSE: MED
DENS RES.

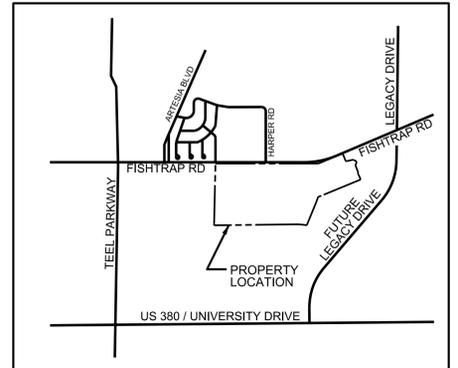
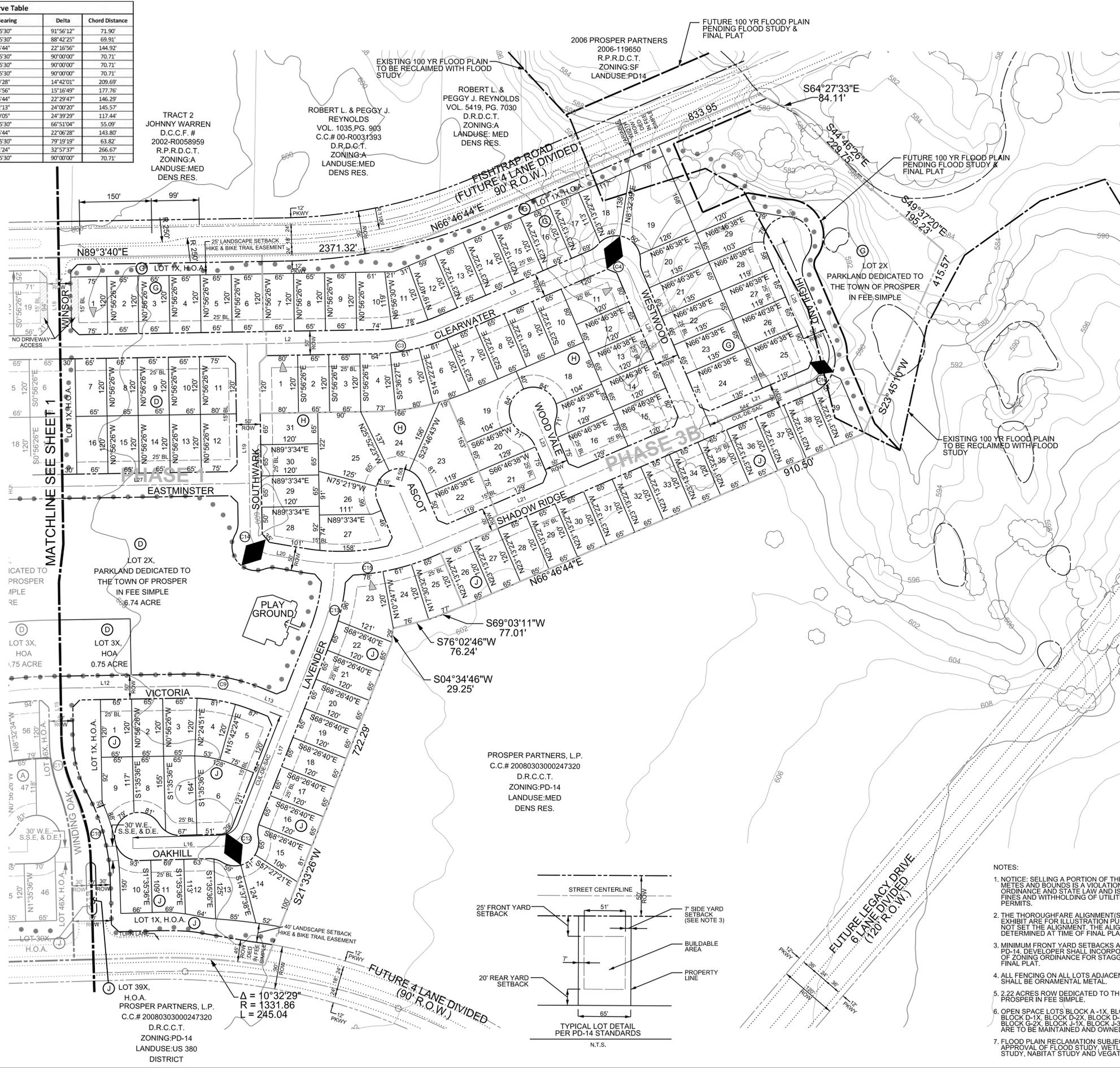


TWO-J PARTNERS, LLLP
DOC # 2008-50523
D.R.C.C.T.
ZONING: PD-48
LANDUSE: OFFICE/SERVICE

PROSPER PARTNERS, L.P.
C.C.# 20080303000247320
D.R.C.C.T.
ZONING: PD-14
LANDUSE: US 380 DISTRICT

Centerline Curve Table					
Curve#	Length	Radius	Chord Bearing	Delta	Chord Distance
C1	80.23'	50.00'	114°35'30"	91°56'12"	71.90'
C2	77.41'	50.00'	114°35'30"	88°42'25"	69.91'
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Centerline Line Table		
Line#	Length	Direction
L1	964.44'	N00°21'08"W
L2	2141.90'	N89°03'34"E
L3	354.30'	N66°46'38"E
L4	813.47'	N89°03'34"E
L5	188.08'	N89°03'34"E
L6	133.82'	N00°56'26"W
L7	484.63'	N89°03'34"E
L8	423.82'	N00°56'26"W
L9	1421.52'	S88°24'55"W
L10	1055.43'	S00°56'26"E
L11	1052.00'	S00°56'26"E
L12	294.88'	N89°03'34"E
L13	76.44'	S68°26'40"E
L14	143.71'	N01°35'36"W
L15	111.59'	N00°56'26"W
L16	185.51'	N88°24'24"E
L17	445.11'	N21°33'20"E
L18	175.00'	N00°56'26"W
L19	389.76'	S00°56'26"E
L20	67.85'	S80°15'45"E
L21	863.25'	N66°46'38"E
L22	124.15'	S23°13'22"E
L23	170.00'	N89°54'0"E
L24	356.29'	S23°13'22"E
L25	236.01'	N23°13'22"W
L26	118.51'	N00°56'26"W
L27	815.85'	N89°03'34"E



VICINITY MAP
SCALE: N.T.S.

- LEGEND**
- H.O.A. HOMEOWNER'S ASSOCIATION
 - B.L. BUILDING LINE
 - R.O.W. RIGHT OF WAY
 - D.E. DRAINAGE EASEMENT
 - S.S.E. SANITARY SEWER EASEMENT
 - W.E. WATER EASEMENT
 - U.E. UTILITY EASEMENT
 - TYP. TYPICAL
 - (A) BLOCK DESIGNATION
 - ◆ STREET NAME CHANGE
 - ▼ DENOTES FRONT YARD
 - ☁ EXIST TREES/VEGETATION
 - HIKE & BIKE TRAIL
 - PLAYGROUND

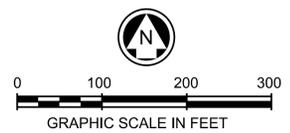
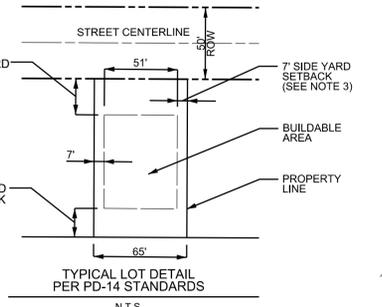
A PRELIMINARY PLAT
OF
THE PARKS AT LEGACY
PD-14 ZONING
BEING A 96.626 ACRE TRACT OF LAND LOCATED
IN THE L. NETHERLY SURVEY, ABSTRACT NO. 962
SITUATED IN TOWN OF PROSPER, DENTON COUNTY, TEXAS
300 SINGLE FAMILY RESIDENTIAL LOTS, 11 OPEN SPACES

OWNER
PROSPER PARTNERS, LP
10950 RESEARCH ROAD
FRISCO, TEXAS 75033
PHONE: 214-387-3993
FAX: 214-387-3913

DEVELOPER
GREATER TEXAS LAND RESOURCES
10950 RESEARCH ROAD
FRISCO, TEXAS 75033
PHONE: 214-387-3993
FAX: 214-387-3913

PLANNER / ENGINEER
PELTON LAND SOLUTIONS, LLLP
10875 JOHN W. ELLIOT DR. SUITE 400
FRISCO, TX 75033
PHONE: 469-213-1800
5751 KROGER DR.
SUITE 185
KELLER, TX 76244

- NOTES:**
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APRIL 26, 2014 SCALE: 1"=100'

PROJECT NO

C:\JWS\GIS\2014\1_ProspersParks\PLAT\GIS\100011_1.pxdwg

OWNERS CERTIFICATE

WHEREAS, Prosper Partners, LP are the owners of a tract of land situated in the L. Netherly Survey, Abstract No. 962, Denton County, Texas and being out of a 82.293 acre tract conveyed to them by The Rudman Partnership, and being more particularly described as follows:

Being a tract of land situated in the L. Netherly Survey, Abstract Number 962, Town of Prosper, Denton County, Texas, being a portion of that tract of land described by deed to Prosper Partners, LP recorded in Instrument Number 2008-22064 Real Property Records, Denton County, Texas and more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found at the northwest corner of said Prosper Partners tract, in the south line of Fishtrap Road (no record found), and being in the east line of that tract of land described by deed to Florence Jackson recorded in Volume 1001, Page 929 of said Real Property Records:

THENCE with the north line of said Prosper Partners tract the following bearings and distances:

N 89°03'40"E, 2371.32 feet; N 66°46'44"W, 833.95 feet;

THENCE S 64°27'33"E, 84.11 feet departing said south line, over and across said Prosper Partners tract the following courses and distances:

S 44°46'26"E, 229.75 feet; S 49°37'20"E, 195.23 feet; S 23°45'10"W, 415.57 feet; S 66°46'44"W, 910.50 feet; S 69°03'11"W, 77.01 feet; S 76°02'46"W, 76.24 feet; S 04°34'46"W, 29.25 feet; S 21°33'26"W, 722.29 feet to the beginning of a non-tangent curve to the left;

THENCE with said non-tangent curve to the left, an arc distance of 245.04 feet, through a central angle of 10°32'29", having a radius of 1331.86 feet, the long chord which bears N 86°19'32"W, 244.69 feet;

THENCE S 88°24'14"W, 1871.62 feet, to the east line of aforementioned Florence Jackson tract;

THENCE N 00°20'58"E, 1480.85 feet, with said east line, to the Point of Beginning and containing 4,209,032 square feet or 96.626 acres of land more or less.

- 1. The streets and alleys are dedicated in fee simple for street and alley purposes.
2. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
3. The easements and public use areas, as shown, are dedicated for the public use forever for the purposes indicated on this plat.
4. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the Town of Prosper.
5. The Town of Prosper is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
6. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and Town of Prosper's use thereof.
7. The Town of Prosper and public utilities shall at all times have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
8. The Town of Prosper and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.
9. All modifications to this document shall be by means of plat and approved by the Town of Prosper.

This plat is approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Prosper, Texas. WITNESS, my hand, this the ___ day of ___, 20__.

Authorized Signature Printed Name and Title

STATE OF TEXAS §

COUNTY OF Denton § BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of ___, 20__.

Notary Public, State of Texas

DRAINAGE AND DETENTION EASEMENT (ABOVE GROUND DETENTION)

This plat is hereby adopted by the Owners and approved by the Town of Prosper (Called "Town") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors and assigns: The Portion of Block A, as shown on the plat is called "Drainage and Detention Easement". The Drainage and Detention Easement within the limits of this addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The Town will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence or any other structure within the Drainage and Detention Easement, as herein above defined, unless approved by the Town Engineer. Provided, however, it is understood that in the event it becomes necessary for the Town to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by drainage in or adjacent to the subdivision, then in such event, the Town shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the Town shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The Town shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure or structures, within the Easement.

LANDSCAPE EASEMENT

The undersigned covenants and agrees that the landscape easement and restrictions herein set forth shall run with the land and be binding on the owner(s) of the property in this subdivision, their successors and assigns, and all parties claiming by, through and under them. In the event a replat is requested on all or part of this property, the Town may require any similar or additional restrictions at its sole discretion. The sole responsibility for maintenance and replacement of landscape materials thereof shall be borne by any homeowners' association hereafter established for the owners of lots in this subdivision and/or the owners of the individual lots within this subdivision. Such maintenance and replacement shall be in conformance with the requirements, standards, and specifications of the Town of Prosper, as presently in effect or as may be hereafter amended. This provision may be enforced by specific performance or by any other remedy allowed by law. This Landscape Easement shall be void of utilities and other elements unless otherwise approved on the plat.

LOT AREA TABLE

Table with 11 columns (Block A through Block K) and 39 rows (Lot# and Area). Each block contains 39 lots with varying area values.

Table with 2 columns (Lot# and Area) and 39 rows. Lot areas range from 8,888 s.f. to 9,029 s.f.

Table with 3 columns (Block No., Lot No., Area (Acres)) and 11 rows (A through K). Shows area for each lot in each block.

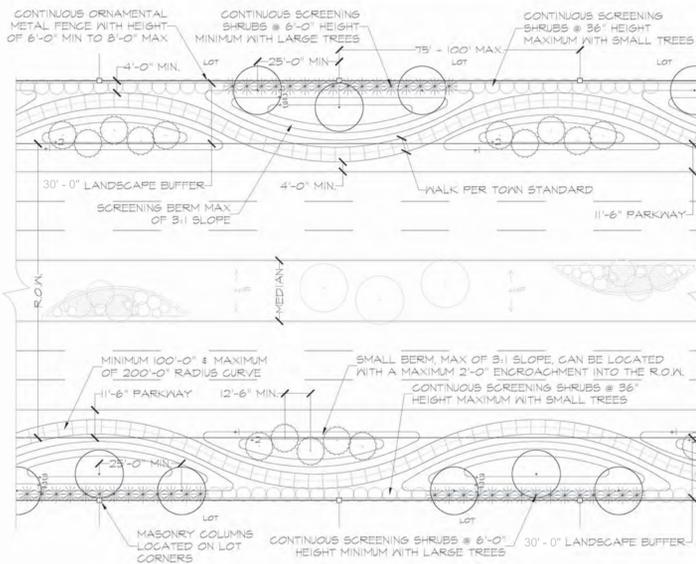
CERTIFICATE OF APPROVAL

Approved this ___ day of ___, 2013 by the Planning & Zoning Commission of the Town of Prosper, Texas.

Planning & Zoning Commission Chair
Town Secretary
Town Engineer
Planning Department

THE FOLLOWING WILL BE ESTABLISHED UPON COMPLETION OF FLOOD STUDY AND SUBMITTAL OF FINAL PLAT

A no-build and preservation easement(s) shall be provided on lots and open space lots as shown on the Final Plat to preserve topography and vegetation (the "no-build and preservation easement(s)"). A minimum twenty (20) foot building setback shall be provided adjacent to the no-build and preservation easement(s). Pools and decks shall be permitted within the twenty (20) foot setback, but not in the no-build and preservation easement(s), within the platted lot, and shall meet the minimum setbacks as specified in the Zoning Ordinance, and any amendments thereto. Neither grade changes nor vegetation removal shall occur within the no-build and preservation easement(s) without prior Town Engineer approval.



LANDSCAPE/SCREENING DETAIL N.T.S.

AVERAGE LOT SIZE = 8453 s.f.

DENSITY = 300 LOTS / 95.368 AC = 3.14

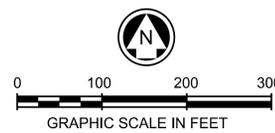
A PRELIMINARY PLAT OF THE PARKS AT LEGACY

PD-14 ZONING BEING A 96.626 ACRE TRACT OF LAND LOCATED IN THE L. NETHERLY SURVEY, ABSTRACT NO. 962 SITUATED IN TOWN OF PROSPER, DENTON COUNTY, TEXAS 300 SINGLE FAMILY RESIDENTIAL LOTS, 11 OPEN SPACES

OWNER PROSPER PARTNERS, LP 10950 RESEARCH ROAD FRISCO, TEXAS 75033 PHONE: 214-387-3993 FAX: 214-387-3913

DEVELOPER GREATER TEXAS LAND RESOURCES 10950 RESEARCH ROAD FRISCO, TEXAS 75033 PHONE: 214-387-3993 FAX: 214-387-3913

PLANNER / ENGINEER PELOTON LAND SOLUTIONS, LLLP 10875 JOHN W. ELLIOT DR. SUITE 400 FRISCO, TX 75033 PHONE: 469-213-1800 5751 KROGER DR. SUITE 185 KELLER, TX 76244



APRIL 26, 2014 SCALE: 1"=100'

PROJECT NO

Exhibit B

Legal Description of Phase 1

BEING A TRACT OF LAND SITUATED IN THE L. NETHERLY SURVEY, ABSTRACT NUMBER 962, CITY OF

PROSPER, DENTON COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED BY DEED

TO PROSPER PARTNERS, L.P. AS RECORDED IN INSTRUMENT NUMBER 2008-22064, REAL PROPERTY

RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID PROSPER PARTNERS, L.P. TRACT, BEING IN THE SOUTH RIGHT-OF-WAY LINE OF FISHTRAP ROAD (A CALLED 60 FOOT RIGHT-OF-WAY), AND BEING IN THE EAST LINE OF THAT TRACT OF LAND DESCRIBED BY DEED TO

TWO-J PARTNERS, LLLP AS RECORDED IN INSTRUMENT NUMBER 2008-50523, SAID REAL PROPERTY

RECORDS;

THENCE N 89°03'40"E, 1250.08 FEET WITH THE COMMON NORTH LINE OF SAID PROSPER PARTNERS,

L.P. TRACT AND SAID SOUTH RIGHT-OF-WAY LINE TO A 5/8 INCH IRON ROD WITH CAP STAMPED

“PELTON” SET, THE POINT OF BEGINNING;

THENCE N 89°03'40"E, 850.00 FEET CONTINUING WITH SAID COMMON LINE TO A 5/8 INCH IRON ROD

WITH CAP STAMPED “PELTON” SET, FROM WHICH TO A 5/8 INCH IRON ROD WITH CAP STAMPED

“PELTON” BEARS N 89°03'40"E, 271.24 FEET;

THENCE S 00°56'20"E, 150.00 FEET DEPARTING SAID COMMON LINE TO A 5/8 INCH IRON ROD WITH

CAP STAMPED “PELTON” SET;

THENCE N 89°03'40"E, 5.85 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED “PELTON” SET;

THENCE S 00°56'20"E, 50.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED
"PELTON" SET;

THENCE S 44°03'40"W, 21.21 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED
"PELTON" SET;

THENCE S 00°56'20"E, 105.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED
"PELTON" SET;

"PELTON" SET;

THENCE N 79°47'46"E, 79.71 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED
"PELTON" SET;

THENCE N 75°17'45"E, 32.28 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED
"PELTON" SET;

THENCE S 23°13'16"E, 260.27 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED
"PELTON" SET;

THENCE S 66°46'44"W, 10.39 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED
"PELTON" SET;

THENCE S 23°13'16"E, 25.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED
"PELTON" SET;

THENCE S 66°46'44"W, 130.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED
"PELTON" SET;

THENCE S 23°13'16"E, 120.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED
"PELTON" SET;

THENCE S 66°46'44"W, 15.71 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED
"PELTON" SET;

THENCE S 69°38'09"W, 61.31 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED
"PELTON" SET;

THENCE S 76°02'46"W, 76.24 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED
"PELTON" SET;

THENCE S 04°34'46"W, 29.25 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED
"PELTON" SET;

THENCE S 21°33'26"W, 712.71 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED
"PELTON" SET,

THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE WITH SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 229.01 FEET, THROUGH

A CENTRAL ANGLE OF $10^{\circ}52'29''$, HAVING A RADIUS OF 1206.56 FEET, THE LONG CHORD WHICH BEARS

N $86^{\circ}09'32''$ W, 228.66 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

THENCE S $88^{\circ}24'14''$ W, 177.10 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

THENCE N $01^{\circ}35'46''$ W, 224.71 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET,

THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 122.55 FEET, THROUGH A CENTRAL

ANGLE OF $19^{\circ}01'45''$, HAVING A RADIUS OF 369.00 FEET, THE LONG CHORD WHICH BEARS

N $11^{\circ}06'39''$ W, 121.99 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET, THE

BEGINNING OF A REVERSE CURVE TO THE RIGHT;

THENCE WITH SAID REVERSE CURVE TO THE RIGHT, AN ARC DISTANCE OF 69.17 FEET, THROUGH A

CENTRAL ANGLE OF $13^{\circ}12'41''$, HAVING A RADIUS OF 300.00 FEET, THE LONG CHORD WHICH BEARS

N $14^{\circ}01'11''$ W, 69.02 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

THENCE S $88^{\circ}50'20''$ W, 33.15 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

THENCE S $83^{\circ}47'52''$ W, 46.27 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

THENCE S $78^{\circ}21'45''$ W, 58.76 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

THENCE S $75^{\circ}21'11''$ W, 72.53 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

THENCE S $79^{\circ}31'36''$ W, 72.55 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

THENCE S $84^{\circ}22'30''$ W, 87.54 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON" SET;

THENCE N 00°57'00"W, 91.45 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED
"PELTON" SET;

THENCE S 89°03'40"W, 175.96 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED
"PELTON" SET;

THENCE N 00°56'20"W, 790.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED
"PELTON" SET;

THENCE N 89°03'40"E, 85.96 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED
"PELTON" SET;

THENCE N 00°56'20"W, 50.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED
"PELTON" SET;

THENCE N 89°03'40"E, 65.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED
"PELTON" SET;

THENCE N 00°56'20"W, 150.00 FEET TO THE POINT OF BEGINNING AND CONTAINING
1,459,950

SQUARE FEET OR 33.516 ACRES OF LAND MORE OR LESS.



ENGINEERING

To: Mayor and Town Council

From: Matt Richardson, P.E., Senior Engineer

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – June 24, 2014

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Reservation of Rights and Encroachment on Easement Agreement between Atmos Energy Corporation and the Town of Prosper, Texas, related to the dedication of right-of-way for Mahard Parkway.

Description of Agenda Item:

Atmos Energy Corporation and Energy Transfer Fuel, LP, co-own a pipeline easement running north-south in the vicinity of future Mahard Parkway and Atmos has the right to administer the easement on behalf of both parties. Atmos currently operates a 30-inch high-pressure natural gas pipeline within the easement. The proposed alignment of Mahard Parkway will result in the pipeline easement running down the median of the future roadway and within the public right-of-way. The attached agreement specifies that Atmos shall retain all rights specified by the original easement document and that the Town shall not install utilities, lights, landscaping or additional paving except as specifically permitted by the agreement. Certain turn lanes and median openings are permitted by the agreement for roadway intersections and to allow access to adjacent properties.

Attached Documents:

1. Reservation of Rights and Encroachment on Easement Agreement
2. Location Map

Legal Obligations and Review:

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

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Reservation of Rights and Encroachment on Easement Agreement between Atmos Energy Corporation and the Town of Prosper, Texas, related to the dedication of right-of-way for Mahard Parkway.

Proposed Motion:

I move to authorize the Town Manager to execute a Reservation of Rights and Encroachment on Easement Agreement between Atmos Energy Corporation and the Town of Prosper, Texas, related to the dedication of right-of-way for Mahard Parkway.

RESERVATION OF RIGHTS AND ENCROACHMENT ON EASEMENT AGREEMENT

This Reservation of Rights and Encroachment on Easement Agreement (this "Agreement") is entered into as of _____, 2014, by and between Atmos Energy Corporation, a Texas and Virginia corporation ("Atmos"), and the Town of Prosper, Texas (the "Town of Prosper").

WHEREAS, Atmos and Energy Transfer Fuel, LP are the current joint-owners of an easement (the "Atmos Easement") covering certain real property located in Collin County Texas and more particularly described on Exhibit "A" attached hereto (the "Easement Property"), which Easement is recorded in Volume 6077, Page 1639, of the Official Records of Collin County;

WHEREAS, Atmos has the right to administer the Atmos Easement, which right includes entering into this Agreement for itself and on the behalf of Energy Transfer Fuel, LP;

WHEREAS, the Atmos Easement contemplates that limited paving will be allowed within the Easement Property, notwithstanding the presence of a 30" high-pressure natural gas pipeline located within the Easement Property;

WHEREAS, the current owner of the fee interest in the Easement Property intends to dedicate to the Town of Prosper, for use as road right-of-way to be known as Mahard Parkway (the "Dedication"), certain real property more particularly described on Exhibit "B" attached hereto (collectively, the "Right-of-Way Property"), and the Right-of-Way Property includes the majority of the Easement Property;

WHEREAS, Atmos and the Town of Prosper have agreed that, so long as Atmos retains all rights in the Easement Property which it possesses pursuant to the Atmos Easement, Atmos shall not object to the Dedication of a portion of the Easement Property so long as certain restrictions are followed; and

WHEREAS, Atmos and the Town of Prosper have agreed to execute this Agreement to memorialize their agreements regarding the Easement Property and the Dedication.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Atmos and the Town of Prosper do hereby agree as follows:

1. Retention of Rights by Atmos. Notwithstanding the Dedication of all or any portion of the Easement Property to the Town of Prosper, as right-of-way or for any other purpose, the Town of Prosper covenants and agrees that Atmos shall retain all, and does not waive any, rights to which it is entitled pursuant to the Atmos Easement. Further, all restrictions on construction or use of the Easement Property contained in the Atmos Easement shall remain in effect and continue to apply with full force to the Town of Prosper, notwithstanding any such Dedication. Without limitation, except as expressly permitted by the Atmos Easement, the Town of Prosper shall not install utilities, lights or light standards, or additional paving within the Easement Property.

2. Construction and Location of Encroaching Facilities. The Town of Prosper may construct and locate certain road crossings and turn lanes (the "Encroaching Facilities") over and across the Easement Property only in those areas identified on the site plan for Mahard Parkway attached as Exhibit "C" hereto (the "Site Plan"), provided that the construction of the Encroaching Facilities shall comply with the reasonable requirements of Atmos.

2. Restrictions on Use of Easement Property. The Town of Prosper shall use only so much of the Easement Property as is shown on the Site Plan to construct, inspect, maintain and repair

the Encroaching Facilities. The Town of Prosper shall, at its own cost and expense, comply with all applicable laws. At the conclusion of any construction, The Town of Prosper shall remove all debris and other materials from the Easement Property, excluding the Encroaching Facilities, and restore the Easement Property to the same condition it was in prior to the commencement of the Town of Prosper's construction thereon or in proximity thereto. Excepting those improvements expressly allowed herein, the Town of Prosper shall not otherwise place upon the Easement Property any improvements, except in accordance with the terms of the Atmos Easement.

3. Maintenance of Encroaching Facilities. The Town of Prosper, at its sole expense, shall maintain and operate the Encroaching Facilities. Atmos shall not, under any circumstances, be responsible for any costs of construction, reconstruction, operation, maintenance or removal of the Town of Prosper's Encroaching Facilities.

4. Risk and Liability. The Town of Prosper assumes all risks and liability resulting or arising from or relating to the Town of Prosper's use of the Easement Property, its existing condition or location, and the existing state of maintenance, repair or operation of the Easement Property, as well as of its Encroaching Facilities. It is further agreed that Atmos shall not be liable for any damage to the Encroaching Facilities as a result of Atmos' use or enjoyment of the Atmos Easement. Any Atmos property impaired, damaged or destroyed by the Town of Prosper or its agents, employees, lessees, invitees, contractors, subcontractors, or the presence of the Encroaching Facilities shall be protected, repaired or replaced by Atmos at the Town of Prosper's expense.

5. Recordation. The Town of Prosper and Atmos agree that this Agreement shall be recorded in the Real Property Records of Collin County, Texas. The Town of Prosper shall cause any document dedicating any portion of the Easement Property to the Town of Prosper, including any preliminary or final plats which are to be filed in Collin County, Texas, to contain a notation which refers to the Atmos Easement and this Agreement and includes the recording information for both the Atmos Easement and this Agreement. The Town of Prosper will provide Atmos with a recorded copy of any such document, promptly upon its recordation.

This Agreement shall extend to and be binding upon Atmos and the Town of Prosper and their respective successors and assigns and shall not constitute nor be interpreted as a waiver of any rights held by Atmos under the Atmos Easement. The Town of Prosper further warrants that it has obtained the necessary authorization or approval to enter into this Agreement. This Agreement may be executed in multiple original or facsimile counterparts.

[Signature Page Follows]

Signature Page to Encroachment on Easement Agreement

Atmos Energy Corporation

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, the _____ of Atmos Energy Corporation, a Texas and Virginia corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the ____ day _____, 2014.

Notary signature and seal

Town of Prosper

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, the _____ of the Town of Prosper, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of the City.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the ____ day _____, 2014.

Notary signature and seal

Exhibit "A"

Easement Property

**CENTERLINE DESCRIPTION FOR A PROPOSED 50' WIDE PERMANENT RIGHT-OF-WAY
AND EASEMENT ACROSS THE BUCKLE TRUST, A TEXAS TRUST**

Centerline description for a proposed fifty foot (50') wide permanent right-of-way and easement extending over, through, along and across a called 144.5362 acre tract of land as recorded in the Clerk's Instrument No. 97-0000310, Collin County Real Property Records, said tract being situated in the Collin CSL Survey, Abstract 137, said centerline being more fully described as follows:

All bearings and coordinates are based on the "Texas Coordinate System", North Central Zone, NAD 83 (US feet).

BEGINNING at a point in North line of said tract, said "**POINT OF BEGINNING**" being South 89°27'24" East, along said North line, a distance of 25.6 feet from a ½" iron rod found at the Northwest corner of said tract, said "**POINT OF BEGINNING**" having coordinates of N=7,134,460.24, E=2,478,135.96;

THENCE, South 00°07'27" West, a distance of 1,214.1 feet to a point;

THENCE, South 89°52'36" East, a distance of 426.5 feet to a point;

THENCE, South 00°07'24" West, a distance of 2,173.9 feet to a point;

THENCE, South 14°31'15" East, a distance of 280.9 feet to a point;

THENCE, South 00°46'44" East, a distance of 144.6 feet to the "**POINT OF EXIT**" in the South line of said tract, same being the North right-of-way line of U.S. Highway 380, said "**POINT OF EXIT**" being North 89°53'33" East, along said South line, a distance of 112.8 feet from a ½" iron rod found at the Southwest corner of said tract.

COLLIN COUNTY, TEXAS

COLLIN CSL SURVEY, A-147

06077 01646

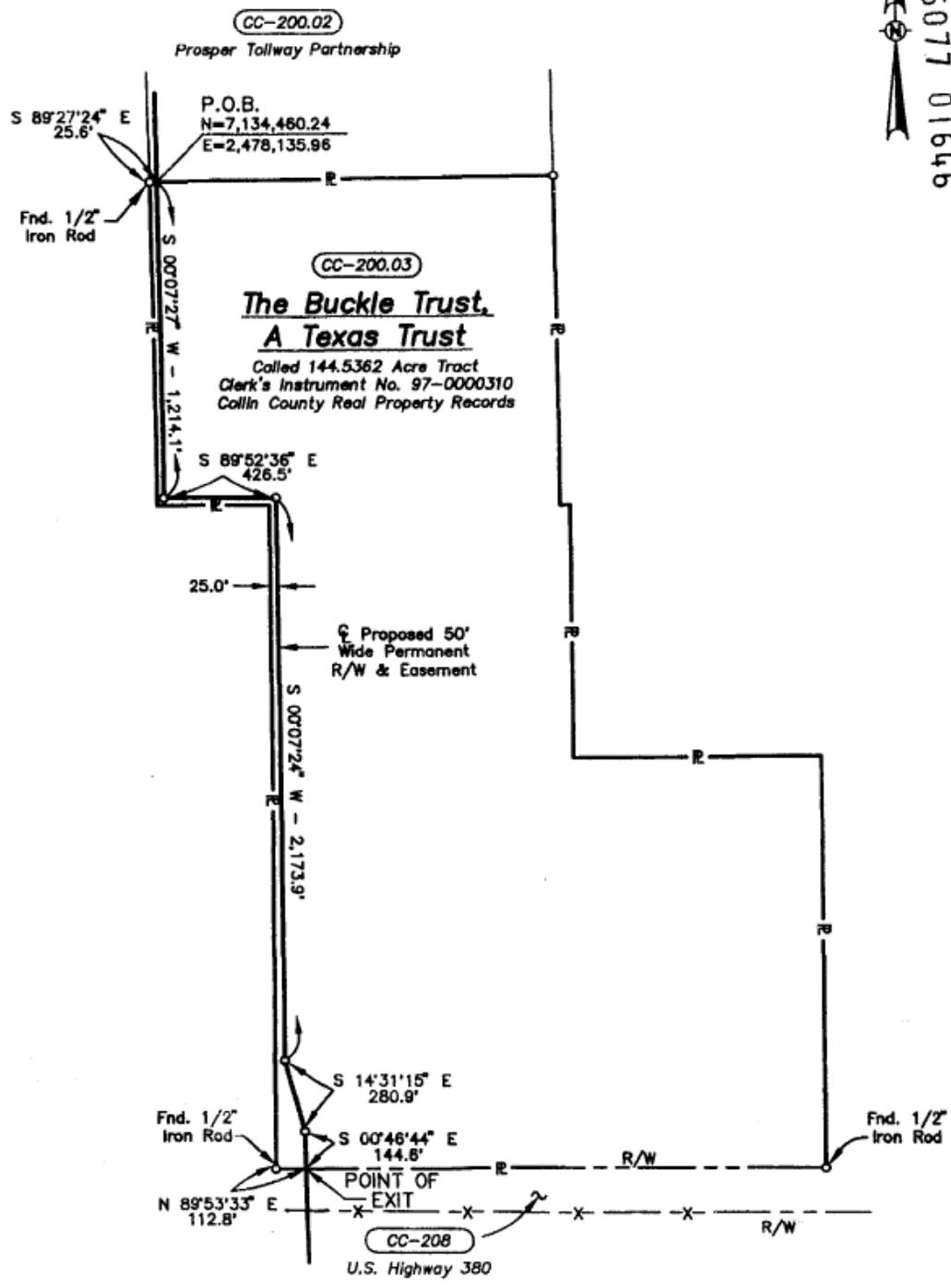
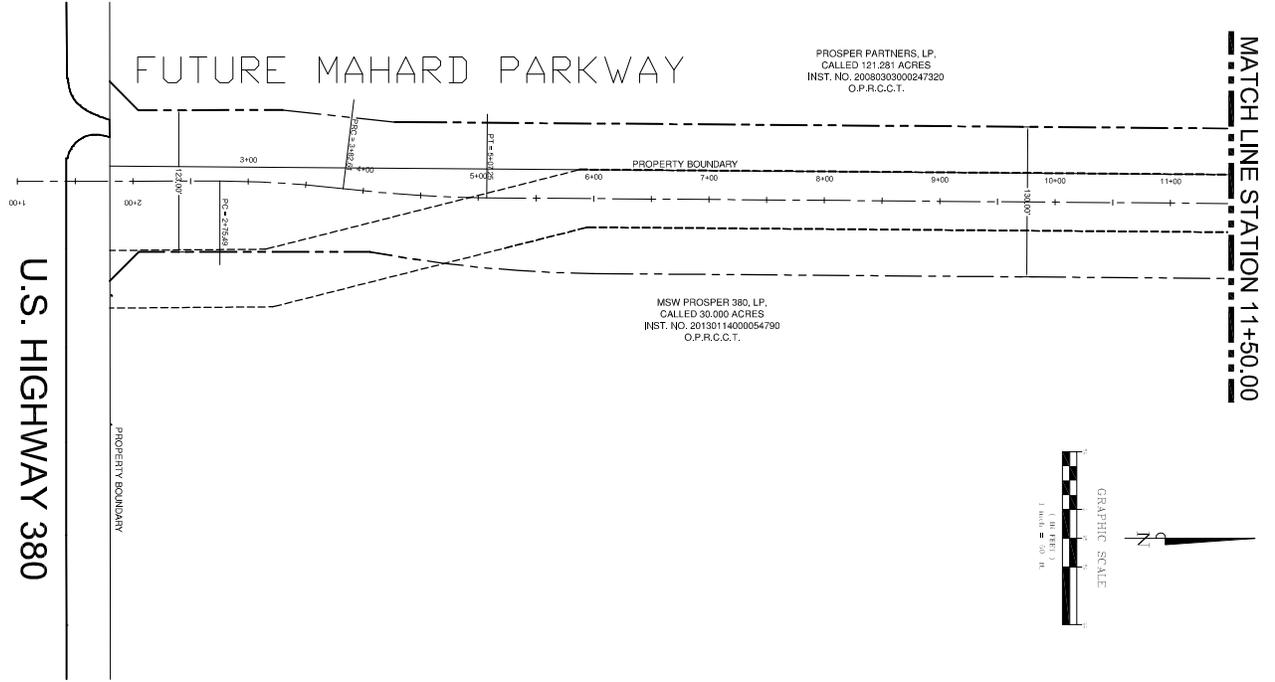
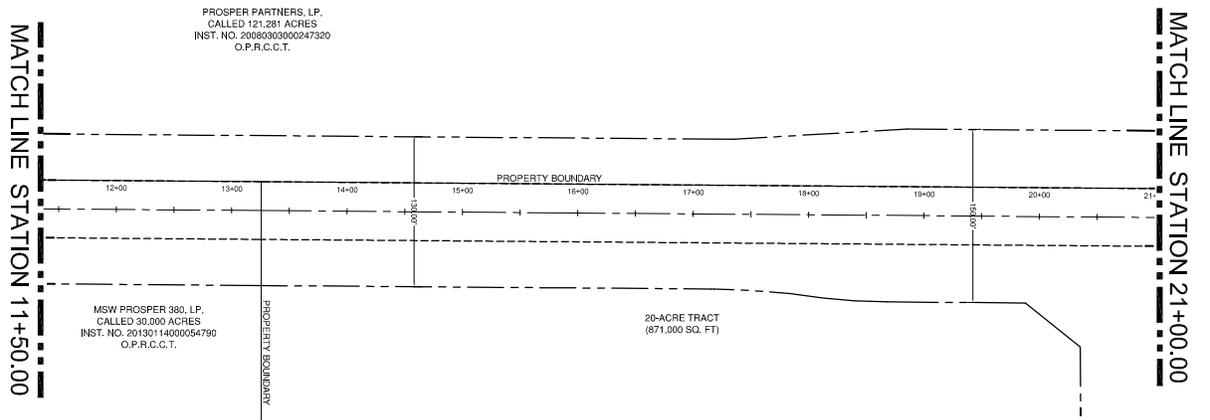
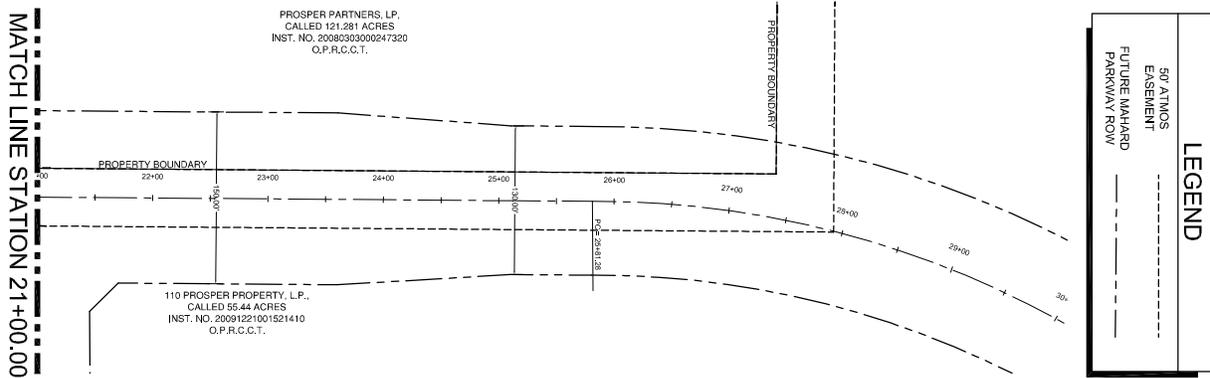


Exhibit "A"

Exhibit "B"
Right-of-Way Property

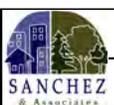


Scale:	SEE GRAPHIC SCALE
Designed by:	LAW
Drawn by:	TCE
Checked by:	LAW
Date:	JUNE 2014
Project No.	02110-001

EXHIBIT B

MAHARD PARKWAY

THIS DRAWING IS TO BE USED FOR EXHIBIT PURPOSES ONLY



Master Planning
Civil Engineering
Land Development

402 N. Tennessee Street
Mckinney, TX 75069
Tel 469-424-5900
Fax 214-544-3300
Certificate of Registration No. 1-8863

File: ExhBm-08062014.dwg

Exhibit "C"

Site Plan

Exhibit "C"

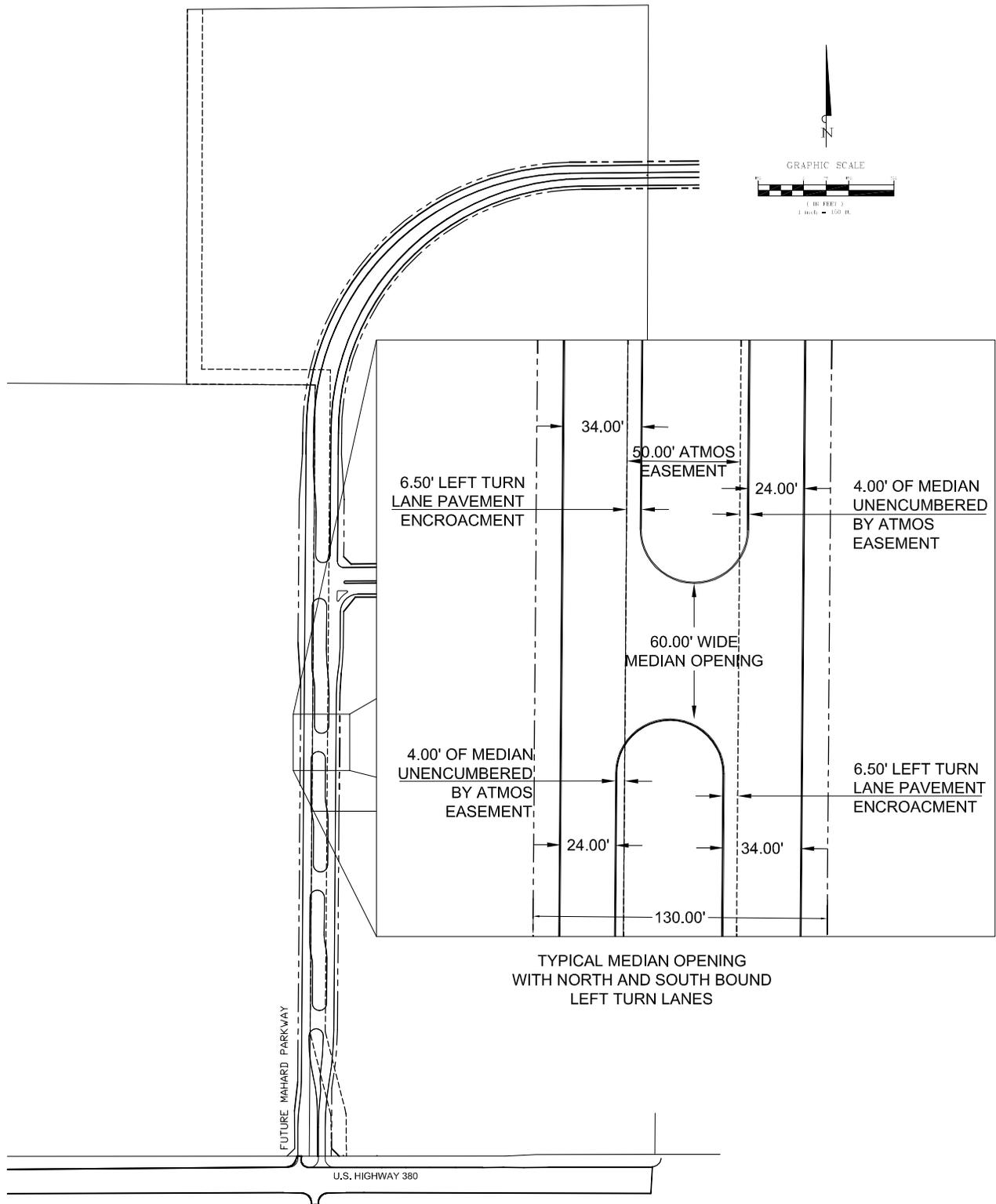


EXHIBIT	Scale: SEE GRAPHIC SCALE
	Designed by: LAW
	Drawn by: TCS
	Checked by: LAW
	Date: JUNE 2014
Project No. 02110-001	

EXHIBIT C

MAHARD PARKWAY

THIS DRAWING IS TO BE USED FOR EXHIBIT PURPOSES ONLY

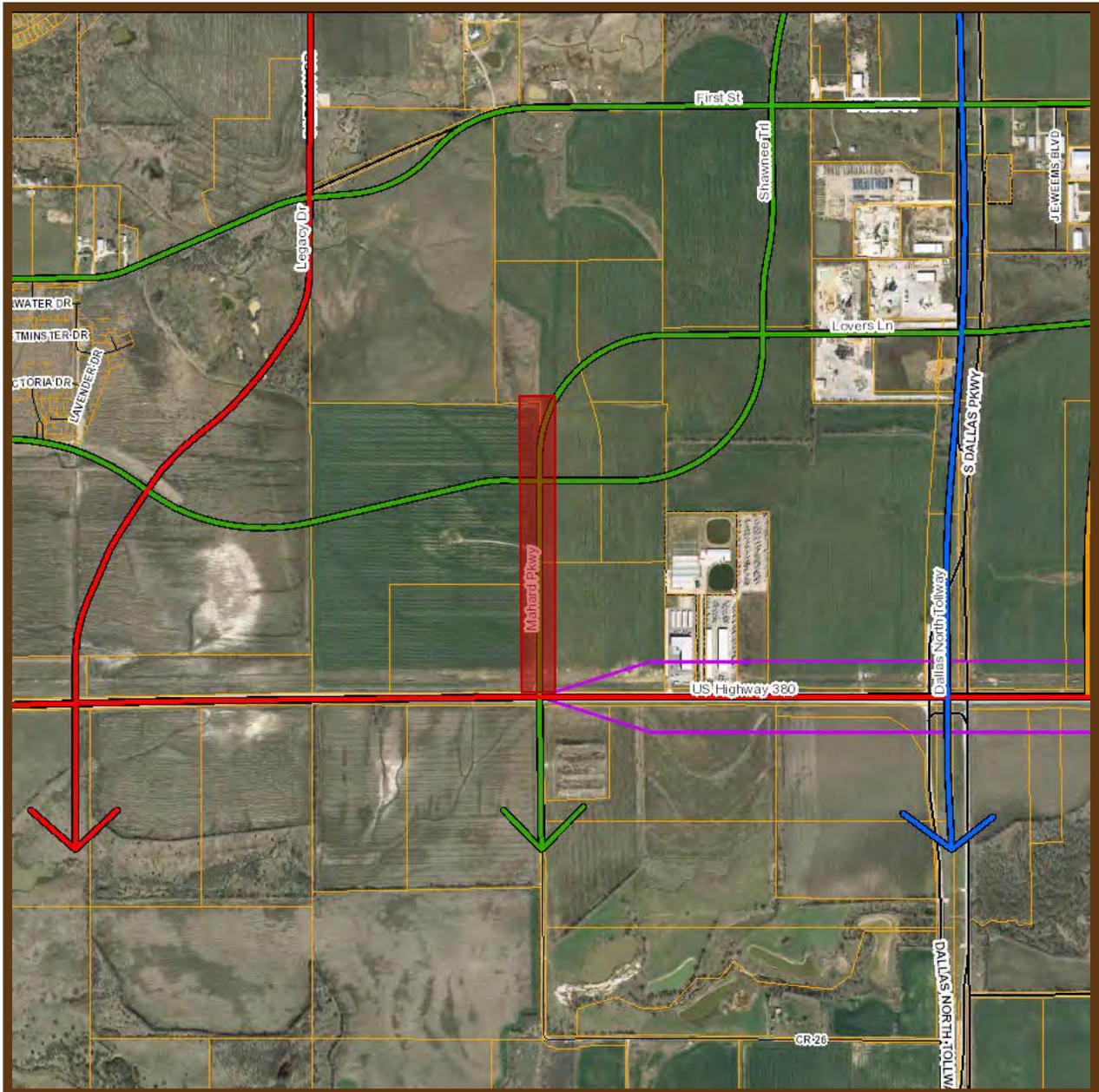


Master Planning
Civil Engineering
Land Development

402 N. Tennessee Street
Mekinsney, TN 37069
Tel: 609-424-5900
Fax: 214-544-3200
Certificate of Registration No. F-58863



Atmos Energy Corporation – Reservation of Rights and Encroachment on Easement Agreement





PLANNING

To: Mayor and Town Council
From: Chris Copple, AICP, Director of Development Services
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – June 24, 2014

Agenda Item:

Consider and act upon an Ordinance amending the Town's Future Land Use Plan. (CA14-0001).

Description of Agenda Item:

On June 10, 2014, the Town Council held a public hearing and approved an amendment to the Town's Future Land Use Plan by a vote of 6-0. Town staff has prepared an ordinance amending the Town's Future Land Use Plan.

Legal Obligations and Review:

The Town Council is required to hold a public hearing prior to acting on an amendment to the Future Land Use Plan. A public hearing has been held and the Town Council approved the amendment. Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the Ordinance as to form and legality.

Attached Documents:

1. Ordinance

Town Staff Recommendation:

Town staff recommends the Town Council adopt an ordinance amending the Town's Future Land Use Plan.

Proposed Motion:

I move to adopt an ordinance amending the Town's Future Land Use Plan.

TOWN OF PROSPER, TEXAS**ORDINANCE NO. 14-__**

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING THE FUTURE LAND USE PLAN MAP OF THE TOWN OF PROSPER'S COMPREHENSIVE PLAN, ORDINANCE NO. 12-21; 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 ("Town Council") has investigated and determined that the Future Land Use Plan Map of the Town of Prosper ("Prosper") Comprehensive Plan, Ordinance No. 12-21 should be amended; and

WHEREAS, Prosper has complied with all notices and public hearings as required by law; and

WHEREAS, the Town Council finds that it will be advantageous, beneficial and in the best interest of the citizens of Prosper to amend a portion of the Comprehensive Plan as set forth below.

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

SECTION 1

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

SECTION 2

Amendment to Prosper's Comprehensive Plan, Ordinance No. 12-21. Future Land Use Plan Map of the Town of Prosper's Comprehensive Plan, Ordinance No. 12-21, is hereby amended to reflect Retail and Neighborhood Services uses at the northeast corner of Preston Road and Prosper Trail, and attached hereto as "Exhibit A".

SECTION 3

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 4

Savings/Repealing Clause. Prosper's Comprehensive Plan, Ordinance 12-21, 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 5

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

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 24th DAY OF JUNE, 2014.

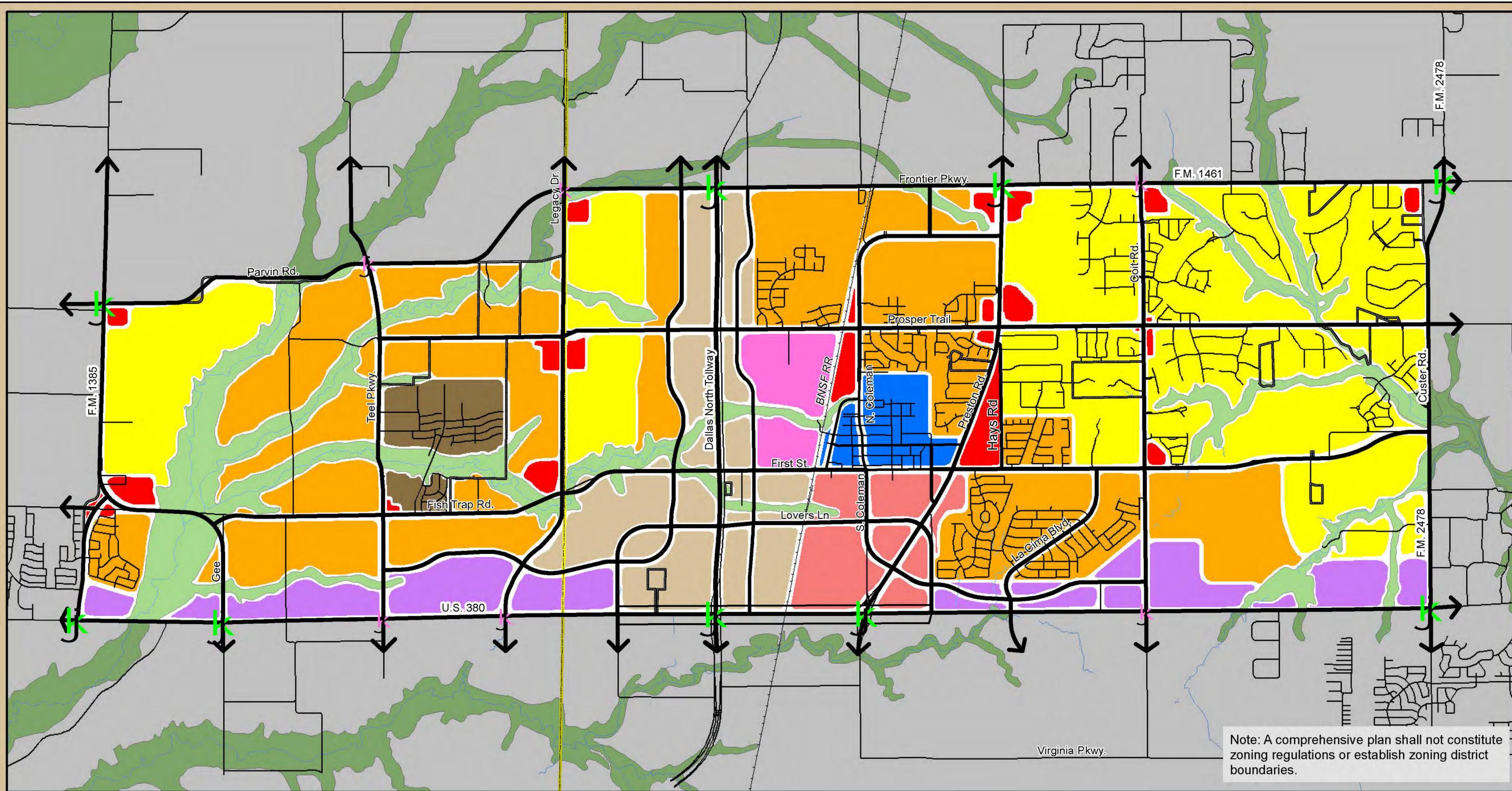
Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

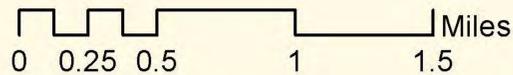
APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



Note: A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.

June 2014



Legend

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Retail & Neighborhood Services
- Business Park
- Old Town District
- Town Center
- Tollway District
- US 380 District
- 100 Year Floodplain
- jk Major Gateway
- jk Minor Gateway
- + Town of Prosper
- + ETJ

**Future
Land Use
Plan**



Plate 2



PLANNING

To: Mayor and Town Council
From: Chris Copple, AICP, Director of Development Services
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – June 24, 2014

Agenda Item:

Consider and act upon an Ordinance amending 46.6± acres of Planned Development-40 (PD-40), located on the northeast corner of Gee Road and US 380. (Z14-0010).

Description of Agenda Item:

On June 10, 2014, the Town Council approved zoning case Z14-0010, by a vote of 6-0, subject to:

1. Limiting a single building material to 80% of an elevation area and requiring a minimum of 10% of the rear elevation be natural or manufactured stone.
2. The site plan, landscape plan, and façade plan shall be subject to Town Council approval.

Since the Town Council meeting, the applicant has revised Exhibit C and Exhibit F to reflect the conditions of Town Council approval. 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 46.6± acres of Planned Development-40 (PD-40), located on the northeast corner of Gee Road and US 380.

Proposed Motion:

I move to adopt an ordinance amending 46.6± acres of Planned Development-40 (PD-40), located on the northeast corner of Gee Road and US 380.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 14-__

AN ORDINANCE AMENDING PROSPER'S ZONING ORDINANCE NO. 05-20 AND ORDINANCE NO. 08-030; REZONING A TRACT OF LAND CONSISTING OF 46.56 ACRES, MORE OR LESS, SITUATED IN THE J. SALING SURVEY, ABSTRACT NO. 1675, IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS, HERETOFORE ZONED PLANNED DEVELOPMENT-40 (PD-40) IS HEREBY REZONED AND PLACED IN THE ZONING CLASSIFICATION OF PLANNED DEVELOPMENT-40 (PD-40); DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Town Council") has investigated and determined that Zoning Ordinance No. 05-20 and Ordinance No. 08-030 should be amended; and

WHEREAS, the Town of Prosper, Texas ("Prosper") has received a request from Northeast 423/380, Ltd. ("Applicant") to rezone 46.56 acres of land, more or less, situated in the J. Saling Survey, Abstract No. 1628, in the Town of Prosper, Denton 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 and Ordinance No. 08-030. Zoning Ordinance No. 05-20 and Ordinance No. 08-030 is amended as follows: The zoning designation of the below-described property containing 46.56 acres of land, more or less, situated in the J. Saling Survey, Abstract No. 1628, in the Town of Prosper, Denton County, Texas, (the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto is hereby rezoned as Planned Development-40 (PD-40). The property as a whole and the boundaries for each zoning classification are 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) the development schedule, attached hereto as Exhibit "E"; and 5) the conceptual elevations, attached hereto as Exhibit "F", 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 24TH DAY OF JUNE, 2014.

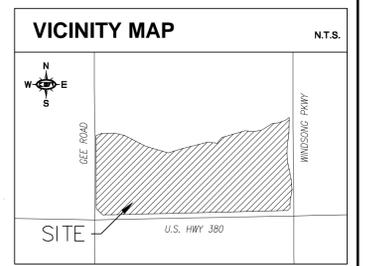
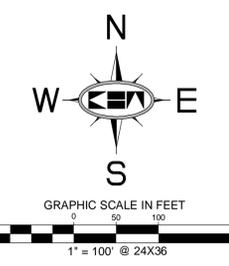
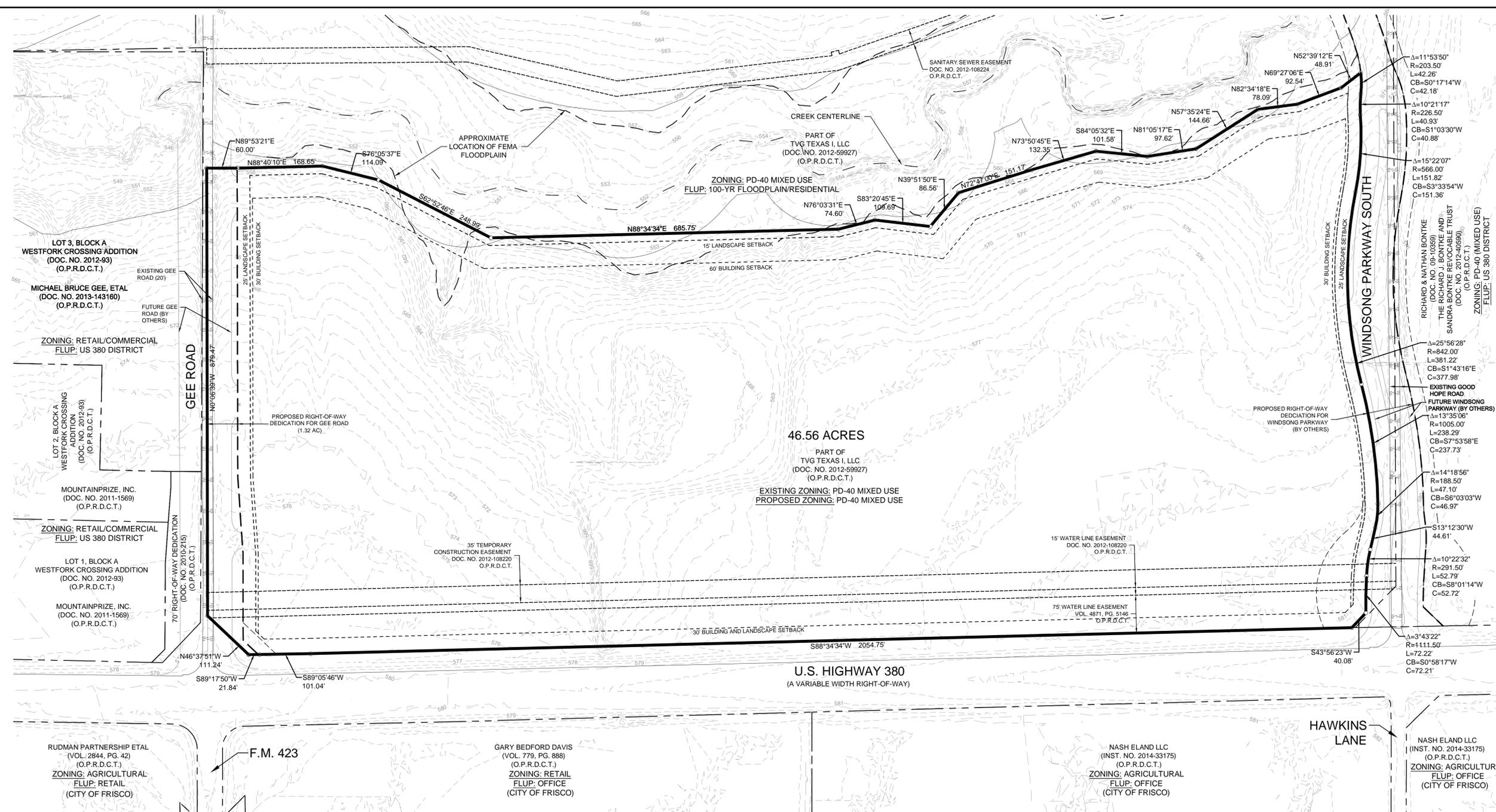
Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



OWNER
 TVG TEXAS I, LLC
 740 EAST CAMPBELL ROAD
 SUITE 515
 RICHARDSON, TX 75081
 TEL NO. (972) 238-7410

APPLICANT
 NORTHEAST 423/380, LTD
 7001 PRESTON ROAD
 SUITE 410
 DALLAS, TX 75205
 TEL NO. (214) 224-4600

SURVEYOR/ENGINEER
 KIMLEY-HORN AND ASSOCIATES, INC.
 12750 MERIT DRIVE
 SUITE 1000
 DALLAS, TX 75251
 TEL NO. (972) 770-1300

46.56 ACRES
 PART OF
 TVG TEXAS I, LLC
 (DOC. NO. 2012-59927)
 (O.P.R.D.C.T.)
 EXISTING ZONING: PD-40 MIXED USE
 PROPOSED ZONING: PD-40 MIXED USE

NOTES:

- All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances.
- This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
- The thoroughfare alignments shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of final plat.
- According to Map Nos. 48121C0410G and 48121C0430G, Community Panel Nos. 480141 0410 G and 480141 0430 G, dated April 18, 2011 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Denton County, Texas and Incorporated Areas, Federal Emergency Management Agency, Federal Insurance Administration, this property is within a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

LEGAL DESCRIPTION
46.56 ACRES

BEING a tract of land situated in the J. Saling Survey, Abstract No. 1675, Town of Prosper, Denton County, Texas; and being part of a tract of land described in Special Warranty Deed to TVG TEXAS I, LLC recorded in Document No. 2012-59927 of the Official Public Records of Denton County, Texas; and being more particularly described as follows:

BEGINNING at the north end of a right-of-way corner clip at the intersection of the approximate centerline of Gee Road and the north right-of-way line of U.S. Highway 380 (a variable width right-of-way);

THENCE with said approximate centerline of Gee Road, North 0°06'39" West, a distance of 879.47 feet to a point for corner;

THENCE departing said approximate centerline of Gee Road, the following courses and distances:

- North 89°53'21" East, a distance of 60.00 feet to a point for corner;
- North 88°40'10" East, a distance of 168.65 feet to a point for corner;
- South 76°05'37" East, a distance of 114.09 feet to a point for corner;
- South 62°52'46" East, a distance of 248.99 feet to a point for corner;
- North 88°34'34" East, a distance of 685.75 feet to a point for corner;
- North 76°03'31" East, a distance of 74.60 feet to a point for corner;
- South 83°20'45" East, a distance of 109.69 feet to a point for corner;
- North 39°51'50" East, a distance of 86.56 feet to a point for corner;
- North 72°47'00" East, a distance of 151.17 feet to a point for corner;
- North 73°50'45" East, a distance of 132.35 feet to a point for corner;
- South 84°05'32" East, a distance of 101.58 feet to a point for corner;
- North 81°05'17" East, a distance of 97.62 feet to a point for corner;
- North 57°35'24" East, a distance of 144.66 feet to a point for corner;
- North 82°34'18" East, a distance of 78.09 feet to a point for corner;
- North 69°27'06" East, a distance of 92.54 feet to a point for corner;
- North 52°39'12" East, a distance of 48.91 feet to a point in the proposed west right-of-way line of Windsong Parkway (a proposed variable width right-of-way); said point also being the beginning of a non-tangent curve to the right having a central angle of 11°53'50", a radius of 203.50 feet, a chord bearing and distance of South 0°17'14" West, 42.18 feet;

LEGAL DESCRIPTION (CONTINUED)
46.56 ACRES

THENCE with said proposed west right-of-way line of Windsong Parkway, the following courses and distances:

- In a southwesterly direction, with said curve to the right, an arc distance of 42.26 feet to a point at the beginning of a reverse curve to the left having a central angle of 10°21'17", a radius of 226.50 feet, a chord bearing and distance of South 1°03'30" West, 40.88 feet;
- In a southwesterly direction, with said curve to the left, an arc distance of 40.93 feet to a point at the beginning of a reverse curve to the right having a central angle of 15°22'07", a radius of 566.00 feet, a chord bearing and distance of South 3°33'54" West, 151.36 feet;
- In a southwesterly direction, with said curve to the right, an arc distance of 151.82 feet to a point at the beginning of a reverse curve to the left having a central angle of 25°56'28", a radius of 842.00 feet, a chord bearing and distance of South 1°43'16" East, 377.98 feet;
- In a southeasterly direction, with said curve to the left, an arc distance of 381.22 feet to a point at the beginning of a reverse curve to the right having a central angle of 13°35'06", a radius of 1005.00 feet, a chord bearing and distance of South 7°53'58" East, 237.73 feet;
- In a southeasterly direction, with said curve to the right, an arc distance of 238.29 feet to a point at the beginning of a compound curve to the left having a central angle of 14°18'56", a radius of 188.50 feet, a chord bearing and distance of South 6°03'03" West, 46.97 feet;
- In a southwesterly direction, with said curve to the right, an arc distance of 47.10 feet to a point for corner;
- South 13°12'30" West, a distance of 44.61 feet to a point at the beginning of a tangent curve to the left having a central angle of 10°22'32", a radius of 291.50 feet, a chord bearing and distance of South 8°01'14" West, 52.72 feet;
- In a southwesterly direction, with said curve to the left, an arc distance of 52.79 feet to a point at the beginning of a compound curve to the left having a central angle of 3°43'22", a radius of 1111.50 feet, a chord bearing and distance of South 0°58'17" West, 72.21 feet;
- In a southwesterly direction, with said curve to the left, an arc distance of 72.22 feet to a point for corner;
- South 43°56'23" West, a distance of 40.08 feet to a point for corner in said north right-of-way line of U.S. Highway 380;

THENCE with said north right-of-way line of U.S. Highway 380, the following courses and distances:

- South 88°34'34" West, a distance of 2054.75 feet to a point for corner;
- South 89°05'46" West, a distance of 101.04 feet to a point for corner;
- South 89°17'50" West, a distance of 21.84 feet to a point for corner;
- North 46°37'51" West, a distance of 111.24 feet to the **POINT OF BEGINNING** and containing 46.56 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Z14-0010
ZONING EXHIBIT A
46.56 ACRES
J. SALING SURVEY, ABSTRACT NO. 1675
TOWN OF PROSPER, DENTON COUNTY, TEXAS



**Kimley-Horn
and Associates, Inc.**

12750 Merit Drive, Suite 1000
Dallas, Texas 75251

FIRM # 101155-00

Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JAD	DAB	MAY 2014	064464400	1 OF 1

DWG NAME: K:\DML\2014\06\04\464640 - PROSPER\CDL\CS\GONG\ZONING\ZONING_EXHIBIT\DWG_PLOTTED BY: PENIA, VANESSA 01/20/14 7:37 AM LAST SAVED: 08/09/14 11:17 AM

EXHIBIT B – Statement of Intent and Purpose

Windsong Ranch Marketplace
46.48 Acre, Unplatted tract of land
NEC US Highway 380 & Gee Road
Prosper, Texas

The purpose of the requested Amendment to Planned Develop #40 is to facilitate development of the subject parcel in a manner consistent with current retail and commercial development trends.

EXHIBIT C

Except as otherwise set forth in these development standards, the property, as described in Exhibit A, shall develop under Ordinance 08-030, as adopted by the Town Council on March 25, 2008.

3. Mixed-Use Tract

d. Mixed-Use Development Standards (Traditional Retail). Retail development within the Mixed Use Tract Is intended predominately for heavy retail, service, light intensity wholesale and commercial uses, but excluding warehousing uses. The nature of uses in this District has operating characteristics and traffic service requirements generally compatible with typical office, retail, and some residential environments. Uses in this District may require open, but screened, storage areas for materials. In the event all or a portion of the Mixed Use Tract Is developed solely for retail uses (i.e. not a mixed use development) then the development for retail uses shall conform to the following standards:

a. Size of Yards

1. Minimum Front Yard: thirty (30) feet

2. Minimum Side Yard:

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

3. Minimum Rear Yard:

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

b. Size of Lots:

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

c. Maximum Height: Two (2) stories, no greater than forty (40) feet in height, excluding unoccupied architectural elements, such as towers, parapets, and cornices, that may be allowed up to forty-five (45) feet in height for the anchor only.

- d. Lot Coverage: Fifty (50) percent.
- e. Floor Area Ratio: Maximum 0.5:1.
- f. Permitted Uses: Uses followed by an **S** are permitted by Specific Use Permit. Uses followed by a **C** are permitted subject to conditional development standards. Conditional development standards are set forth in Chapter 3, Section 1 of the Town's Zoning Ordinance, unless specifically outlined in Section 3.g. of this document.
- Accessory Building
 - Administrative, Medical, or Professional Office
 - Alcoholic Beverage Sales **C**
 - Antenna and/or Antenna Support Structure, Non-Commercial **C**
 - Antique Shop and Used Furniture
 - Artisan's Workshop
 - Assisted Care of Living Facility **S**
 - Auto Parts Sales, Inside
 - Automobile Paid Parking Lot/Garage
 - Automobile Parking Lot/Garage
 - Automobile Repair, Minor
 - Bank, Savings and Loan, or Credit Union
 - Beauty Salon / Barber Shop
 - Bottling Works
 - Building Material and Hardware Sales, Major **S**
 - Building Material and Hardware Sales, Minor
 - Bus Terminal **C**
 - Business Services
 - Cabinet / Upholstery Shop
 - Car Wash
 - Caretaker's / Guard's Residence
 - College, University, Trade, or Private Boarding School
 - Commercial Amusement, Indoor
 - Community Center
 - Convenience Store with Gas Pumps **C**
 - Daycare Center, Adult **S**
 - Daycare Center, Child **C**
 - Day Care Center, Incidental **S**
 - Dry Cleaning, Minor
 - Equipment and Machinery Sales and Rental, Minor
 - Fairgrounds / Exhibition Area **S**
 - Fraternal Organization, Lodge, Civic Club, Fraternity, or Sorority
 - Furniture Restoration
 - Furniture, Home Furnishings and Appliance Store
 - Gas Pumps **C**
 - Golf Course and/or Country Club
 - Governmental Office
 - Gunsmith
 - Gymnastics / Dance Studio

- Health / Fitness Center
- Homebuilder Marketing Center
- Hospital
- Hotel **C**
- House of Worship
- Indoor Gun Range **S**
- Insurance Office
- Locksmith / Security System Company
- Machine Shop
- Massage Therapy, Licensed
- Mortuary / Funeral Parlor
- Municipal Uses Operated by the Town of Prosper
- Museum / Art Gallery
- Nursery, Minor
- Office / Showroom
- Outdoor Sales **C**
- Park or Playground
- Pet Day Care **C**
- Print Shop, Minor
- Private Recreation Center
- Private Utility, Other Than Listed
- Research and Development Center **C**
- Residence Hotel **C**
- Restaurant or Cafeteria **C**
- Restaurant, Drive In
- Retail Stores and Shops
- Retail / Services Incidental Use
- School District Bus Yard **C**
- School, Private or Parochial
- School, Public
- Stealth Antenna, Commercial **C**
- Taxidermist
- Telephone Exchange
- Temporary Building **C**
- Theater, Neighborhood
- Theater, Regional
- Veterinarian Clinic and / or Kennel, Indoor
- Veterinarian Clinic and / or Kennel, Outdoor **S**
- Winery

g. Conditional Development Standards

1. Convenience Store with Gas Pumps

A Convenience Store with Gas Pumps is subject to the following regulations:

- a. Convenience Store with Gas Pumps is permitted only within two-hundred and fifty (250) feet of the right-of-way line of a major thoroughfare;
- b. Convenience Store with Gas Pumps is permitted at a maximum of one (1) location on the property;
- c. Canopies shall have pitched roofs;
- d. Canopy support columns shall be entirely masonry encased; and
- e. The canopy band face shall be a color consistent with the main structure or an accent color and may not be backlit.
- f. Gas pumps shall be removed if permanently closed for more than six (6) months, including reclassification of fuel tanks per TCEQ Regulations.

2. Outdoor Sales

Outdoor Sales is subject to the following regulations:

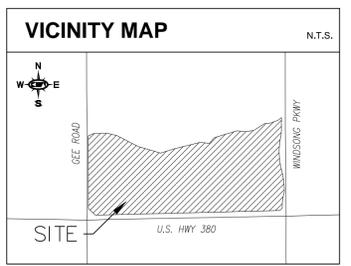
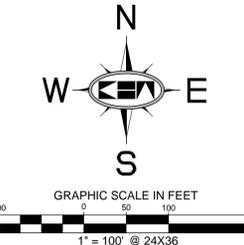
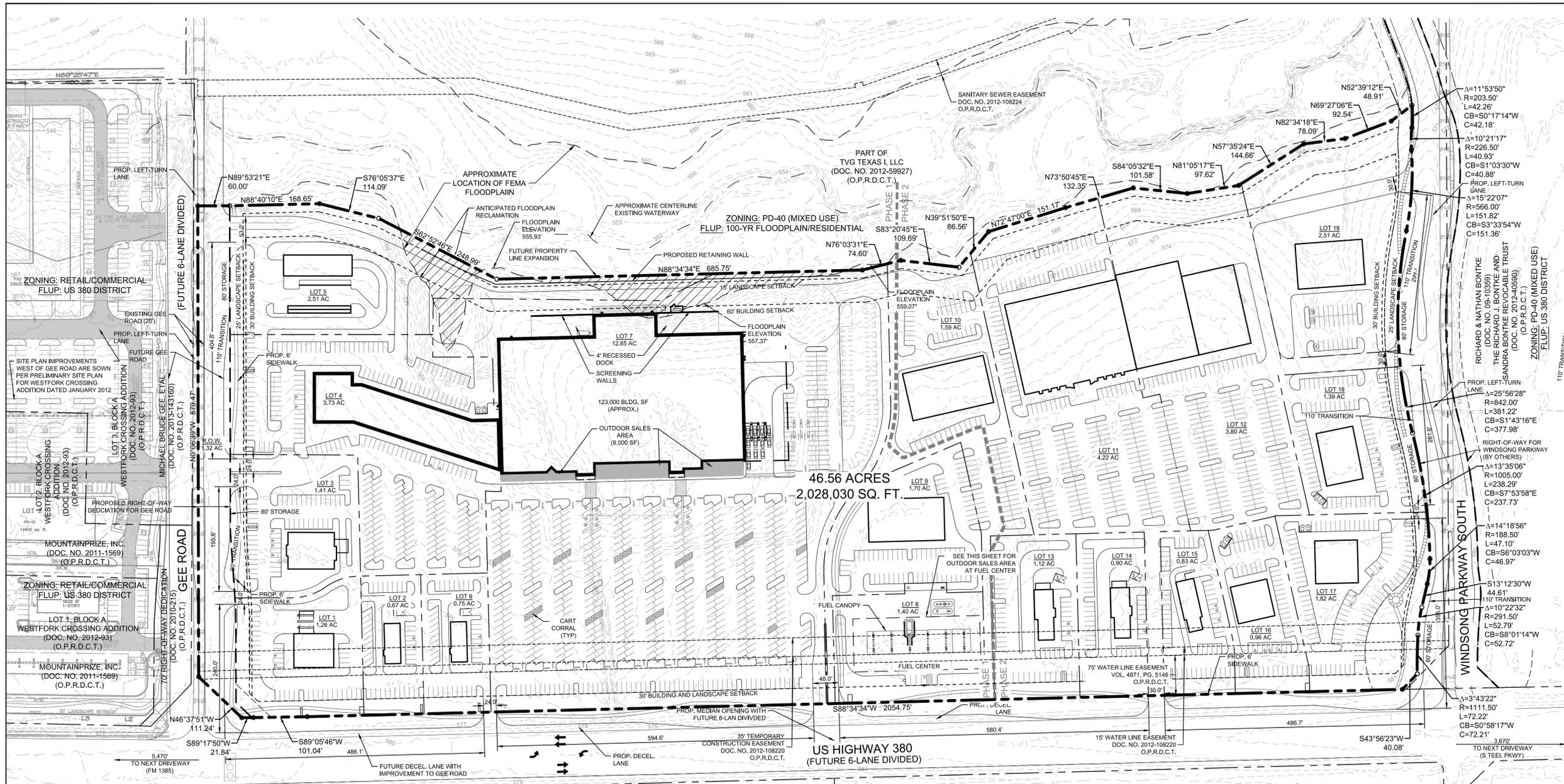
- a. Screening of Outdoor Sales areas is not required, if the outdoor sales area complies with the constraints in 3.g.2.b. below.
- b. Merchandise displayed for Outdoor Sales may be located in accordance with the areas identified in Zoning Exhibit 'D', with the following stipulations:
 - i. Merchandise cannot block sidewalks, doorways, accessible route(s), driveways, and/or firelanes;
 - ii. Merchandise may be displayed within twenty-five (25) feet of the exterior wall of the main building of the primary use with a maximum total area of eight-thousand (8,000) square feet.
 - iii. Merchandise may be displayed within ten (10) feet of the main building and within the limits of the canopy footprint of the Convenience Store with Gas Pumps up to a maximum total area of seventeen-hundred and fifty (1,750) square feet.
 - iv. Permitted merchandise shall be seasonal merchandise and may include, but is not limited to; Christmas trees, flowers, landscaping materials, and outdoor furniture.

h. Exterior Appearance

1. Permitted primary exterior materials are clay fired brick, natural, precast, and manufactured stone, granite, marble, architectural

concrete block, split face concrete masonry unit, architecturally finished concrete tilt wall, “Quik Brik” (a four (4) inch manufactured concrete masonry unit) and cultured stone (manufactured) individually stacked, as provided in the conceptual building elevations Exhibit ‘F’. The conceptual building elevations in Exhibit ‘F’ are representative of the architectural style, color, and material selections.

2. Secondary materials used on the façade of a building are those that comprise a total of ten (10) percent or less of an elevation area. Permitted secondary materials are all the primary materials, aluminum or other metal, cedar or similarly decorative wood, stucco, and high impact exterior insulation and finish systems (EIFS), as provided in the conceptual building elevations Exhibit ‘F’.
 - i. Lot Frontage: Lots shall have frontage on a common access drive or a public street. The common access drive shall be a dedicated public access, utility, and firelane easement.
 - j. Approval process: The site plan, landscape plan, and façade plan shall be subject to Town Council approval.



LEGEND

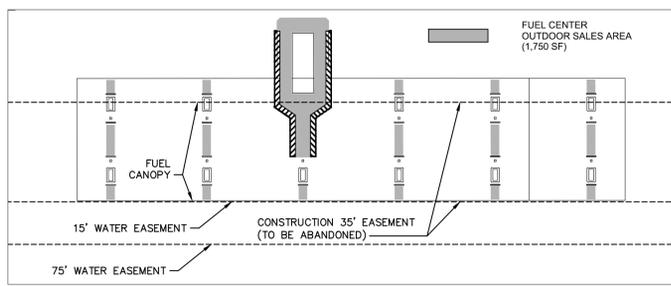
- PROPERTY BOUNDARY
- - - PROPOSED INTERIOR LOT LINE
- - - EXISTING LOT LINE
- - - SETBACK LINE
- - - EASEMENT LINE
- - - FUTURE RIGHT OF WAY LINE
- ▨ FLOODPLAIN RECLAMATION
- OUTDOOR SALES AREA

- TOWN OF PROSPER SITE PLAN NOTES**
- DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE COMPREHENSIVE ZONING ORDINANCE.
 - OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE COMPREHENSIVE ZONING ORDINANCE.
 - OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE COMPREHENSIVE ZONING ORDINANCE AND SUBDIVISION REGULATION ORDINANCE.
 - LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
 - ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE COMPREHENSIVE ZONING ORDINANCE.
 - BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
 - FIRE LINES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
 - TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
 - SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
 - HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF CURRENT, ADOPTED BUILDING CODE.
 - ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
 - ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
 - ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FACADE PLAN.
 - SIDEWALKS OF NOT LESS THAN SIX (6) FEET WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5) IN WIDTH ALONG RESIDENTIAL STREETS, AND BARRIER FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
 - APPROVAL OF SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE TOWN ENGINEER.
 - SITE PLAN APPROVAL IS REQUIRED PRIOR TO GRADING RELEASE.
 - ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
 - ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE COMPREHENSIVE ZONING ORDINANCE.

- NOTES:**
- FULLY-DEVELOPED FLOODPLAIN BASED ON AQUATERRA FLOODPLAIN STUDY, DATED OCTOBER 2010.
 - AREAS OF FLOODPLAIN RECLAMATION AND EXCAVATION BASED ON CONCEPTUAL ESTIMATES AND IS NOT BASED ON DETAILED HYDRAULIC ANALYSIS. DETAILED HYDRAULIC ANALYSIS WILL BE REQUIRED TO ESTABLISH ACTUAL LIMITS OF RECLAMATION AND EXCAVATION.
 - DRIVEWAYS, DECELTUR LINES, AND MEDIAN OPENINGS SHALL COMPLY WITH THE THOROUGHFARE DESIGN MANUAL.

CONCEPTUAL LOT TABULATIONS

LOT	AREA		PRKG PROV.
	(sf)	(acres)	
1	54,990	1.26	39
2	29,292	0.67	36
3	61,505	1.41	50
4	162,475	3.73	236
5	109,245	2.51	0
6	32,644	0.75	36
7	550,898	12.65	595
7 (FUTURE)	550,898	12.65	584
8	61,023	1.40	5
9	74,164	1.70	75
10	69,209	1.59	0
11	183,935	4.22	275
12	165,633	3.80	189
13	48,984	1.12	46
14	39,206	0.90	44
15	36,058	0.83	49
16	41,947	0.96	58
17	79,457	1.82	92
18	60,464	1.39	87
19	109,470	2.51	0
TOTAL	1,970,599	45.24	1901
R.O.W.	57,429	1.32	
TOTAL	2,028,028	46.56	



FUEL CENTER OUTDOOR SALES AREA DETAIL
(FUEL CENTER INCLUDES 11 MULTIPLE PUMP DISPENSERS OR 22 FUELING POSITIONS)

RUDMAN PARTNERSHIP ETAL (VOL. 2844, PG. 42) (O.P.R.D.C.T.)
ZONING: AGRICULTURAL
FLUP: RETAIL (CITY OF FRISCO)

F.M. 423

GARY BEDFORD DAVIS (VOL. 779, PG. 888) (O.P.R.D.C.T.)
ZONING: RETAIL
FLUP: OFFICE (CITY OF FRISCO)

US HIGHWAY 380 (FUTURE 6-LANE DIVIDED)

NASH ELAND LLC (INST. NO. 2014-33175) (O.P.R.D.C.T.)
ZONING: AGRICULTURAL
FLUP: OFFICE (CITY OF FRISCO)

HAWKINS LANE

NASH ELAND LLC (INST. NO. 2014-33175) (O.P.R.D.C.T.)
ZONING: AGRICULTURAL
FLUP: OFFICE (CITY OF FRISCO)

OWNER
TVG TEXAS I, LLC
740 EAST CAMPBELL ROAD
SUITE 515
RICHARDSON, TX 75081
TEL NO. (972) 238-7410

APPLICANT
NORTHEAST 423/380, LTD
7001 PRESTON ROAD
SUITE 410
DALLAS, TX 75205
TEL NO. (214) 224-4600

SURVEYOR/ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
12750 MERIT DRIVE
SUITE 1000
DALLAS, TX 75251
TEL NO. (972) 770-1300

Z14-0010 ZONING EXHIBIT D
46.56 ACRES
J. SALING SURVEY, ABSTRACT NO. 1675
TOWN OF PROSPER, DENTON COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000 Dallas, Texas 75251 FIRM # 101155-00 Tel. No. (972) 770-1300 Fax No. (972) 238-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	VP	MAL	MAY 2014	064464400	1 OF 1

EXHIBIT E – Development Schedule

Windsong Ranch Marketplace
46.48 Acre, Unplatted tract of land
NEC US Highway 380 & Gee Road
Prosper, Texas

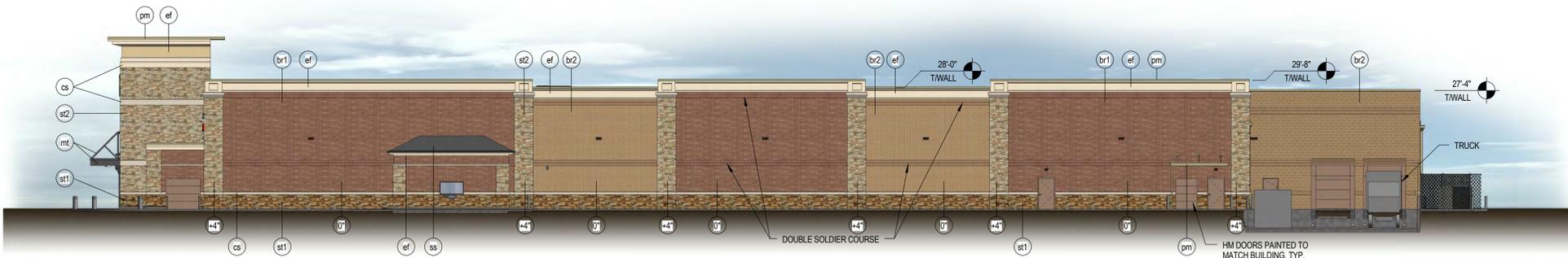
The anticipated schedule for the development is:

- Phase I pad sites – January 2015
- Anchor – March 2017
- Phase I Retail – March 2017
- First half of Phase II Retail – February 2018
- Second half of Phase II Retail – February 2019

The schedule is subject to change due to various factors behind the control of the developer.



SOUTH ELEVATION



EAST ELEVATION

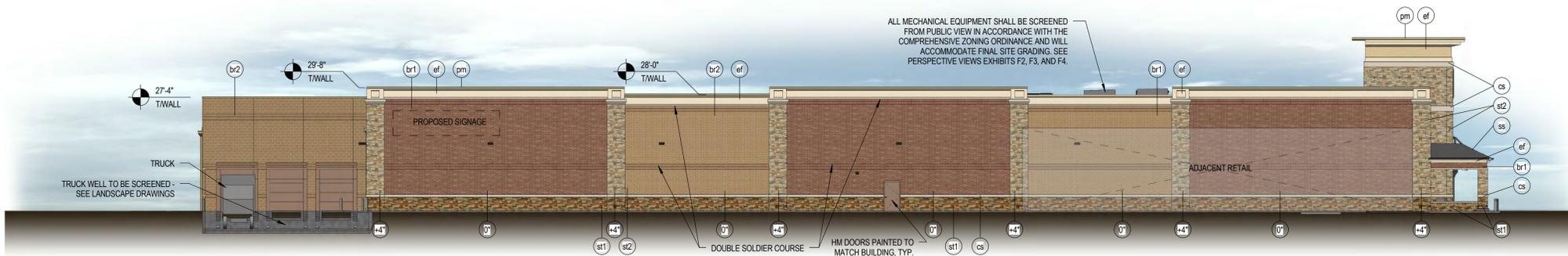
- Facade Plan Checklist**
- "This Facade Plan is for conceptual purposes only. All building plans require review and approval from the Building Inspection Division"
 - "All mechanical equipment shall be screened from public view in accordance with the Comprehensive Zoning Ordinance"
 - "When permitted, exposed utility boxes and conduits shall be painted to match the building"
 - "All signage areas and locations are subject to approval by the Building Inspection Department"
 - "Windows shall have a maximum exterior visible reflectivity of ten (10) percent."



NORTH ELEVATION

THE REAR ELEVATION WILL NOT HAVE MORE THAN 80% OF A SINGLE MATERIAL AND WILL INCLUDE A MINIMUM OF 10% STONE PER THE TOWN'S ZONING ORDINANCE.

- FINISH SCHEDULE**
- st1 Concrete Stone Veneer
 - st2 Concrete Stone Veneer
 - br1 Decorative Concrete Masonry
 - br2 Decorative Concrete Masonry
 - cs Cast Stone
 - ef Reinforced E.I.F.S.
 - ml Exposed Metal
 - pm Metal Coping
 - af Anodized Aluminum
 - ss Standing Seam Metal Roof
 - g Glazing
 - m Mortar



WEST ELEVATION

	Material Percentages			
	East	South	West	North
BR1	37.0%	33.0%	40.0%	69.6%
BR2	22.7%	10.6%	24.2%	24.8%
ST1	8.8%	8.6%	9.4%	0.3%
ST2	11.0%	13.3%	8.4%	1.7%
EIFS	7.9%	10.0%	8.2%	0.5%
Cast Stone	2.8%	3.8%	2.6%	0.9%
Glazing	0.0%	12.3%	0.0%	0.0%

EXHIBIT F1 - CONCEPT ELEVATIONS

May 15, 2014

Big Box Store

Prosper, TX
514501.05





FRONT ELEVATION



FRONT ELEVATION

EXHIBIT F2

May 8, 2014

Big Box Store

Prosper, TX
514501.05





FRONT ELEVATION - SOUTH



RIGHT SIDE ELEVATION - EAST

ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE COMPREHENSIVE ZONING ORDINANCE AND WILL ACCOMMODATE FINAL SITE GRADING.

EXHIBIT F3 - Perspective Views From Property Line at 6'-0"

Big Box Store

May 8, 2014

Prosper, TX
514501.05





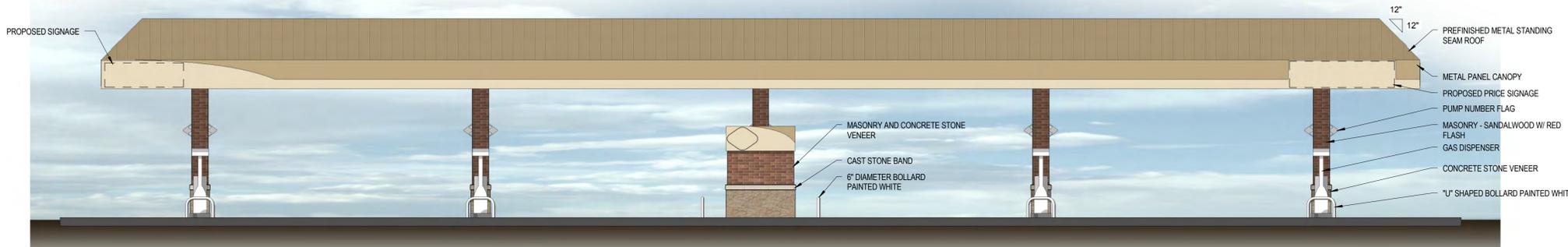
REAR ELEVATION - NORTH

THE REAR ELEVATION WILL NOT HAVE MORE THAN 80% OF A SINGLE MATERIAL AND WILL INCLUDE A MINIMUM OF 10% STONE PER THE TOWN'S ZONING ORDINANCE.



LET SIDE ELEVATION - WEST

ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE COMPREHENSIVE ZONING ORDINANCE AND WILL ACCOMMODATE FINAL SITE GRADING.



NORTH ELEVATION



EAST ELEVATION



WEST ELEVATION



SOUTH ELEVATION

ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE COMPREHENSIVE ZONING ORDINANCE AND WILL ACCOMMODATE FINAL SITE GRADING.

- Facade Plan Checklist**
- "This Facade Plan is for conceptual purposes only. All building plans require review and approval from the Building Inspection Division"
 - "All mechanical equipment shall be screened from public view in accordance with the Comprehensive Zoning Ordinance"
 - "When permitted, exposed utility boxes and conduits shall be painted to match the building"
 - "All signage areas and locations are subject to approval by the Building Inspection Department"
 - "Windows shall have a maximum exterior visible reflectivity of ten (10) percent."

Material Percentages				
	East	West	South	North
Quik Brik	13.72%	13.72%	7.33%	9.43%
Metal Roof	34.42%	34.42%	48.88%	48.88%
Metal Canopy	34.93%	34.93%	37.28%	37.28%
Stone	10.84%	10.84%	3.57%	3.57%
Cast Stone	2.65%	2.65%	0.84%	0.84%
Glass	3.44%	3.44%	2.10%	0.00%



PLANNING

To: Mayor and Town Council
From: Chris Copple, AICP, Director of Development Services
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – June 24, 2014

Agenda Item:

Conduct a Public Hearing, and consider and act upon a request to rezone 33.2± acres, located on the northeast corner of Preston Road and Prosper Trail, from Single Family-15 (SF-15) to Planned Development-Retail (PD-R). (Z14-0007).

Description of Agenda Item:

The applicant has requested this item be tabled to the July 8, 2014 Town Council meeting.

Attached Documents:

1. Letter from the applicant requesting Z14-0007 be tabled.

Town Staff Recommendation:

Town staff recommends the Town Council table the request to rezone 33.2± acres, located on the northeast corner of Preston Road and Prosper Trail, from Single Family-15 (SF-15) to Planned Development-Retail (PD-R) to the July 8, 2014 Town Council meeting.

Proposed Motion:

I move to table the request to rezone 33.2± acres, located on the northeast corner of Preston Road and Prosper Trail, from Single Family-15 (SF-15) to Planned Development-Retail (PD-R) to the July 8, 2014 Town Council meeting.



June 17, 2014

Mr. Chris Copple
Director of Development Services
Town of Prosper
P.O. Box 307
Prosper, TX 75078

RE: Table Zoning Case from June 24, 2014 to July 8, 2014 Meeting
33.2 acres
Zoning Case Z14-0007

Dear Mr. Copple;

The applicant in the above referenced zoning case requests that the Town Council table this matter at the scheduled June 24, 2014 Town Council meeting and have the matter heard at the meeting scheduled for July 8, 2014.

Please let me know if there is anything additional you will need for this matter.

Thank you.

Sincerely,

MQ Realty, LLC

A handwritten signature in blue ink, appearing to read 'DL Silverman', with a long horizontal flourish extending to the right.

Donald L. Silverman
Managing Partner



PLANNING

To: Mayor and Town Council
From: Chris Copple, AICP, Director of Development Services
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – June 24, 2014

Agenda Item:

Conduct a Public Hearing, and consider and act upon a request to rezone 80.7± acres, located on the southeast corner of Dallas Parkway and Frontier Parkway, from Single Family-15 (SF-15) to Planned Development-Single Family/Retail (PD-SF/R). (Z14-0006).

Description of Agenda Item:

The applicant has requested this item be tabled to the July 8, 2014 Town Council meeting.

Town Staff Recommendation:

Town staff recommends the Town Council table the request to rezone 80.7± acres, located on the southeast corner of Dallas Parkway and Frontier Parkway, from Single Family-15 (SF-15) to Planned Development-Single Family/Retail (PD-SF/R) to the July 8, 2014 Town Council meeting.

Attached Documents:

1. Email from the applicant requesting Z14-0006 be tabled.

Proposed Motion:

I move to table the request to rezone 80.7± acres, located on the southeast corner of Dallas Parkway and Frontier Parkway, from Single Family-15 (SF-15) to Planned Development-Single Family/Retail (PD-SF/R) to the July 8, 2014 Town Council meeting.

Robyn Battle

From: Frank.Abbott@kimley-horn.com
Sent: Thursday, June 12, 2014 4:32 PM
To: Alex Glushko
Cc: Chris Copple
Subject: RE: Metten Rezoning

Per our conversation, we will want to postpone our Town Council Hearing date to July 8th. I will be out of town on June 24th and will not be available to attend that Council meeting. I have a call into the Metten's to gain their preference on how to address the revised PD standards. As soon as I hear from them I will let you know what direction they would like to go related to the PD standards.

Thank you for your assistance on this matter!



Frank G. Abbott, Jr., P.E.

Kimley-Horn | 5750 Genesis Ct., Frisco, Texas 75034

State of Tx. Reg. No. F - 928

Office: 972 335 3580 | Fax: 972 335 3779 | www.kimley-horn.com

Frank.Abbott@Kimley-Horn.com



HUMAN RESOURCES

To: Mayor and Town Council

From: Baby Raley, Human Resources Director

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – June 24, 2014

Agenda Item:

Consider and act upon authorizing the Town Manager to enter into contracts for employee benefits with Blue Cross Blue Shield for group medical insurance, Delta Dental for group dental insurance, EyeMed for group vision services, Mutual of Omaha for group and voluntary Life/Accidental Death and Dismemberment (AD&D)/Short-term Disability (STD)/Long-term Disability (LTD) insurance, Stanley, Hunt, Dupree & Rhine (SHDR) for section 125, Cafeteria Plan, Medical Expense Reimbursement Plan (MERP) - Health Reimbursement Account (HRA) claims administration, Allstate for voluntary work-life benefits, and Health Plan One Exchange Solutions' services for retiree exchange services.

Description of Agenda Item:

The Town has historically provided a competitive and innovative benefits package to employees, offering a selection which best suits employees' individual and family needs. Providing these options has benefitted not only recruitment efforts, but also retention of employees. Options include primary benefits consisting of basic life insurance, accidental death and dismemberment insurance, long-term disability insurance, and major medical (cost shared with employees) and health savings accounts (HSA). Town staff solicited requests for proposals for medical, dental, life, AD&D, voluntary STD, LTD, and ancillary and work-life benefits in order to seek cost-effective insurance benefits for the Town and its employees.

In order to improve benefits administration and employee services, staff recommends transitioning the current benefit plan year from August 1st – July 31st to a calendar year from January 1st – December 31st. To accomplish this plan year change and transition, staff requested insurance proposals for both 12-months and 17-months. As a result, the majority of proposals received were for 12-months with five months at no additional increase.

Medical proposals were sent to five carriers: Aetna, Blue Cross Blue Shield, CIGNA, Humana, TML Intergovernmental Employee Benefits Pool, and United Healthcare (current carrier). After evaluation of the proposals, staff, the Employee Benefits Committee, and Council Benefits Subcommittee recommends Blue Cross Blue Shield as the group medical provider for employees and their eligible dependents.

Dental proposals were sent to seven carriers: Aetna, Blue Cross Blue Shield, Delta Dental, Guardian, Humana, Lincoln, and United Healthcare (current vendor). After evaluation of the proposals, staff, the Employee Benefits Committee, and Council Benefits Subcommittee

recommends Delta Dental as the group dental provider for employees and their eligible dependents with enhanced benefit plans.

Vision proposals were sent to six carriers: Block Vision, EyeMed (current vendor), Humana, Lincoln, United Healthcare, and VSP. After evaluation of the proposals, staff, the Employee Benefits Committee and Council Benefits Subcommittee recommends EyeMed as the group vision provider for employees and their eligible dependents with the same benefit plans as current.

Life, AD&D, STD, and LTD proposals were sent to ten carriers: Aetna, Assurant, Blue Cross Blue Shield, Cigna, Humana, Lincoln, Mutual of Omaha, Sunlife (current vendor), United Healthcare, and UNUM. After evaluation of the proposals, staff, the Employee Benefits Committee, and Council Benefits Subcommittee recommends Mutual of Omaha as the group ancillary provider for employees and their eligible dependents with enhanced benefit plans and decreased LTD premium costs.

Section 125, Cafeteria Plan, and MERP HRA claims administration proposals were sent to six carriers: Aetna, Blue Cross Blue Shield, Corporate Coverage (current vendor), Discovery Benefits, TASC, and SHDR. After evaluation of the proposals, staff, the Employee Benefits Committee, and Council Benefits Subcommittee recommends SHDR as the group administrator for Section 125, Cafeteria Plan, and MERP HRA claims processing services.

Voluntary work-life benefit proposals were sent to two carriers who are designated preferred providers that have the capability to work seamlessly with the Town's online employee benefits enrollment carrier, *Benetfirst*. The only carriers with this capability are Humana and Allstate. Recognizing that the current provider is AFLAC, staff recommends keeping the AFLAC payroll deduction for employees currently enrolled in AFLAC plans to prevent service and coverage disruption for these employees. Moving forward, staff recommends offering new enrollments for work-life benefits with the new recommended provider. After evaluation of the proposals, staff, the Employee Benefits Committee, and Council Benefits Subcommittee recommends Allstate as the group work-life benefit provider for employees and their eligible dependents with enhanced accident and cancer/critical illness benefit plans, personal and online services, and decreased premium costs.

Finally, staff, the Employee Benefits Committee and Council Benefits Subcommittee recommends Health Plan One Exchange Solutions to provide customer service support to assist employees with transitioning toward retirement. These services are voluntary and can help employees choose the level and type of health coverage from an array of pre-65 and post-65 health plan designs in the public health insurance exchange. The Town does not currently provide retiree benefits to its employees. This is a cost-effective benefit service for both the Town and future retirees.

The recommended benefit plans continue to support the Town's consumer-driven health philosophy and meet the Town's goals.

Budget Impact:

The estimated annual combined cost for group medical based on Blue Cross Blue Shield's proposal is \$847,106 (+13.6% increase over current). The estimated annual total Town contribution cost is \$574,401 for the plan year (August 2014 – July 2015). In addition, Blue Cross Blue Shield has agreed to extend the annual rates for an additional five months (through December 2015) to assist the Town with transitioning the current plan year (August – July) to a calendar year (January – December). The additional estimated Town contribution cost for the five-month transition (August 2015 – December 2015) is \$239,333.75.

The estimated annual combined cost for group dental based on Delta Dental's proposal is \$67,682.76 (+5.86% increase over current). The estimated annual total Town contribution cost is \$30,353.40 for the plan year (August 2014 – July 2015). In addition, Delta Dental has agreed to extend the annual rates for an additional five months (through December 2015) to assist the Town with transitioning the current plan year (August – July) to a calendar year (January – December). The additional estimated Town contribution cost for the five-month transition (August 2015 – December 2015) is \$12,647.25.

The estimated annual cost for group voluntary vision based on EyeMed's proposal is \$6,953.52 (+3.00% increase over current). The Town does not currently contribute funds toward the voluntary vision plan. EyeMed has agreed to extend the annual rates for an additional five months (through December 2015) to assist the Town with transitioning the current plan year (August – July) to a calendar year (January – December). The additional estimated contribution cost to employees for the five-month transition (August 2015 – December 2015) is \$1,014.

The estimated annual combined cost for group ancillary insurance (Life/AD&D/STD/LTD) based on Mutual of Omaha's proposal is \$23,058 (0.00% increase over current). The estimated annual total Town contribution cost is \$23,058 for the plan year (August 2014 – July 2015). In addition, Mutual of Omaha has agreed to extend the annual rates for an additional five months (through December 2015) to assist the Town with transitioning the current plan year (August – July) to a calendar year (January – December). The additional estimated Town contribution cost for the five-month transition (August 2015 – December 2015) is \$9,607.50. There is no additional cost to the Town for voluntary employee STD insurance.

The estimated annual administration service cost for Section 125, Cafeteria Plan, and MERP-HRA services based on SHDR's proposal is \$8.10 per member per month (-10% cost decrease from current) for 12 months with extended rates for an additional five months (through December 2015).

There is no cost impact for the Town to offer Allstate's voluntary work-life benefits for employees, or the Health Plan One Exchange Solutions' services.

Attached Documents:

1. Medical Contribution Strategy for FY2014-2015
2. Health Plan One Exchange Solutions brochure

Town Staff Recommendation:

Staff recommends that the Town Council authorize the Town Manager to enter into contracts for employee group benefits with Blue Cross Blue Shield for group medical insurance, Delta Dental for employee group dental insurance, EyeMed for employee group vision insurance, Mutual of Omaha for employee group Life/AD&D/LTD and voluntary STD insurance, Allstate for employee group voluntary work-life benefits, SHDR for Section 125, Cafeteria Plan, and MERP-HRA claim administration, and Health Plan One Exchange Solutions' services for retiree exchange services.

Proposed Motion:

I move to authorize the Town Manager to enter into contracts for employee benefits with Blue Cross Blue Shield for group medical insurance, Delta Dental for employee group dental insurance, EyeMed for employee group vision insurance, Mutual of Omaha for employee group Life/AD&D/LTD and voluntary STD insurance, Allstate for employee group voluntary work-life benefits, SHDR for Section 125, Cafeteria Plan, and MERP-HRA claim administration, and Health Plan One Exchange Solutions' services for retiree exchange services.

Town of Prosper FY2014-2015 Medical Contribution Recommendation

2013-2014 UHC Current

HDHP Plan	EE's	Current UHC Rates	Employer Contribution \$	2013 Employee Contribution \$	ER%
EE	27	\$343.12	\$308.12	\$35.00	89.80%
ES	2	\$789.17	\$531.15	\$258.02	67.30%
EC	5	\$617.60	\$445.36	\$172.24	72.11%
EF	12	\$1,063.65	\$668.39	\$395.26	62.84%
Mo. Cost	46	\$26,694	\$19,629	\$7,065	
Ann. Cost		\$320,333	\$235,548	\$84,784	
<i>Composite Rate</i>		<i>\$580.31</i>	<i>\$426.72</i>	<i>\$123.95</i>	<i>73.53%</i>

2014-2015 BCBS Proposal

HDHP Plan	EE's	Renewal BCBS Rates	Employer Contribution \$	2014 Employee Contribution \$	EE Bi-weekly Contribution \$	ER%	\$ Increase to EE	EE % Increase
EE	30	\$403.90	\$368.90	\$35.00	\$17.50	91.33%	\$0.00	0.00%
ES	3	\$928.96	\$670.94	\$258.02	\$129.01	72.22%	\$0.00	0.00%
EC	7	\$727.00	\$554.76	\$172.24	\$86.12	76.31%	\$0.00	0.00%
EF	17	\$1,252.05	\$856.79	\$395.26	\$197.63	68.43%	\$0.00	0.00%
Mo. Cost	57	\$41,278	\$31,529	\$9,749	\$4,875		\$0	
Ann. Cost		\$495,333	\$378,343	\$116,990	\$58,495		\$0	
<i>Composite Rate</i>		<i>\$724.17</i>	<i>\$553.13</i>	<i>\$171.04</i>	<i>\$85.52</i>	<i>76.38%</i>	<i>\$0.00</i>	

HDHP PPO	EE's	Current UHC Rates	Employer Contribution \$	2013 Employee Contribution \$	ER%
EE	30	\$369.96	\$295.56	\$74.40	79.89%
ES	3	\$850.89	\$451.57	\$399.32	53.07%
EC	7	\$665.91	\$389.65	\$276.26	58.51%
EF	15	\$1,146.85	\$550.67	\$596.18	48.02%
Mo. Cost	55	\$35,516	\$21,209	\$14,306	
Ann. Cost		\$426,187	\$254,509	\$171,678	
<i>Composite Rate</i>		<i>\$645.74</i>	<i>\$385.62</i>	<i>\$260.12</i>	<i>59.72%</i>

HDHP PPO	EE's	Renewal BCBS Rates	Employer Contribution \$	2014 Employee Contribution \$	EE Bi-weekly Contribution \$	ER%	\$ Increase to EE	EE % Increase
EE	27	\$414.45	\$295.56	\$118.89	\$59.45	71.31%	\$44.49	59.80%
ES	2	\$953.24	\$451.57	\$501.67	\$250.84	47.37%	\$102.35	25.63%
EC	5	\$746.00	\$389.65	\$356.35	\$178.18	52.23%	\$80.09	28.99%
EF	10	\$1,248.78	\$550.67	\$698.11	\$349.06	44.10%	\$101.93	17.10%
Mo. Cost	44	\$29,314	\$16,338	\$12,976	\$6,488		\$2,826	
Ann. Cost		\$351,773	\$196,059	\$155,715	\$77,857		\$33,908	
<i>Composite Rate</i>		<i>\$666.24</i>	<i>\$371.32</i>	<i>\$294.91</i>	<i>\$147.46</i>	<i>55.73%</i>	<i>\$64.22</i>	

Est. Total Mo. Cost **\$62,210** **\$40,838** **\$21,372**
 Est. Total Ann Cost **\$746,520** **\$490,058** **\$256,462**

Est. Total Mo. Cost **\$70,592** **\$47,867** **\$22,725** **\$11,363**
 Est. Total Ann Cost **\$847,106** **\$574,401** **\$272,705** **\$136,352**

ER/EE Percentage 65.6% 34.4%

+/- from Current **\$100,586** **\$84,344** **\$16,242**
 % +/- from Current 13.47% 17.21% 6.33%
 ER/EE Percentage 67.8% 32.2%

HSA Scenarios - 10%EE & 30%Family PPO EE's moves to the HSA plan

	Current EE's	Current Contrib. \$	Renewal EE's	Renewal Contrib. \$	EE Increase
EE HSA Contribution	27	\$750.00	30	\$750.00	3
EE + Family HSA Contrib.	19	\$1,500.00	27	\$1,500.00	8
Total Monthly		\$48,750.00		\$62,250.00	11
Total Town Budget	\$538,808		\$636,651		Difference = \$97,844

Note: Calculations based on 24 pay periods. Town of Prosper moves from 7% increase contribution to 12.27%



Optimal retiree health solutions

Right for your employees. Right for you.



Providing optimal retiree health solutions

As an employer offering retiree health benefits, you know the formidable challenges that come along with the commitment. The administrative burden, investment risk, lack of control, and most notably – the cost – can be daunting and negatively impact the financial health of your business.

Now you can improve the outlook – for your organization *and* your retirees.

When you migrate from a traditional, “defined benefit” retiree health insurance plan to a “defined contribution” model through HealthPlanOne’s web-enabled exchange, you take control. You decide in advance how much you’ll contribute while your employees choose the level and type of coverage from an array of Medicare plan designs.

HELPING YOU MAKE THE RIGHT CHOICES.

The benefits of transitioning to an exchange solution

You’ll experience a multitude of benefits with HealthPlanOne’s private exchange.

EMPLOYER BENEFITS	RETIREE BENEFITS
<ul style="list-style-type: none"> • Deliver a superior offering – typically at a 20% to 30% lower premium than currently paid • Significantly reduce GASB or FASB liability for retiree population • Mitigate operating expenses from retiree benefit administration • Enjoy HPO’s exchange at no cost – the only cost is for HRA administration • Benefit from complete control of your health care expenses 	<ul style="list-style-type: none"> • Enjoy savings of \$500 - \$1000 per year for a retiree couple • Select from a variety of Medicare Supplement, Advantage and prescription drug plans • Choose the ideal level and type of coverage (vs. a one-size fits all) • Benefit from the guidance of HPO’s licensed Medicare experts • Leverage the online services and ongoing support from HPO

An evolution in how medical insurance is offered

To illustrate the key advantages of a defined contribution plan, let's compare the "old" decision-making process to the "new."

Current Process

With traditional medical coverage, the employee benefit is built around a plan design offered by an insurance carrier. As the sponsor, you absorb much of the cost.



New Process

In a defined contribution approach, the employee benefit is built around a set dollar amount that you determine. This option is less expensive and offers retirees a menu of Medicare plans from which to choose – all through HealthPlanOne's exchange, or on-line marketplace.



Key elements of the HealthPlanOne exchange solution

Establishing your retiree program with HealthPlanOne is a simple and straightforward process. The primary components:



PLAN DESIGN AND CARRIER CHOICE

HealthPlanOne has relationships nationally with more than 80 carriers representing over 4,000 Medicare Supplement plans, Medicare Advantage plans and prescription drug plans.



EXPERT GUIDANCE

Our service center is staffed with salaried, licensed advisors who provide unbiased guidance to your retirees, helping them enroll in the plan that best suits their needs.



HEALTH RETIREMENT ACCOUNT (HRA)

You'll make a pre-tax contribution for your retirees' medical insurance into an HRA. We can set up the account with our partner, WageWorks, or with an administrator of your choice.



REPORTING

To ensure you know how well the plan is operating, we'll provide a comprehensive package of reports at regular intervals. We'll detail everything you need to ensure a smooth transition.



ONLINE TOOLS

Through our online portal, your retirees receive education on medical insurance options, learn about individual plans, and evaluate and compare their various choices.



IMPLEMENTATION

The HealthPlanOne team will guide you through the process and perform all the "heavy-lifting" associated with transitioning to our Exchange.

HealthPlanOne: uniquely qualified to deliver this solution

There's good reason why HealthPlanOne was voted one of the fastest growing companies in the country by Deloitte© and Inc.© Magazine. As experienced experts in the Medicare and health insurance market, our robust exchange solution is helping employers meet – and more often times exceed – employee benefit, financial and administrative objectives.

A HOLISTIC, "ONE-STOP-SHOPPING" EXPERIENCE

- A broad and customized product portfolio: 80+ carriers, over 4,000 plan designs, coverage available in all 50 states
- Retirees 65+: Medicare Supplement, Medicare Advantage, prescription drug plans, hospital indemnity plans and other ancillary products
- Pre-65 retirees and dependents: individual medical products and ancillary lines

LONG AND DEEP EXPERIENCE SERVING RETIREES

- Delivering private exchange solutions since 2006
- More than 35,000 individual retiree contracts written in 2013

SUPERIOR SERVICE THROUGH ACTIVE PARTNERING

- **For Employers:**
 - An online platform that can be tailored and co-branded with a unique URL
- **For Retirees:**
 - Intuitive online education and decision-making tools
 - Fully licensed, advisors deliver prudent and objective guidance on choosing just the right solution

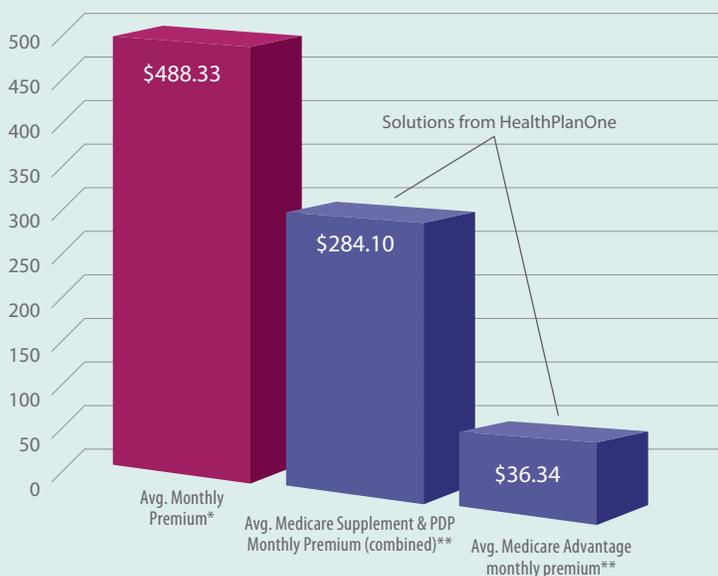


BEST VALUE IN THE MARKETPLACE

- Unsurpassed service and superior technology are all inclusive – there is no cost to you
- Competitive HRA administration fees

Big Savings

The cost difference of a traditional retiree plan vs. HPO's exchange-based solution.



The average monthly premium for workers age 50+ in a traditional defined benefit health plan is almost \$500; compare that to the monthly cost of a Medicare Supplement (with prescription drug included) and/or the monthly cost of a Medicare Advantage plan.

*Average Annual Premium for Covered Workers with Single Coverage, by Firm Characteristics, 2012. Source: Kaiser/HRET Survey of Employer-Sponsored Health Benefits, 2012.

**Medicare Supplement premium is shown with a PDP plan included; rates for MS, PDP and MA are based on an average of rates in the states of AZ, CA, FL, NY and TX.

**For more information on HealthPlanOne, please call (203) 402-2566
or visit our website at www.healthplanone.com/corporate**

Accomplished, recognized and continuing to grow

HealthPlanOne opened its doors in 2006. Since then, we've helped tens of thousands of seniors choose the right health care coverage at the right price, giving them the peace of mind they need to enjoy their retirement. That's why we continue to be recognized as a fast-growing, tier one brokerage firm by some of the most prestigious names in the business world.



Inc. magazine ranked HealthPlanOne #1192 on its 2013 500/5000 list.



HealthPlanOne is ranked #166 on the 2013 Deloitte's Technology Fast 500™ list.



Marcum Tech Top 40 – HealthPlanone consistently qualifies as one of the 40 fastest growing technology companies in Connecticut.



Contact us at
(203) 402-2566



1000 Bridgeport Avenue, 4th Floor
Shelton, CT 06484

www.healthplanone.com/corporate





PLANNING

To: Mayor and Town Council

From: Chris Copple, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – June 24, 2014

Agenda Item:

Consider and act upon an alternative type of open storage screening for Warren/Avant Garde Addition, Block A, Lot 1R (The Body Shop), on 2.5± acres, located on the west side of Business Park Drive, 400± feet south of First Street. The property is zoned Commercial (C). (D14-0017).

Description of Agenda Item:

The subject property currently has one existing 21,000-square-foot metal building, constructed in 2007, prior to the property being annexed. The applicant is proposing to add 3,468 square feet of open storage area, as shown in the designated area on the site plan, which is required to be screened from all streets and adjacent properties. Chapter 4, Section 5.2 of the Zoning Ordinance, which is attached, includes two options for open storage screening, or allows for an alternative type of screening to be reviewed by the Planning & Zoning Commission with a recommendation forwarded to Town Council for approval. The applicant is requesting approval of an alternative type of open storage screening consisting of 6-foot ornamental metal fencing along the northern and eastern property line and existing chain linked fencing along the southern and western property lines, a 10-foot landscape setback along the eastern, western, and southern property lines, and the existing 6-foot landscape setback along the northern property line. The proposed open storage screening also consists of one 3-inch caliper ornamental evergreen tree every 15 feet and one 30-gallon evergreen shrub every 15 feet.

The southern adjacent property is zoned Planned Development-54 (PD-54), which requires the screening along the north side of the property (along the shared property line with this property) be integrated into the required screening by January 24, 2014, (two years after ordinance adoption). Since a new screening fence has not been constructed on this property, PD-54 requires a 9-foot tall architectural metal fence along the shared property line to screen open storage. The purpose of this provision was to provide screening for a proposed greenhouse with open storage; however, the greenhouse was never constructed. Therefore, the 9-foot tall architectural metal open storage screening fence is not required and has not been constructed. The proposed request for an alternative type of open storage screening provides an opportunity to meet the intent of the fencing provision of PD-54, which is to have upgraded fencing along the southern property of the subject property, adjacent to a future Town thoroughfare.

Budget Impact:

There are no significant budget implications associated with the approval of the alternative type of open storage screening.

Legal Obligations and Review:

The alternative type of open storage screening must be approved by the Town Council or the open storage screening shall comply with one of the other provisions in the Zoning Ordinance.

Attached Documents:

1. The site plan.
2. Chapter 4, Section 5.2 of the Zoning Ordinance.
3. Planned Development-54.
4. Pictures of 430 Business Park Drive.

Planning & Zoning Commission Recommendation:

At their May 20, 2014, meeting, the Planning & Zoning Commission approved a site plan and recommended approval of an alternative type of open storage screening for Warren/Avant Garde Addition, Block A, Lot 1R (The Body Shop), on 2.5± acres, located on the west side of Business Park Drive, 400± feet south of First Street, by a vote of 6-0, subject to the following:

1. Revising the alternative type of open storage screening along the southern property line to a 6-foot ornamental metal fence.
2. Town Council approval of an alternative type of open storage screening.
3. Town staff approval of the landscape, irrigation, and screening plans.
4. Planning and Zoning Commission approval of a replat of the subject property dedicating all easements necessary for development.
5. Fire Department approval of all fire hydrants, fire department connections (FDC), and fire lanes, including widths, radii, and location.
6. Engineering Department approval of all driveways, turn lanes, median openings, street sections, sidewalks, and right-of-way dedications.

Town Staff Recommendation:

Town staff recommends approval of an alternative type of open storage screening subject to:

1. Revising the alternative type of open storage screening along the southern property line to a 6-foot ornamental metal fence.

Proposed Motion:

I move to approve an alternative type of open storage screening for Warren/Avant Garde Addition, Block A, Lot 1R (The Body Shop), on 2.5± acres, located on the west side of Business Park Drive, 400± feet south of First Street, subject to the following:

1. Revising the alternative type of open storage screening along the southern property line to a 6-foot ornamental metal fence.

TRIPLE B HOLDING LP
WARREN/AVANT-GARDE ADDITION
BLOCK 'A' - LOT 3
INSTRUMENT #200705007000616300
ZONING: 'C' LAND USE: UNDEVELOPED

STANDARD NOTES

Any Revision to this Plan will require Town Approval and will require Revisions to any corresponding plan to avoid conflicts between Plans.

1. Dumpsters and trash compactors shall be screened in accordance with the Zoning Ordinance.
2. Open Storage, where permitted, shall be screened in accordance with the Zoning Ordinance.
3. Outdoor lighting shall comply with the lighting and glare standards contained within the Zoning and Subdivision Ordinance.
4. Landscaping shall conform to landscape plans approved by the Town.
5. All elevations shall comply with the standards contained in the Zoning Ordinance.
6. Buildings of 5,000 sq ft or greater shall be 100% fire sprinkled. Alternate fire protection measures may be approved by the Fire Department.
7. Fire lanes shall be designed and constructed per Town Standards or as directed by the Fire Department.
8. Two points of access shall be maintained for the property at all times.
9. Speed bumps/humps are not permitted within a Fire Lane.
10. Handicapped parking areas and building accessibility shall conform to the ADA and with the requirements of the current, adopted Building Code.
11. All signage is subject to Building Official approval.
12. All fences and retaining walls shall be shown on the site plan and are subject to Building Official approval.
13. All exterior building materials are subject to Building Official approval and shall conform to the approved facade plan.
14. Sidewalks of not less than six (6') feet in width along thoroughfares and collectors and barrier free ramps at all curbs crossings shall be provided per Town Standards.
15. Approval of the Site Plan is not final until all engineering plans are approved by the Engineering Department.
16. Site Plan approval is required prior to grading release.
17. All new electrical lines shall be install and/or relocated underground.
18. All mechanical equipment shall be screened from public view in accordance with the Zoning Ordinance.

GODWIN INVESTMENTS LTD
VOL 5951, PAGE 1651
ZONING: 'C' PD-42
LAND USE: UNDEVELOPED

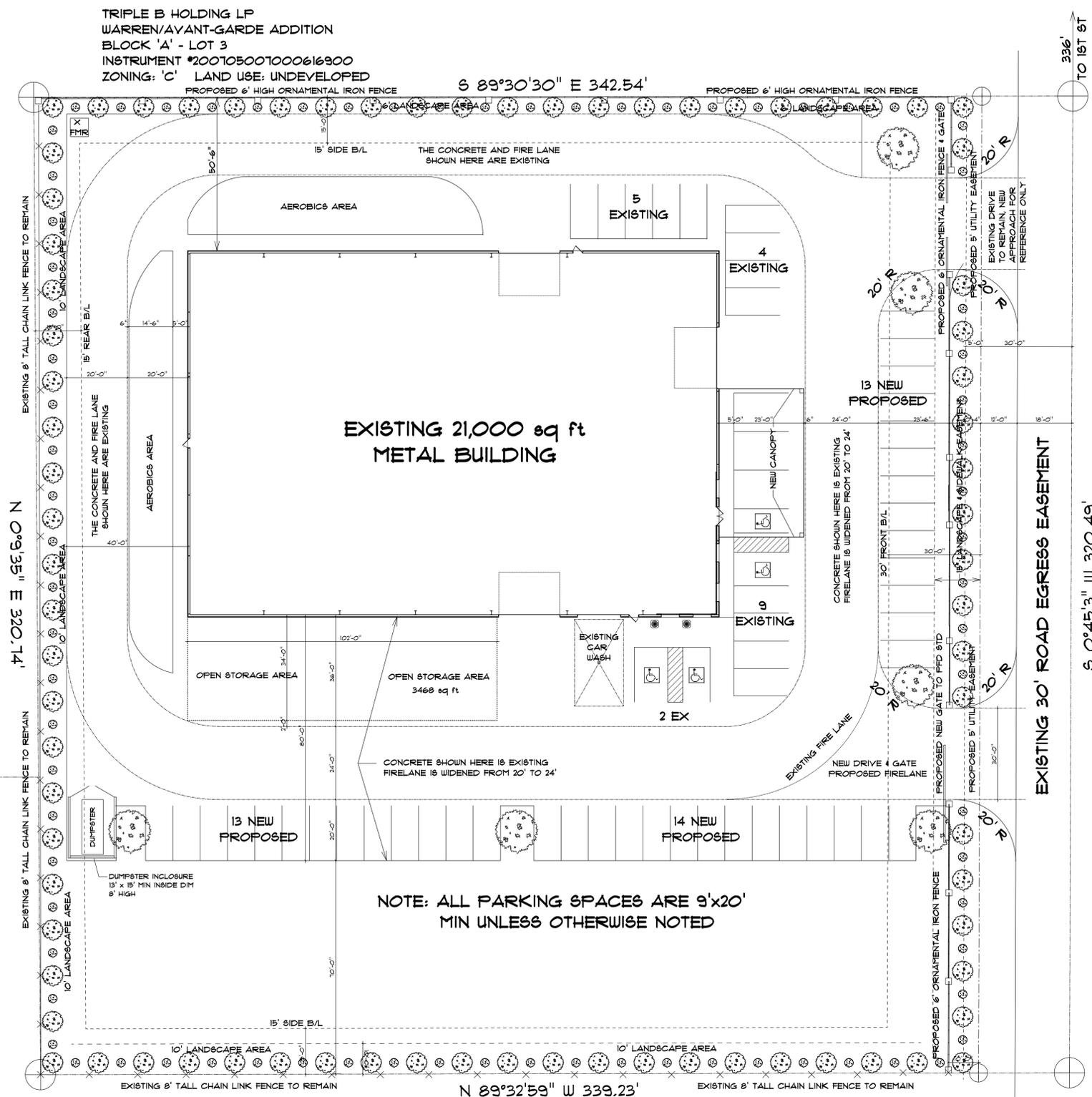
OWNER: Triple B Holding, LP
2912 University Blvd
Dallas, Texas
214-543-4387

APPLICANT: JHR-The Body Shop-Prosper
John Rattan
700 N. McDonald Street
McKinney, Texas 75069
214-212-0884

DESIGNER: Jerry DeFeo Designs
1806 Eastern Hills
Garland, Texas 75043
972-897-5800

LOT 1R - BLOCK 'A'
WARREN/AVANT-GARDE ADDITION

ZONING: 'C'
USE: Automotive Repair
LOT AREA: 109,291 sq ft
BUILDING AREA: 21,000 sq ft
BUILDING HEIGHT: 25'
LOT COVERAGE: 19.21%



NOTE: ALL PARKING SPACES ARE 9'x20'
MIN UNLESS OTHERWISE NOTED

PARKING REQUIREMENTS

- 9 STALLS = 27 SPACES
- 20 EMPLOYEES = 20 SPACES
- TOTAL REQUIRED = 47
- TOTAL AVAILABLE = 60
- TOTAL HANDICAPPED = 4

SITE PLAN
SCALE: 1" = 20'-0"

TOLLWAY FIRST PARTNERS LP
INSTRUMENT #20101007001084900
ZONING: 'C' LAND USE: UNDEVELOPED

WILLIAG VENTURES LLC
INSTRUMENT #20120223000210230
ZONING: 'C' CORRIDOR
LAND USE UNDEVELOPED

NOTE: NO PORTION OF THIS LAND IS
IN A 100 YEAR FLOOD PLAIN

NOTE: ALL CONCRETE PAVING
SHOWN IS EXISTING

NOTE: BOTH GATES SHALL REQUIRE A
SEPARATE CONTROLLED ACCESS
PERMIT

NOTE: FIRELANES, ROAD EGRESS, LANDSCAPING, AND
SIDEWALK PER INSTRUMENT # 20120409010000730

NOTE: LANDSCAPE PLAN SHALL BE APPROVED BY STAFF
BEFORE PERMITTING; REQUIRING ONE 3" ORNAMENTAL
EVERGREEN TREE EVERY 15' AND ONE EVERGREEN
30 GAL SHRUB EVERY 15' IN BETWEEN IS REQUIRED.

PROSPER BUSINESS PARK LP
WARREN/AVANT-GARDE ADDITION
BLOCK 'A' - LOT 2
INSTRUMENT #1790310 PD-54
ZONING: 'C' LAND USE: COMMERCIAL

LANDSCAPE, FENCE, & SITE PLAN FOR
JHR - The Body Shop - Prosper
JERRY DEFELO DESIGNS
 972-240-5800
 REVISED 5-14-14
 5-15-14
 PLAN NUMBER 21000-C
 DATE APR, 2014
 SHEET 1 of 1

SECTION 5 SCREENING FENCES AND WALLS

5.1 PURPOSE

Standards set forth in this Section are intended to encourage the appropriate use of land and conserve and protect the privacy and value of adjacent permitted uses. Regulations are prescribed for the location and type of various screening devices to be used when required in the various zoning districts or in this Section in accordance with the following standards.

5.2 LOCATION OF REQUIRED SCREENING (Z07-7, Z07-8, Z07-17, Z09-5)

- A. When a boundary of a multifamily, institutional, or non-residential Use sides or backs to a property that is zoned or designated on the Future Land Use Plan for residential (non-multifamily) uses, or when any institutional or non-residential Use sides or backs to a MF District, a solid screening wall or fence of not less than six (6) feet nor more than eight (8) feet in height shall be erected on the property line separating these uses. The purpose of the screening wall or fence is to provide a visual barrier between the properties.

The owner of such property of the lesser restrictive use shall be responsible for and shall build the required wall or fence on his property line dividing his property from the more restrictive zoning district. In cases where the Planning & Zoning Commission finds this requirement to be better met by an irrigated living screen, the same may be substituted for the screening wall after a landscape plan has been prepared to demonstrate equal visual screening.

A screening wall or fence required under the provisions of this section, under a Specific Use Permit, a Planned Development District, or other requirement shall be constructed of clay-fired brick masonry units or other suitable permanent materials which do not contain openings constituting more than forty (40) square inches in each one square foot of wall or fence surface, and the surface of such wall or fence shall constitute a visual barrier. All wall or fence openings shall be equipped with gates equal in height and screening characteristics to the wall or fence. Concrete masonry units, poured in place concrete, tilt-up concrete, or concrete panels may be used upon approval by the Planning & Zoning Commission.

Properties zoned Downtown Commercial (DTC), Downtown Retail (DTR), or Downtown Office (DTO) are only required to provide screening along property lines that are adjacent to properties shown as residential on the Future Land Use Plan. The screening must consist of an eight foot (8') cedar board-on-board wooden fence with metal posts anchored in concrete.

- B. All required screening walls shall be equally finished on both sides of the wall.
- C. All loading and service areas shall be screened from view from adjacent public streets and adjacent property that is zoned or designated on the Future Land Use Plan for residential uses. Screening shall be by walls with complimentary landscaping that is compatible with the project design.
1. Screening walls shall be fourteen (14) feet tall with one row of perimeter evergreen trees adjacent to the loading area.
 2. A screening wall is not required if a double row of perimeter evergreen trees is provided on offset fifty (50) foot centers within a fifteen (15) foot landscape edge. Fifty (50) percent of the trees shall be canopy evergreen trees.
- D. All uses providing open storage shall provide a site plan and landscape plan depicting the following:
1. The location of open storage on the property;
 2. The location of parking and vehicular maneuvering aisles and/or fire lanes in relation to the open storage;

3. The location of pedestrian access and/or sidewalks adjacent to and accessing the open storage and the primary use; and
4. The location, height, and type of screening.

A new use utilizing an existing building shall submit an amended site plan depicting the location of open storage. If the open storage area exceeds twenty percent (20%) of the gross floor area of the primary use building or ten (10%) of the lot area, it must be presented on a site plan and approved by the Planning & Zoning Commission.

- E. Open storage shall abide by the following requirements:
1. It shall only contain equipment, vehicles, commodities, materials, goods, or merchandise that is sold, rented, or distributed within the inside of a building of a primary use, unless it is demonstrated to the Director of Development Services or his/her designee that such products or materials could not be located indoors.
 2. It shall not be located within any required front, side, or rear yard setbacks.
 3. It shall be screened from all streets and adjacent properties with the following:
 - a. A minimum six (6) foot ornamental metal fence, not to be more than ten (10) feet in height, with a solid living screen located in a ten (10) foot landscape setback, containing a minimum of three (3) inch caliper evergreen trees on fifteen (15) foot centers with a continuous row of minimum seven (7) gallon evergreen shrubs along the exterior or interior of the fence; or
 - b. A minimum six (6) foot masonry wall, not to be more than ten (10) feet in height, matching the materials of the primary building with three (3) inch caliper evergreen trees on fifteen (15) foot centers, located in a ten (10) foot landscape setback along the interior of the wall.
 - c. Alternative types of screening must be reviewed by the Planning & Zoning Commission with a recommendation forwarded to Town Council for approval.
 4. It shall not exceed a height of one (1) foot below the top of the solid living screen or wall screening, whichever is greater, or be visible from the property line. A Nursery, Major may store plants that exceed the height of the living screen or wall.
 5. All gates and doors shall provide an opaque screen. The total of all openings for access may not exceed twenty-four (24) feet in width.
 6. It shall not be located within any required parking spaces, loading areas, fire lanes, vehicular maneuvering aisles, customer pick-up lanes, or on the roof of any structure.
 7. It shall not apply to new and used sales or lease of automobiles, motorcycles, recreational vehicles, watercraft, or similar facilities as approved by the Director of Development Services or his/her designee requiring open storage.
 8. The Planning & Zoning Commission may waive these requirements if no public purpose would be served by the construction of the required screen, or natural features (i.e. vegetation or topography) exist that sufficiently screen the open storage.
- F. Trash and recycling collection areas shall be located to minimize visibility. Trash and recycling receptacles shall be screened with a six (6) foot clay fired brick or stone wall of a color that is consistent with the color of the primary building. Trash compactors shall be screened with an eight (8) foot clay fired brick or stone wall of a color that is consistent with the color of the primary building. Screening enclosures shall be visually and aesthetically compatible with the overall project. Collection area enclosures shall contain permanent walls on three (3) sides with the service opening not directly facing any public right-of-way or any residentially zoned property. The fourth (4th) side will incorporate a metal gate of a height equal to the height of the wall

- to visually screen the dumpster or compactor.
- G. Where any alley intersects with a street, no fence or plant taller than two and one-half (2½) feet may be placed within a sight visibility triangle defined by measuring five (5) feet down the alley right-of-way line and measuring fifteen (15) feet down the street right-of-way line, then joining said points to form the hypotenuse of the triangle.
 - H. In any residential Zoning District, or along the common boundary between any residential and non-residential district where a wall, fence, or screening separation is provided, the following standards for height, location, and design shall be observed:
 - 1. Any fence or wall located to the rear of the minimum required front yard line shall not exceed eight (8) feet in height above the grade of the adjacent property. Where a fence intersects a screening wall and the height of the fence exceeds the height of the screening wall, the height of the fence shall transition to the height of the screening wall over a distance of twenty (20) feet.
 - 2. The maximum height of a fence or wall in a required front yard of a single family or duplex shall not exceed four (4) feet. Combinations of berms and fences shall not exceed four (4) feet in height. Ornamental metal fencing that is attached to required screening walls as defined in Subdivision Ordinance No. 03-05, as it currently exists or may be amended, may be constructed up to eight (8) feet in height in the front yard of cul-de-sac lots for only the side of the lot that is adjacent to a street with a right-of-way width of sixty (60) feet or greater. The height of this fence shall not exceed the height of the adjacent required screening wall.
 - 3. The maximum height of a fence in a required front yard of a single family lot that is one (1) acre or larger may exceed the four (4) foot height limit established above, provided that said fence shall not exceed eight (8) feet in height and shall be constructed of wrought iron or decorative tubular steel.
 - I. Screening shall be required between residential lots and adjacent right-of-ways as required by Subdivision Ordinance No. 03-05, as it currently exists or may be amended.
 - J. All mechanical equipment shall be screened from view at a point six (6) feet above ground level at the property line. If a parapet does not accomplish this screening, a screening wall equal to the height of the equipment shall be provided. Buildings adjacent to single family zoned property or property that is designated as single family on the Future Land Use Plan shall provide a screening wall equal to the height of the equipment on all sides that face the residential property.
 - K. A six (6) foot irrigated living screen shall be required when parking is located adjacent to residential in the Downtown Commercial District (DTC), Downtown Retail District (DTR), or the Downtown Office District (DTO).
 - L. Air conditioning units and pool equipment shall be entirely screened from view from adjacent public right-of-way by a living screen consisting of evergreen shrubs, a solid privacy fence, or through building orientation.

PD-54

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 12-03

AN ORDINANCE AMENDING PROSPER'S ZONING ORDINANCE NO. 05-20; REZONING A TRACT OF LAND CONSISTING OF 3.00 ACRES, MORE OR LESS, SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS, HERETOFORE ZONED AGRICULTURAL (A) IS HEREBY REZONED AND PLACED IN THE ZONING CLASSIFICATION OF PLANNED DEVELOPMENT-COMMERCIAL (PD-C); 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 Prosper Business Park, LP ("Applicant") to rezone 3.00 acres of land, more or less, situated in the Collin County School Land Survey, Abstract No. 147, 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 below-described property containing 3.00 acres of land, more or less, situated in the Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas, (the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto is hereby rezoned as Planned Development-Commercial (PD-C). The property as a

whole and the boundaries for each zoning classification are 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 Planned Development District shall be sent to all property owners within two hundred feet (200') of the specific area 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 AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS ON THIS 24th DAY OF JANUARY, 2012.

APPROVED AS TO FORM:



Ray Smith, Mayor

ATTESTED TO AND
CORRECTLY RECORDED BY:


Amy Piukana, Town Secretary

DATE OF PUBLICATION: 2-1-12, Prosper Press

LEGAL DESCRIPTION

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas and being all of Lot 2, Block A of the Warren / Avant-Garde Addition, an addition to the Town of Prosper, as recorded in Cabinet 2006, Page 615 of the Plat Records of Collin County, Texas and all of a tract of land described in a deed to Prosper Business Park, L.P. as recorded in Instrument No. 1790310 of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a PK nail set for corner in the center of West First Street, 90' right-of-way, said point being the northwest corner of a tract of land described in a deed to James Bryant as recorded in Volume 591, Page 64 and in Volume 594, Page 192 of the Deed Records of Collin County, Texas;

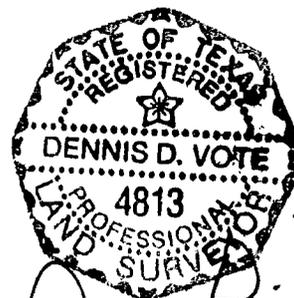
THENCE S 00 deg. 45 min. 03 sec., W, along the west line of said Bryant tract of land, the west line of a tract of land described in a deed to Donald E. Goodwin as recorded in Volume 3507, Page 484 of the Deed Records of Collin County Texas, and the east line of Lot 1, Block A of said Warren / Avant-Garde Addition, a distance of 701.41 feet to a 1/2-inch iron rod set at the southeast corner of said Lot 1, Block A and the northeast corner of said Lot 2, Block A and at the POINT OF BEGINNING;

THENCE S 00 deg. 45 min. 03 sec., W, along the east line of said Lot 2, Block A and the west line of said Goodwin tract, a distance of 387.52 feet to a 1/2-inch iron rod set at the southeast corner of said Lot 2, Block A and at the northeast corner of a tract of land described in a deed to Molinar Enterprises, LLC as recorded in Instrument No. 20080630000793560 of the Official Public Records of Collin County, Texas;

THENCE N 89 deg. 32 min. 59 sec. W, along the south line of said Lot 2, Block A and the north line of said Molinar Enterprises tract, a distance of 335.23 feet to a 1/2-inch iron rod set at the southwest corner of said Lot 2, Block A and at the northwest corner of said Molinar Enterprises tract;

THENCE N 00 deg. 09 min. 35 sec. E, along the west line of said Lot 2, Block A, a distance of 387.52 feet to a 1/2-inch iron rod set at the northwest corner of said Lot 2, Block A and at the southwest corner of said Lot 1, Block A;

THENCE S 89 deg. 32 min. 59 sec. E, along the north line of said Lot 2, Block A and the south line of said Lot 1, Block A, a distance of 339.23 feet to the POINT OF BEGINNING and containing 130,680 sq. ft. or 3.0000 acres of land.



Dennis D. Vote
Nov. 10, 2011

Exhibit "B"
450 Business Park Drive
Prosper, TX 75078
Eric Hover, Owner/Representative

Prosper Business Park, LP.
Planned Development District
Statement of Intent and Purpose

Prosper Business Park intends to develop this site to suite the business of Avant-Garde Organics, which consists of wholesale distribution of Organic Home and Garden Products, online retail sales, and residential and commercial "Easy Garden" installation and service. Prosper Business Park also has 6000 square feet in which it leases to commercial tenants. Our intent is to develop the Open Storage area to contain the necessary components of the "Easy Garden" business, establish the final perimeter landscape plan for the property, and to put forth a site that will enhance the Town of Prosper.

The emphasis on securing the Open Storage area and providing a visually pleasant appearance by use of landscaping and fencing. All open storage will be well screened from view both from Business Park Drive and neighboring properties.

Exhibit "C"
Prosper Business Park, LP
PD - Commercial District

Conformance with the Town's Zoning Ordinance and Subdivision Ordinance: Except as otherwise set forth in these Development Standards, the regulations of the Town's Zoning Ordinance (No. 05-20 as it currently exists or may be amended) and the Town's Subdivision Ordinance (No. 03-05 as it exists or may be amended) shall apply to the property.

1. COMMERCIAL DISTRICT - Prosper Business Park

1.1 REGULATIONS:

A. Size of Yards:

1. Minimum Front Yard: Thirty (30) feet.

2. Minimum Side Yard:

A. Five (5) feet for open storage/covered storage areas.

B. Fifteen feet (15) for buildings. The minimum side yard setback may be eliminated for attached buildings on separate lots as shown on an approved site plan.

C. Thirty (30) feet adjacent to Business Park Drive.

D. Ten (10) side yard for west property line.

3. Minimum Rear Yard:

A. Five (5) feet for open storage/covered storage areas.

B. Fifteen feet (15) for buildings. The minimum side yard setback may be eliminated for attached buildings on separate lots as shown on an approved site plan.

B. Size of Lots:

1. Minimum Size of Lot Area: Ten thousand (10,000) square feet.

2. Minimum Lot Width: One hundred (100) feet.

3. Minimum Lot Depth: One hundred (100) feet.

C. Maximum Height: Two (2) stories, not greater than forty (40) feet.

D. Lot Coverage: Fifty (50) percent.

E. Floor Area Ratio: Maximum 0.5:1

1.2 PERMITTED USES:

A. **Compliance with State and Federal Law:** No uses shall be allowed which are prohibited by State law or which operate in excess of State or Federal environment or pollution standards as determined by the U.S. Environmental Protection Agency, Texas Air Control Board, Texas State Department of Health, or the Texas Water Commission, as the case.

B. **Open Storage:** Not more than twenty (20) percent of the lot or tract may be used for the open storage of products such as fertilizer and bagged products, materials such as but not limited to mulch, limited amounts of landscape stone, masonry mortar, trees, shrubs, annuals or fencing, or equipment such as lawn equipment or materials trailers/containers. Live goods such as fruit/citrus trees, vegetable plants, herbs and the like to be stored in hoop and poly or shade cloth greenhouses, all of which shall be screened from adjoining properties or streets. The screening will consist of nine (9) foot tall Architectural Metal fencing on the east, south, and west sides. The screening along the north side of the open storage area shall be integrated into the required screening along the shared property line with Lot 1 (430 Business Park Drive) within two years of ordinance adoption or a nine (9) foot tall Architectural metal fence shall be constructed along the north side of the open storage area. Landscaping to be installed outside the east fence with three (3) Crepe Myrtles, 3 caliper inch and minimum 5 feet in height along the east property line 15 foot landscape set back. Our current dumpster will be placed in the Open Storage Area behind the gate on the west drive and completely screened by the fence.

C. High Risk or Hazardous Uses:

1. The uses listed in 1.2(D) below are permitted in the Commercial District, provided that such uses shall not disseminate dust, fumes, gas, noxious odor, smoke, glare, or other atmospheric influence beyond the boundaries of the property on which such use is located and which produces no noise exceeding the average intensity of noise of street traffic at that point and provided that such use does not create fire hazards on surrounding property.
2. "High risk or hazardous" uses are not permitted in the Commercial District. In this section, "high risk or hazardous" use means any use whose operation, in the opinion of the Fire Chief, involves a much higher than average risk to public health and safety. These uses include but are not limited to facilities where significant amounts of radiation, radioactive materials, highly toxic chemicals or substances, or highly combustible or explosive materials are present, used, produced, stored, or disposed of.

D. **Permitted Uses:** The permitted uses on the subject property are those uses allowed under the Commercial District as outlined in the Town's Zoning Ordinance No. 05-20, as it exists or may be amended with the following addition:

Temporary greenhouses as shown on Exhibit D.

1.3 **Paving Materials permitted in open storage area:** Gravel, crushed rock and / or four inch concrete shall be permitted paving material in the open storage area located behind all screening and gates. All additional fire lanes shall be constructed of concrete and shall meet the Town of Prosper's paving standards.

1.4 **Perimeter Landscaping:** The plan set forth below will serve as our final perimeter landscape plan.

A. East Property Line

1. North of North Circle Drive, adjacent to Architectural Metal Fence: Three (3) crepe myrtle's, minimum 5 feet tall at time of planting, each being three (3) caliper inch, and spaced at a minimum of fifteen (15) feet apart from one another, and 3-5 gallon shrubs planted at a ratio of one shrub for every two feet.

2. Area Between North and South Circle Drive: Five (5) four (4) inch caliper Live Oak trees spaced a minimum of thirty (30) feet on center.

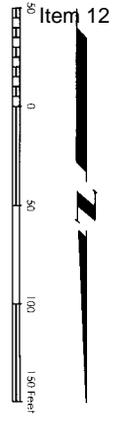
3. South of South Circle Drive: Three (3) four (4) inch caliper Live Oak trees spaced a minimum of thirty (30) feet on center.

B. North Property Line: The north property line border contains utilities for town water line to the existing building. No perimeter landscaping is permitted in the utility easement.

C. West Property Line: The existing building was constructed 10 foot from the west property line and contains utilities for septic and electric. No perimeter landscaping is permitted in the utility easement.

D. South Property Line: Along the southwest property line is the drainage ditch that collects the run off from the concrete drive. Utilities for the existing building's septic system run along this border as well. No perimeter landscaping is permitted in the utility easement.

E. Landscaping: Additional landscaping, south of North Circle Drive, to be planted along the east landscape set back line before the completion of the construction of the future two lane commercial collector (Business Park Drive) or with future build out of the property, whichever comes first. Additional plantings to be at a ratio of one shrub for every two feet of frontage. Irrigation will be installed for the landscaped areas. All requirements for 5 gallon shrubs will be amended to 3-5 gallon shrubs, three (3) feet high at time of planting.



- LEGEND**
- C.C.F.N. COUNTY CLERK'S FILE NO.
 - PP TELEPHONE PEDestal
 - POWER POLE
 - 1/2" I.R.S. IRON ROD SET WITH YELLOW CAP STAMPED
 - 1/2" I.R.F. VOTEX R.P.L.S. #4813 IRON ROD FOUND
 - "X" FND. "X" CUT FOUND IN CONCRETE
 - (8) TOTAL LIVE OAKS 4 INCH (QUERUS VIRGINIANA) 50-40 O.C. SPACING BETWEEN PAVEMENT AND / OR ADJ
 - (3) TOTAL GRAPE MYRTLES 5'-0" TALL (LAGERSIPROVIANA) 15'-0" O.C. SPACING BETWEEN PAVEMENT AND / OR ADJ
- BEARING SOURCE:**

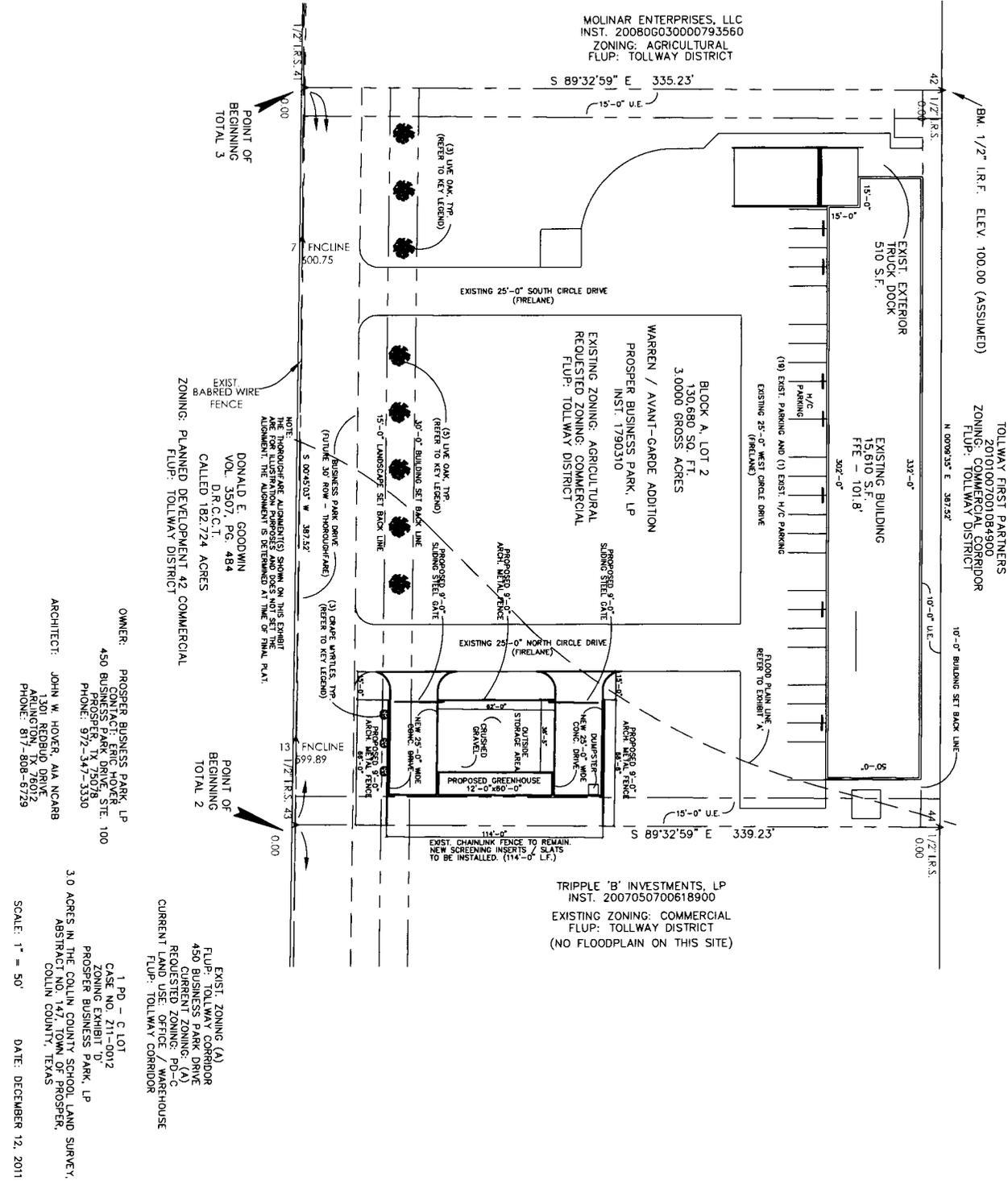
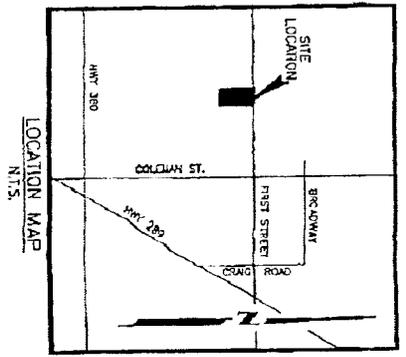


Exhibit "E"
450 Business Park Drive
Prosper, TX 75078
Eric Hover, Owner/Representative

Prosper Business Park, LP.
Planned Development District
Development Schedule:

It is anticipated that the development of the Open Storage will begin within one week after approval and issuance of any or all permits.

As the demand grows for additional commercial tenant space we will develop the remaining buildings on the property. It is anticipated that this total build out will occur within the next 10 to 20 years.



ISC BUILDING MATERIALS

COMING SOON

817.877.4433

Frank Jester - Todd H...



ISC BUILDING MATERIALS
40 Business Park Dr

ISC BUILDING MATERIALS





PUBLIC WORKS

To: Mayor and Town Council

From: Frank E. Jaromin, P.E., Director of Public Works

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – June 24, 2014

Agenda Item:

Consider and act upon authorizing the Town Manager to execute Change Order #1 to JLB Contracting, LLC, related to construction services for the Prosper Road Improvements Project 2014 - Rhea Mills Pavement Replacement.

Description of Agenda Item:

On April 8, 2014, Town Council awarded Bid No. 2014-37-B for the Prosper Road Improvements Project 2014 – Rhea Mills Pavement Replacement to JLB Contracting, LLC, in the amount of \$813,993.50. To take advantage of competitive pricing obtained with this bid, Town staff is recommending a change order to include additional concrete pavement replacement on First Street (Church Street – Craig Road).

Change Order #1 will replace the existing asphalt pavement on First Street from Church Street to Craig Road with 19 foot wide new concrete pavement, including incidental work on driveway and street intersections. The proposed change order will add 45 days to the substantial completion time of 120 calendar days, resulting in 165 calendar days total for both projects, or approximately 5 months.

During construction, traffic on First Street will be westbound only and be restricted to a one-way circulation pattern allowing the contractor to work on one half of the road at a time. Staff will coordinate closely with residents, the Post Office, trash services and public safety personnel to keep them informed of the construction activity.

Budget Impact:

The current construction contract amount is \$813,993.50. Change Order #1 is for \$167,980.75, resulting in a revised construction contract amount of \$981,974.25. The combined budget for the Rhea Mills project and First Street project is \$1,580,000. The revised combined budget will be \$1,000,000 which includes an \$18,025 contingency. The CIP will be amended as part of the FY2014-2015 Capital Improvement Plan update.

Legal Obligations and Review:

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

Attached Documents:

1. Change Order #1
2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute Change Order #1, in the amount of \$167,980.75, to JLB Contracting, LLC, related to the construction services for the Prosper Road Improvement Project 2014 - Rhea Mills Pavement Replacement project.

Proposed Motion:

I move to authorize the Town Manager to execute Change Order #1, in the amount of \$167,980.75, to JLB Contracting, LLC, related to the construction services for the Prosper Road Improvement Project 2014 - Rhea Mills Pavement Replacement.



Change Order No. 01

Project Name: Prosper Road Improvements Project 2014 - Rhea Mills
Contractor: JLB Contracting, LLC

Prj. No.: _____
Bid No.: 2014-37-B

Description of Change:

Reconstruct First Street from Church Street to Craig Road.

mod/ new	Item No.	Description	Unit	Quantity			Unit Cost	Cost Change
				Prev	Chg	New		
mod	1	6" Reinforced Concrete Pavement	SY	15,800	3,560	19,360	35.45	126,202.00
mod	2	Mix and Compact Subgrade	SY	17,380	3,960	21,340	7.25	28,710.00
mod	4	5" Driveway Concrete	SY	350	205	555	63.75	13,068.75

Cost Adjustment this Change: 167,980.75
 Time Adjustment this Change: 45

The compensation agreed upon in this Change Order is full, complete and final payment for all costs the Contractor may incur as a result of or relating to this change, whether said costs are known, unknown, foreseen or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged work as a result of this Change.

Original Contract Amount: _____ \$813,993.50
 Previous Change Orders: _____ \$0.00
 Current Change Order: _____ \$167,980.75
New Contract Amount: _____ \$981,974.25

Issued by
TOWN OF PROSPER

By _____
 Signature Date

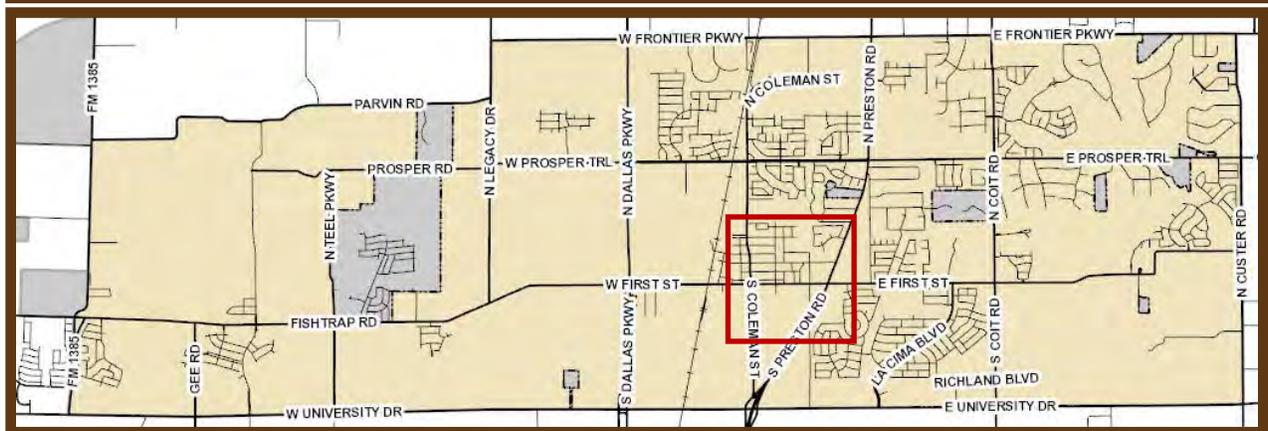
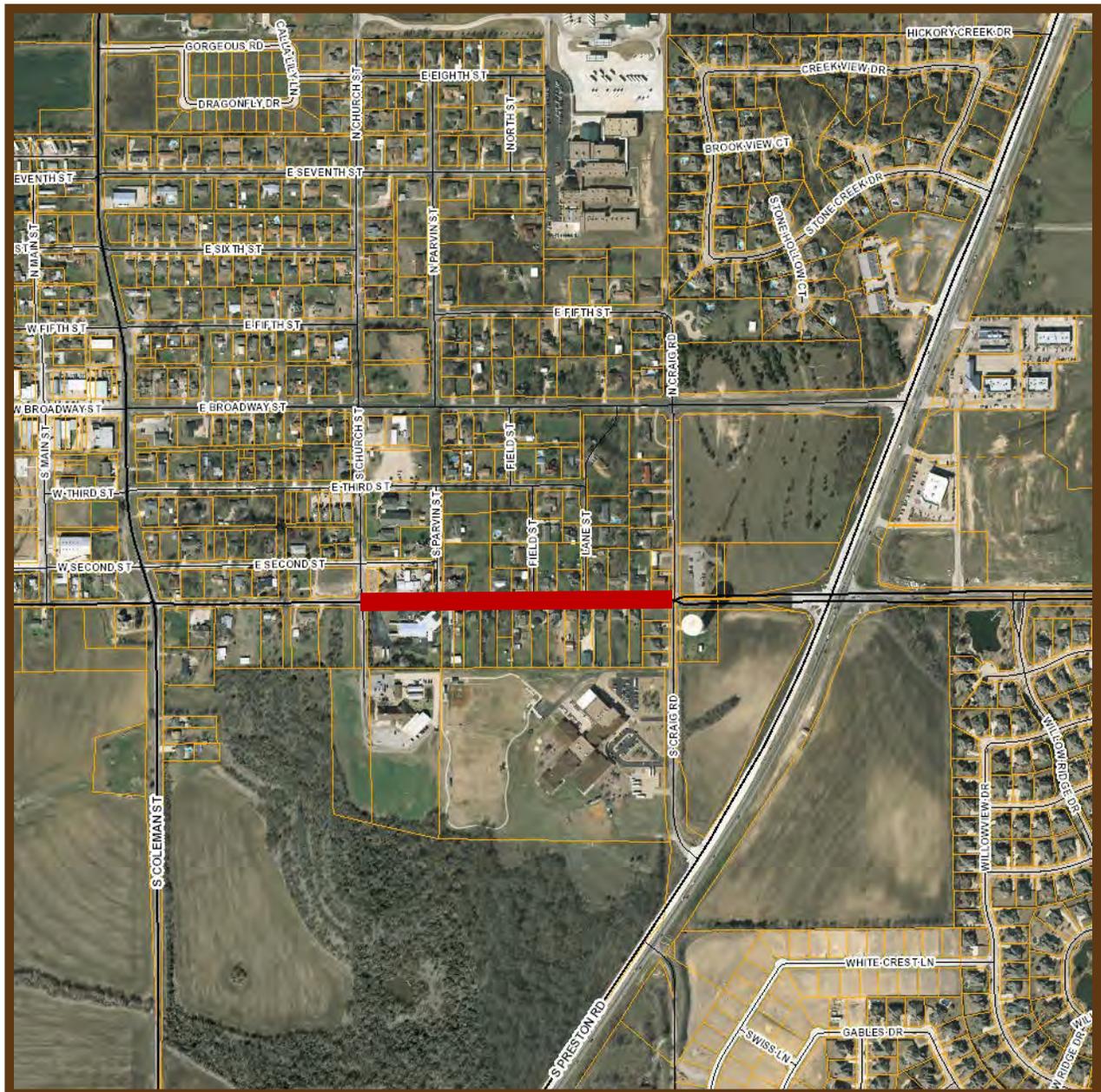
Original Contract Time: _____ 120 Cal. Days
 Previous Change Orders: _____ CD
 Current Change Order: _____ 45 CD
New Contract Time: _____ 165 CD

Accepted by
JLB CONTRACTING, LLC

By _____
 Signature Date



Bid No. 2014-37-B Prosper Road Improvements Project 2014 Change Order Number 1





ENGINEERING

To: Mayor and Town Council

From: Matt Richardson, P.E., Senior Engineer

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – June 24, 2014

Agenda Item:

Consider and act upon authorizing the Town Manager to execute an agreement between Wier & Associates, Inc., and the Town of Prosper, Texas, related to the design of the Downtown Enhancements project.

Description of Agenda Item:

This agreement is for engineering design services related to the reconstruction of existing sidewalks, modification to parking stalls, and construction of new street lighting, landscaping, and irrigation on Broadway between Coleman Street and Crockett Street. Research and survey, preliminary and final design, bid and construction phase services, and preparation of record drawings are included within the scope of services.

Broadway currently features discontinuous 10-foot sidewalks, 22-foot parking stalls, and 18-foot driving lanes on each side of the roadway. There is no landscaping on the corridor and limited street lighting at the intersections. This project is needed to improve the appearance of Prosper's downtown by creating an urban street environment similar to popular downtown areas in Denton and McKinney. It will support the Town's Strategic Goal of maintaining community character and will also support the goal of maximizing recreation and leisure opportunities by providing an improved setting for special events such as the Christmas festival and homecoming parade.

Post-project, Broadway will feature 20-foot sidewalks (10-foot at vacant tracts), 18-foot parking stalls, and 12-foot driving lanes on each side of the roadway. Decorative street lighting will be installed on both sides of the street at regular intervals and will include electrical outlets and banner arms. Tree wells with shade trees will be installed within the project limits. Planters will also be installed within the project limits and will feature small shrubs and flowering plants. All landscaping will be irrigated through a drip irrigation system. In addition to these improvements, staff has met with AT&T regarding the relocation of an overhead telephone line within the project limits.

The design of these improvements is anticipated to take approximately four months to complete. Construction is anticipated to begin in January 2015 and to be complete in June 2015.

A list of qualified firms to provide professional engineering and related services to the Town of Prosper was approved by Town Council on March 25, 2014. Wier & Associates, Inc., is one of six firms on that list qualified in the area of roadway design.

Budget Impact:

The total cost of this engineering contract is \$49,500. The proposed professional services budget is \$60,000 which includes a \$10,500 contingency. The current budget for this project is \$475,000. The proposed budget for this project is \$550,000. This additional funding will be proposed as a Decision Package in the FY2014-2015 budget.

Legal Obligations and Review:

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

Attached Documents:

1. Professional Services Agreement
2. Concept Plan
3. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute an agreement, in the amount of \$49,500, between Wier & Associates, Inc, and the Town of Prosper, Texas, related to the design of the Downtown Enhancements project.

Proposed Motion:

I move to authorize the Town Manager to execute an agreement, in the amount of \$49,500, between Wier & Associates, Inc., and the Town of Prosper, Texas, related to the design of the Downtown Enhancements project.

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND WIER & ASSOCIATES, INC.
FOR THE DOWNTOWN ENHANCEMENTS PROJECT (1412-ST)**

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

W I T N E S S E T H:

WHEREAS, Town desires to obtain professional engineering services in connection with the **Downtown Enhancements Project (1412-ST)**, hereinafter called "Project";

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in Exhibit A - Scope of Services and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of Forty Nine Thousand Five Hundred Dollars and No/100 Cents (\$49,500.00) for the Project as set forth and described in Exhibit B - Compensation Schedule and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

Consultant agrees to submit statements to Town for professional services no more than once per

month. These statements will be based upon Consultant's actual services performed and reimbursable expenses incurred, if any, and Town shall endeavor to make prompt payments. Each statement submitted by Consultant to Town shall be reasonably itemized to show the amount of work performed during that period. If Town fails to pay Consultant within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written notice to Town, suspend professional services until paid.

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

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

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

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

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

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

9. **Indemnification.** **CONSULTANT DOES HEREBY COVENANT AND AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND INVITEES FROM AND AGAINST LIABILITY, CLAIMS, SUITS, DEMANDS AND/OR CAUSES OF ACTION, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION), WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PROPERTY**

OR PERSONS BUT ONLY TO THE EXTENT OCCASIONED BY THE NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, INVITEES OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT.

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

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

Wier & Associates, Inc.
Ulys Lane III, PE, RPLS, CFM
Vice President
701 Highlander Blvd, Ste 300
Arlington, TX 76015

Town of Prosper
Harlan Jefferson
Town Manager
121 W. Broadway
PO Box 307
Prosper, TX 75078

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the _____ day of _____, 2014.

WIER & ASSOCIATES, INC.

TOWN OF PROSPER, TEXAS

By: _____
Signature

By: _____
Signature

Ulys Lane III
Printed Name

Harlan Jefferson
Printed Name

Principal, Vice President
Title

Town Manager
Title

Date

Date

**EXHIBIT A
SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND WIER & ASSOCIATES, INC.
FOR THE DOWNTOWN ENHANCEMENTS PROJECT (1412-ST)**

I. PROJECT DESCRIPTION

The Project includes engineering services related to reconstruction of existing sidewalks, modification of parking stalls, and construction of new street lighting, landscaping, and irrigation on West Broadway between Coleman Street and Crockett Street in Prosper, Texas. Research and survey, preliminary and final design, bid and construction phase services, and preparation of record drawings are included within this scope of services.

II. TASK SUMMARY

Task 1 - Research and Survey. Consultant shall compile a base map utilizing topographic survey and research collected by Consultant and available records, maps, and drawings provided by Town and reviewed by Consultant. The base map shall be overlaid with a conceptual layout based on the concept plan previously prepared by Town and included herein for reference.

The base map shall encompass the full length of West Broadway from a point 50' east of the centerline of Coleman Street to a point 50' west of the centerline of Crockett Street and the full width of West Broadway to the face of all adjoining buildings, on side streets for a distance 100' from centerline, and on undeveloped properties for a distance of 75' from centerline.

Pedestrian accessibility is paramount to the implementation of the Project. Generous survey measurements will be made to confirm vertically and horizontally all access routes to existing buildings and within the public right-of-way. Where exterior steps, porches, or foyers are present, extra care shall be taken to accurately measure all elements of the space up to and including the exterior elevation of the doorway.

Consultant shall identify existing underground utilities based on utility locate flagging/markings established by the utility operators or their designees through the one-call system and based on survey of surface features such as valves, pedestals, test stations, etc. Consultant shall survey existing overhead utilities within the project limits to the first pole beyond the project limits. Town shall coordinate with franchise utility operators regarding adjustments and relocations, if necessary.

Deliverables upon completion of this task shall include three (3) scalable 11x17 copies and one (1) PDF copy of the base map

Task 2 - Preliminary Design. Consultant shall prepare preliminary plans and a cost opinion for sidewalk, paving, drainage, street lighting, and landscaping improvements associated with the Project. If necessary, Consultant will schedule work meetings or transmit electronic exhibits to Town for informal review and coordination of complex design locations. Town will review the preliminary plans and cost opinion and provide comments to Consultant.

Pedestrian accessibility is paramount to the implementation of the Project. Consultant shall design all pedestrian features in accordance with ADA and TAS standards and with the latest draft of the Public Right-of-Way Accessibility Guidelines (PROWAG) published by the United States Access Board. Town will utilize a third-party Registered Accessibility Specialist (RAS) for technical consultation if necessary.

Town shall recommend landscape and street lighting materials and locations for inclusion in the preliminary plans. Consultant shall design irrigation and electrical systems serving all recommended landscaping and street lighting locations and the irrigation controller. Consultant shall prepare preliminary plans based on these recommendations and shall notify Town of any conflicts, obstructions, or other concerns with the recommended materials and locations.

Consultant shall determine electrical requirements and a recommended service location for the electrical system and provide specifications to Town. Town shall coordinate with the electric service provider regarding installation of a new electrical service location for the Project.

Deliverables for this task shall include three (3) scalable 11x17 copies and one (1) PDF copy of the preliminary plans; and one (1) hard copy and one (1) PDF copy of the cost opinion.

Task 3 - Final Design. Consultant shall prepare pre-final plans and a cost opinion for sidewalk, paving, drainage, street lighting, and landscaping improvements associated with the project based on comments received in the previous task. If necessary, Consultant will schedule work meetings or transmit electronic exhibits to Town for informal review and coordination of complex design location. Town will review the pre-final plans and cost opinion and provide comments to Consultant.

Town shall utilize a third-party RAS to review and register the Project in accordance with the Texas Architectural Barriers Act. Consultant shall promptly make corrections for any noted deficiencies in the plans.

Deliverables for this task shall include three (3) scalable 11x17 copies and one (1) PDF copy of the pre-final plans; one (1) hard copy and one (1) PDF copy of the pre-final bid documents; and one (1) hard copy and one (1) PDF copy of the cost opinion.

Task 4 - Bid Phase Services. Consultant shall complete the final plans and bid documents necessary to bid the project. Town's electronic procurement system shall be the primary method for distributing final plans and bid documents. Consultant shall make hard copies of final plans and bid documents available for inspection and purchase through their office or a third-party vendor. Consultant may charge a fee to potential bidders to recover the cost of reproduction of final plans and bid documents.

Town's Purchasing Manager shall be the primary contact for inquiries during the bidding period. Consultant shall assist Town with bidding and shall promptly answer questions raised by Town, potential bidders, and others. Consultant shall prepare bid tabulations following the bid opening, research contractor performance history, and provide a written award recommendation.

Deliverables prior to bidding for this task shall include three (3) scalable 11x17 copies and one (1) PDF copy of the final plans; one (1) hard copy and one (1) PDF copy of the final bid documents; and one (1) hard copy and one (1) PDF copy of the cost opinion.

Deliverables after bidding for this task shall include one (1) hard copy and one (1) MS Excel copy of the bid tabulations; and one (1) hard copy and one (1) PDF copy of the award recommendation.

Task 5 - Construction Phase Services. Consultant shall update the final plans and bid documents based on any clarifications and addenda issued during the bid phase and shall issue conformed bid documents and construction plans for use by Town and the Contractor. Consultant shall review and approve shop drawings and submittals for conformance with the specifications. Consultant shall, if requested, assist Town in reviewing any requests for information or clarification from the Contractor. Consultant shall, if requested, assist Town in reviewing any noted deficiencies in the work and developing corrective actions. Consultant shall, if requested, assist Town in reviewing any disputes between Town and the Contractor.

Town shall utilize a third-party RAS to inspect the project in accordance with the Texas Architectural Barriers Act. Consultant shall, if requested, assist Town in reviewing any noted deficiencies in the work and developing corrective actions.

Deliverables prior to construction for this task shall include four (4) hard copies and one (1) PDF copy of the conformed bid documents for execution; eight (8) scalable 11x17 copies, three (3) 22x34 copies, and one (1) PDF copy of the conformed construction plans for use by Town and Contractor; and one (1) DWG of the conformed construction plans base map with no XREF's or other linked documents.

Task 6 - Record Drawings. Upon completion of construction and receipt of redline drawings and other information provided by the Contractor and Town, Consultant shall prepare record drawings showing all change orders, field orders, and other adjustments made to the completed work. Town and Consultant agree that record drawings are prepared based on information provided by Town and the Contractor and that Consultant is not expected to field verify this information.

Deliverables upon completion of this task shall include one (1) 22x34 bond copy and one (1) 22x34 mylar copy of the complete record drawings; one (1) PDF copy of each individual sheet in the record drawings; and one (1) DWG of the record drawing base map with no XREF's or other linked documents.

III. DELIVERABLES

Task One - Research and Survey	Three (3) scalable 11x17 copies of base map One (1) PDF copy of base map
Task Two - Preliminary Design	Three (3) scalable 11x17 copies of preliminary plans One (1) PDF copy of preliminary plans One (1) hard copy of cost opinion One (1) PDF copy of cost opinion
Task Three - Final Design	Three (3) scalable 11x17 copies of pre-final plans One (1) PDF copy of pre-final plans One (1) hard copy of pre-final bid documents One (1) PDF copy of pre-final bid documents One (1) hard copy of cost opinion One (1) PDF copy of cost opinion
Task Four - Bid Phase Services	Three (3) scalable 11x17 copies of final plans One (1) PDF copy of final plans One (1) hard copy of final bid documents

One (1) PDF copy of final bid documents
One (1) hard copy of cost opinion
One (1) PDF copy of cost opinion
One (1) hard copy of the bid tabulations
One (1) MS Excel copy of the bid tabulations
One (1) hard copy of the award recommendation
One (1) PDF copy of the award recommendation

Task Five - Construction Phase Services

Four (4) hard copies of the conformed bid documents
One (1) PDF copy of the conformed bid documents
Eight (8) scalable 11x17 copies of the conformed plans
Three (3) 22x34 copies of the conformed plans
One (1) PDF copy of the conformed plans
One (1) DWG of the conformed plans base map

Task Six - Record Drawings

One (1) 22x34 bond copy of the record drawings
One (1) 22x34 mylar copy of the record drawings
One (1) PDF copy of each sheet of the record drawings
One (1) DWG of the record drawings base map

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND WIER & ASSOCIATES, INC.
FOR THE DOWNTOWN ENHANCEMENTS PROJECT (1412-ST)**

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	July 2014	
Task One - Research and Survey	July 2014	\$12,000
Task Two - Preliminary Design	September 2014	\$20,000
Task Three - Final Design	October 2014	\$12,000
Task Four - Bid Phase Services	December 2014	\$3,000
Task Five - Construction Phase Services	June 2015	\$1,500
Task Six - Record Drawings	July 2015	\$1,000
Total Compensation		\$49,500

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task One - Research and Survey	\$12,000
Task Two - Preliminary Design	\$20,000
Task Three - Final Design	\$12,000
Task Four - Bid Phase Services	\$3,000
Task Five - Construction Phase Services	\$1,500
Task Six - Record Drawings	\$1,000
Total Basic Services:	\$49,500

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

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

**EXHIBIT C
INSURANCE REQUIREMENTS**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND WIER & ASSOCIATES, INC.
FOR THE DOWNTOWN ENHANCEMENTS PROJECT (1412-ST)**

I. COMMON REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by Consultant. Consultant shall declare any deductible or self-insured retentions in excess of Ten Thousand Dollars (\$10,000) for approval by the Town.

Consultant shall maintain insurance policies with a company that maintains a financial strength rating of "A- VI" or greater by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

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

II. GENERAL LIABILITY INSURANCE

Consultant shall maintain a general liability insurance policy in an amount not less than One Million Dollars (\$1,000,000) for each occurrence, and Two Million Dollars (\$2,000,000) in the aggregate for third-party bodily injury, personal injury, and property damage. Policy will include coverage for premises/operations, broad form contractual liability, products and completed operations, personal injury, and broad form property damage.

Town, its officers, officials, employees and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of Consultant, products and completed operations of Consultant, premises owned, occupied or used by consultant. The coverage shall contain no special limitations on the scope of protection afforded to Town, its officers, officials, employees or volunteers.

Consultant's insurance coverage shall be primary insurance in respects to Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Town, its officers, officials, employees or volunteers shall be in excess of the provider's insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policy shall not affect coverage provided to Town, its officers, officials, employees or volunteers.

Consultant's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the insured's limits of liability.

III. AUTOMOBILE LIABILITY

Consultant shall maintain an automobile liability policy in an amount not less than Five Hundred Thousand Dollars (\$500,000) combined single limit. Automobile liability shall apply to all owned, hired, and non-owned autos that will be used under this Agreement.

III. PROFESSIONAL LIABILITY

Consultant shall maintain a professional liability (errors and omissions) insurance policy in an amount not less than One Million Dollars (\$1,000,000) for each claim, and Two Million Dollars (\$2,000,000) in the aggregate. A "claims made" policy is acceptable coverage which must be maintained during the course of the Project, and up to two (2) years after completion and acceptance of the Project by Town.

IV. WORKERS COMPENSATION

Consultant shall maintain all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. The insurer shall agree to waive all rights of subrogation against Town, its officers, officials, employees and volunteers for losses arising from work performed by Consultant for the Project.

V. OTHER INSURANCE REQUIREMENTS

Umbrella coverage or excess liability coverage ___ is / X is not required. If Project size and scope warrant, and if required by this section, Consultant shall maintain an umbrella coverage or excess liability coverage insurance policy in an amount of Two Million Dollars (\$2,000,000).

XCU coverage ___ is / X is not required. If Project scope warrants, and if required by this section, Consultant shall maintain XCU coverage not less than One Million Dollars (\$1,000,000) for each occurrence, and Two Million Dollars (\$2,000,000) in the aggregate.

**EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND WIER & ASSOCIATES, INC.
FOR THE DOWNTOWN ENHANCEMENTS PROJECT (1412-ST)**

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY	
	Date Received	
<p>1 Name of person who has a business relationship with local governmental entity.</p> 		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> 		
<p>4</p> <p align="center">_____ Signature of person doing business with the governmental entity</p> <p align="right">_____ Date</p>		

Adopted 06/29/2007





Downtown Enhancements

