



Prosper is a place where everyone matters.

AGENDA
Meeting of the Prosper Town Council
Prosper Municipal Chambers
108 W. Broadway, Prosper, Texas
Tuesday, September 9, 2014
6:00 p.m.

1. Call to Order/Roll Call.
2. Invocation, Pledge of Allegiance and Pledge to the Texas Flag.
3. Announcements of upcoming events.
4. Proclamations.
 - Presentation of a Proclamation to members of the Leukemia & Lymphoma Society declaring September 2014 as *Leukemia, Lymphoma & Myeloma Awareness Month*. **(RB)**

5. **CONSENT AGENDA:**

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

- 5a. Consider and act upon minutes from the following Town Council meetings. **(RB)**
 - Joint Meeting with the City of Celina – August 19, 2014
 - Regular Meeting – August 26, 2014
- 5b. Receive the July 2014 financial report. **(KA)**
- 5c. Consider and act upon adopting the FY 2014-2015 Prosper Economic Development Corporation budget. **(JW)**
- 5d. Consider and act upon authorizing the Town Manager to execute a Development Agreement between D.R. Horton – Texas, LTD, and the Town of Prosper, Texas, related to the channel improvements adjacent to the Hawk Ridge development. **(HW)**
- 5e. Consider and act upon awarding Bid No. 2014-59-B to Four Star Excavating, Inc., related to construction services for the Seventh Street Drainage Improvements project; and authorizing the Town Manager to execute a construction agreement for same. **(MR)**
- 5f. Consider and act upon an ordinance involuntarily annexing a 2.3± acre tract of land, located on the east side of Dallas Parkway, 500± feet south of First Street. (A14-0001). **(AG)**

5g. Consider and act upon an ordinance involuntarily annexing an 18.0± acre tract of land, located 800± feet south of Prosper Trail, 4,500± feet east of Coit Road. (A14-0002). **(AG)**

5h. Consider and act upon an ordinance rezoning 0.2± acre, located on the north side of Broadway Street, 550± feet east of Coleman Street, from Single Family-15 (SF-15) to Downtown Office (DTO). (Z14-0012). **(AG)**

6. CITIZEN COMMENTS:

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

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:

7. Conduct a Public Hearing to consider and discuss the FY 2014-2015 Budget, as proposed. **(KA)**

8. Conduct a Public Hearing to consider and discuss a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 11.07 percent. **(KA)**

9. Conduct a Public Hearing, and consider and act upon a request to rezone 60.9± acres, located 2,000± feet south of First Street, 3,000± feet west of Dallas Parkway, from Planned Development-47 (PD-47) to Planned Development-Single Family-10 (PD-SF-10). (Z14-0013). **(AG)**

DEPARTMENT ITEMS:

10. Consider and act upon an ordinance amending Section XIII "Parks and Recreation User Fees" of Appendix A "Fee Schedule" of the Town's Code of Ordinances by amending subsection (a) the field user fees. **(JS)**

11. 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:

11a. *Section 551.087 – To discuss and consider economic development incentives.*

11b. *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.*

11c. *Section 551.074 – To discuss appointments to the Planning & Zoning Commission, Parks & Recreation Board, Prosper Economic Development Corporation Board, Board of Adjustment/Construction Board of Appeals, and Library Board.*

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

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

- Speed Limit Ordinance **(MR)**
- Appointment process for Municipal Judge **(RB)**

14. Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 121 W. Broadway Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted on September 5, 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

Joint Meeting of the Prosper Town Council and the Celina City Council

Collin County Commissioners Court
Collin County Administration Building
2300 Bloomdale Road, Suite 4192

McKinney, TX 75071

Tuesday, August 19, 2014

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

The meeting was called to order at 6:00 p.m.

Prosper Town Council:

Mayor Ray Smith

Mayor Pro-Tem Meigs Miller

Deputy Mayor Pro-Tem Kenneth Dugger

Councilmember Michael Korbuly

Councilmember Mike Davis

Councilmember Curry Vogelsang, Jr.

Town of Prosper Staff:

Harlan Jefferson, Town Manager

Robyn Battle, Town Secretary

Hulon Webb, Executive Director of Development and Community Services

Matt Richardson, Senior Engineer

Celina City Council:

Mayor Sean Terry

Mayor Pro-Tem Carmen Roberts

Councilmember George Kendrick

Councilmember Wayne Nabors

Councilmember Vincent Ramos

Councilmember Lori Vaden

Councilmember Chad Anderson

City of Celina Staff:

Mike Foreman, City Manager

Vicki Faulkner, Town Secretary

Corbett Howard, Celina Economic Development Corporation Director

Helen-Eve Liebman, Director of Planning & Development Services

Gabe Johnson, City Engineer

Gary Hendricks, consultant with Birkhoff, Hendricks & Carter, LLP

Collin County Commissioner:

Commissioner Mark Reid

Collin County Staff:

Tracy Homfeld, Interim Director of Engineering

2. Background on Frontier Parkway (CR 5) from DNT to SH 289 Project to include project cost and available funding – Collin County Staff

Tracy Homfeld reviewed the history of the project, which has included versions for at-grade and grade-separated crossings at the railroad. She then presented the various funding options for each version, each of which lacks the required funding to be completed.

3. Presentation by City of Celina Staff

Gabe Johnson, City Engineer, Helen-Eve Liebman, Director of Planning and Development Services, and Gary Hendricks delivered the City of Celina's presentation regarding the development of Frontier Parkway, and the impact on County Road 51, which is a major entry point to the Light Farms development. The City of Celina is opposed to the grade-separated crossing at this time due to the impact on adjacent property owners, and the amount of right-of-way needed, which would decrease the amount of developable land near that intersection. The construction of a grade-separated crossing would affect commercial development in the area, and impact land that has already been platted.

3. Presentation by Town of Prosper Staff

Hulon Webb, Executive Director of Development and Community Services, delivered the Town of Prosper's presentation regarding the project. Mr. Webb provided some history of the communication and actions taken by the Town of Prosper, the City of Celina, and Collin County since 2007, and presented a conceptual bridge layout for a grade-separated crossing that would require less right-of-way acquisition. The Town of Prosper held a bond election in 2011 that included funding for the Frontier Parkway project. The Town of Prosper supports the construction of a grade-separated crossing on Frontier Parkway over the BNSF railroad. Frontier Parkway will likely become a major east/west thoroughfare in the area, and the grade-separated crossing will improve traffic access from Preston Road (SH 289) to the Dallas North Tollway, improve safety at the intersection, and increase access for emergency vehicles.

5. Warrant Study Presentation by the North Central Texas Council of Governments (NCTCOG)

Dan Lamers, an engineer with the NCTCOG discussed the warrant study performed to determine if a grade-separated crossing was necessary. He stated that a case could be made for both sides. NCTCOG's warrant analysis determined that the grade-separated crossing could be warranted now, but additional technical analysis and cost/benefit studies would be needed to reach that conclusion. Mr. Lamers did concur that Frontier Parkway needs to be widened, and that it will eventually be a key east/west facility. NCTCOG's recommendation is to widen the road now, monitor the situation for additional warrant studies as needed, design the project to accommodate the eventual construction of a grade separation, and work with the railroad and the NCTCOG to see if there might be safety funding available to minimize the blockage of the intersections.

6. Discussion

After continued discussion on funding options, all parties agreed that a grade-separated crossing will be needed at some point in the future, though the funding gap will still need to be addressed. Commissioner Reid and Ms. Homfeld stated that Commissioner Webb will not support County funding for the project until the Town and the City are in agreement.

Consensus was reached to widen Frontier Parkway to four lanes with an at-grade crossing after both the Town and the City acquire the right-of way for the entire project, including the grade-separated crossing that will be added at some point in the future. Both parties agreed to meet with adjacent property owners that would be affected by the right-of-way acquisition within the next few weeks, then meet again jointly within 45 days.

7. Adjourn

The meeting was adjourned at 7:59 p.m.

These minutes approved on the 9th day of September, 2014.

APPROVED:

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary



Prosper is a place where everyone matters.

MINUTES
Regular Meeting of the
Prosper Town Council
Prosper Municipal Chambers
108 W. Broadway, Prosper, Texas
Tuesday, August 26, 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.
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
Alex Glushko, Senior Planner
Paul Naughton, Landscape Architect
Bill Elliott, Building Official
Kent Austin, Finance Director
Trish Featherston, Accounting Manager
Baby Raley, Human Resources Director
Leslie Scott, Library Director
Sharon Alderton, Children's Librarian
Doug Kowalski, Police Chief
Gary McHone, Assistant Police Chief
Ronnie Tucker, Fire Chief

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

Jim Lugar of Life Journey Church 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:

The Parks & Recreation Department has added a new online portal for recreation programs. Residents may view, register, and pay for classes and other programs offered by the Town through this new online service.

Dove hunting season officially opens on September 1. The Town of Prosper has an ordinance that addresses the discharge of firearms within Town limits. The Prosper Police Department urges residents to check the Town website or contact the Police Department for hunting restrictions to help residents and hunters have a safe hunting season.

The Prosper Fire Department will host its third annual September 11 Remembrance Ceremony the morning of September 11 at 8:40 a.m. at the Fire Station. The public is invited to attend.

The annual Community Picnic will take place on Saturday, September 13, at Frontier Park from 5:00 p.m. to 8:00 p.m. The event includes free hot dogs and soft drinks until 6:00 p.m., bounce houses, games, music, and lots of fun activities for kids and families. "The Lego Movie" will begin at dusk.

The Town Council and staff would like to wish all of the Prosper ISD students, faculty, staff, Superintendent, and School Board a safe and successful school year.

4. Presentations.

- Update on Toyota Employee Relocation (RW)

Robert Winningham, Executive Director of the Prosper Economic Development Corporation (PEDC), presented this item before the Town Council. Toyota is relocating approximately 4,000 employees to the DFW area due to the construction of its new headquarters in Plano. Fifty-five groups of two hundred each are expected to tour the Dallas/Fort Worth area over the next several months in preparation of their relocation. The Prosper Chamber of Commerce is coordinating Prosper's efforts toward attracting potential residents, and the PEDC is supporting those efforts. Prosper and surrounding communities will have information booths for Toyota employees at the Westin Stonebriar in Frisco, every Thursday and Saturday through March of 2015. Mr. Winningham encouraged Town staff, the Town Council, and other interested parties to contact Kathleen Johnson at the Chamber of Commerce to volunteer to help with the information booth. A website, prosperwelcometoyota.com, has been created to provide information to Toyota employees.

5. CONSENT AGENDA:

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

Deputy Mayor Pro-Tem Dugger removed Items 5b and 5c from the Consent Agenda.

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

- Regular Meeting – August 12, 2014

5d. Consider and act upon Ordinance No. 14-57 amending Section 10.02.002 "Definitions" of Article 10.02 "Capital Improvements and Impact Fees" of Chapter 10 "Subdivision Regulation" of the Town's Code of Ordinances

by amending the definition of “New development” to exclude temporary modular buildings from the payment of roadway impact fees. (BE)

- 5e. Consider and act upon Resolution No. 14-58 authorizing the Town Manager to execute an application to the Texas Parks & Wildlife Small Community Park Grant for Cockrell Park. (PN)**

Mayor Pro-Tem Miller made a motion and Councilmember Dixon seconded the motion to approve Items 5a, 5d, and 5e on the Consent Agenda. The motion was approved by a vote of 7-0.

Mayor Smith announced that Item 5b would be postponed to the Regular Agenda.

- 5c. Consider and act upon Ordinance No. 14-56 rezoning 93.2± acres, located on the northwest corner of Prosper Trail and Coit Road, from Agricultural (A) and Single Family-15 (SF-15) to Planned Development-Single Family (PD-SF). (Z14-0008). (AG)**

Mayor Smith stated that he would abstain from voting on Item 5c due to a conflict of interest, and left the Council bench.

Mayor Pro-Tem Miller made a motion and Deputy Mayor Pro-Tem Dugger seconded the motion to approve Item 5c. The motion was approved by a vote of 6-0.

Mayor Smith returned to the Council bench.

6. CITIZEN COMMENTS:

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

Other Comments by the Public -

Irwin “Cap” Parry, 850 Kingsview Drive, Prosper, provided comments and suggestions regarding Prosper’s efforts in promoting the Town for the Toyota Employee Relocation. Deputy Mayor Pro-Tem Dugger responded to his questions and provided some additional information. Mr. Parry also encouraged the Council to consider the creation of a committee to study Downtown Historical Prosper and the feasibility of developing a Town Hall, Library, Senior Center, or Community Center in the Downtown area. Mr. Parry encouraged the Council to consider some of the ideas mentioned in an article in a recent Parade magazine regarding downtown revitalization efforts in other small towns.

Jack Dixon, 810 Long Valley Court, Prosper, spoke regarding the overgrown weeds and bamboo along Frontier Parkway to the Dallas North Tollway. He encouraged the Town to require the property owner to maintain the property.

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.)

- 5b. Consider and act upon whether to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any site plan or preliminary site plan. (AG)**

Mayor Smith recognized the following individual who requested to speak on this item:

Jack Dixon, 810 Long Valley Court, Prosper, expressed concerns regarding traffic control and increased traffic along Kirkwood Lane as a result of the construction of the Lakes of Prosper North Amenity Center. Hulon Webb, Executive Director of Development and Community Services, responded to Mr. Dixon's concerns and provided an additional detailed map showing the development of future roadways that would minimize additional traffic in the subdivision.

PUBLIC HEARINGS:

- 7. Conduct a Public Hearing to consider and discuss the FY 2014-2015 Budget, as proposed. (KA)**

Mayor Smith opened Items 7 and 8 concurrently.

Finance Director Kent Austin presented this item before the Town Council. Mr. Austin reviewed the budget process, the proposed operating budget for FY 2014-2015, as well as the discretionary and non-discretionary decision packages that have been proposed by the Town departments. Mr. Austin then discussed the Town's revenue funds, property values and the expected revenues from those valuations, and the Effective Tax Rate versus the Rollback Tax Rate. The Town's three long-term issues to consider will be employee compensation, facilities planning, and the implementation of a Vehicle and Equipment Replacement Fund (VERF).

Fire Chief Ronnie Tucker continued the presentation, discussing the needs of the Fire Department as it expands, and the budget requests that the Fire Department has included in the FY 2014-2015 budget to support the Town's future Fire Station.

After discussion, Mayor Smith opened the Public Hearing for the FY 2014-2015 budget, as proposed.

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

- 8. Conduct a Public Hearing to consider and discuss a proposal to increase total tax revenues from properties on the tax roll in the preceding year by 11.07 percent. (KA)**

Mayor Smith announced that this is the first of two public hearings to discuss the FY 2014-2015 proposed tax rate. The second Public Hearing will be held on September 9, 2014, at 6:00 p.m., at the Prosper Municipal Chambers located at 108 W. Broadway, Prosper, Texas.

The Town Council will vote on both the FY 2014-2015 Proposed Budget and the proposed tax rate at a meeting scheduled on September 23, 2014, at 6:00 p.m., located at the Town of Prosper Municipal Chambers at 108 W. Broadway, Prosper TX.

Once the Public Hearing is opened, the public is encouraged to express their views.

Mayor Smith opened the Public Hearing.

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

9. Conduct a Public Hearing, and consider and act upon a request to rezone 0.2± acres, located on the north side of Broadway Street, 550± feet east of Coleman Street, from Single Family-15 (SF-15) to Downtown Office (DTO). (Z14-0012). (AG)

Senior Planner Alex Glushko presented this item before the Town Council. The request is to rezone the property to Downtown Office for the purpose of opening a real estate office. The request conforms to the Future Land Use Plan. The Planning and Zoning Commission recommended approval of the request, and Town staff recommended approval as well. Mr. Glushko answered questions related to future improvement of alleys, and fencing requirements in the Town's Zoning Ordinance.

Mayor Smith opened the Public Hearing.

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

Deputy Mayor Pro-Tem Dugger made a motion and Councilmember Korbuly seconded the motion to approve a request to rezone 0.2± acres, located on the north side of Broadway Street, 550± feet east of Coleman Street, from Single Family-15 (SF-15) to Downtown Office (DTO). The motion was approved by a vote of 7-0.

DEPARTMENT ITEMS:

10. Library Services Department update. (LS)

Library Director Leslie Scott presented this item before the Town Council. She reviewed the library's accomplishments and activities since the beginning of the summer. The Library has significantly increased its programming over the summer, and participation in the Summer Reading program and other activities has far exceeded expectations. The Library has actively involved members of the community in its programming, and has worked diligently to promote programs and activities through improvements to the website, the addition of a dedicated Facebook page, and other promotional efforts. Ms. Scott provided a preview of the activities that are planned for the Fall, and ideas for future improvements. The Town Council

congratulated Ms. Scott and her staff on the success of the library over the past several months.

11. **Consider and act upon awarding Bid No. 2014-57-B to Jay Davis Company, Inc., dba JDC Construction, related to the construction services for the Southwest Corner Frontier Park Batting Cages; and authorizing the Town Manager to execute same. (PN)**

Landscape Architect Paul Naughton presented this item before the Town Council. The proposed contract would add four batting cages to the Southwest Corner of Frontier Park. The bid award does not include providing power outlets to the cages. Quotes for this service will be obtained separately to achieve more competitive pricing. Chuck Washburn, President of Prosper Little League addressed the Council, noting that the addition of the batting cages would have a significant positive impact on the Little League, and announced that nets for the batting cages will be donated by Prosper Little League. Mr. Naughton responded to questions from the Town Council regarding safety standards and accessibility to the batting cages by the public.

After discussion, Councilmember Korbuly made a motion and Deputy Mayor Pro-Tem Dugger seconded the motion to approve the award of Bid No. 2014-57-B to Jay Davis Company, Inc., dba JDC Construction, related to the construction services for the Southwest Corner Frontier Park Batting Cages, in the amount of \$83,000; and authorizing the Town Manager to execute same. The motion was approved by a vote of 6-1.

12. **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:

- 12a. ***Section 551.087 – To discuss and consider economic development incentives.***
- 12b. ***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.***
- 12c. ***Section 551.074 – To discuss appointments to the Planning & Zoning Commission, Parks & Recreation Board, Prosper Economic Development Corporation Board, Board of Adjustment/Construction Board of Appeals, and Library Board.***

The Town Council recessed into Executive Session at 8:09 p.m.

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

The Town Council reconvened the Regular Session at 9:33 p.m.

The following action was taken as a result of Executive Session:

Deputy Mayor Pro-Tem Dugger made a motion and Councilmember Vogelsang seconded the motion to authorize the Town Manager to execute a Real Estate Purchase and Sale Agreement for 18.639± acres. The motion was approved by a vote of 7-0.

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

- Hawk Ridge Channel Improvements **(HW)**

Hulon Webb, Executive Director of Development and Community Services, presented this item before the Town Council. Town staff will bring forward items on a future Town Council agenda to address drainage improvements at the corner of Church Street and Seventh Street, and also in the Hawk Ridge subdivision.

Councilmember Korbuly requested the Town staff perform a traffic study to determine the need for a four-way stop at the intersection of Kiowa Drive and Shadow Hill Drive.

Councilmember Korbuly also asked for an update at a future meeting on the progress and timeline for the scheduled improvements at the Southwest Corner of Frontier Park.

Town Manager Harlan Jefferson announced that Town staff is preparing an amendment to the Zoning Ordinance related to the deadline for property owners to submit a zoning protest.

Mayor Smith recognized Assistance Fire Chief Stuart Blasingame for a letter the Mayor received from a local realtor commending Assistant Chief Blasingame for the positive impression he gave to a prospective resident during a recent encounter. The Mayor and Town Council expressed appreciation to Assistant Chief Blasingame for representing the Town in such a positive way.

15. Adjourn.

The meeting was adjourned at 9:43 p.m.

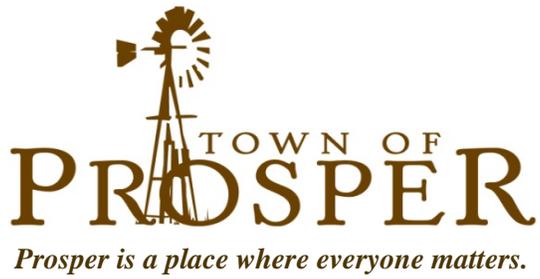
These minutes approved on the 9th day of September, 2014.

APPROVED:

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary



MONTHLY FINANCIAL REPORT JULY 2014

Prepared by
Finance Department

August 21, 2014

TOWN OF PROSPER, TEXAS

MONTHLY FINANCIAL REPORT

JULY 2014

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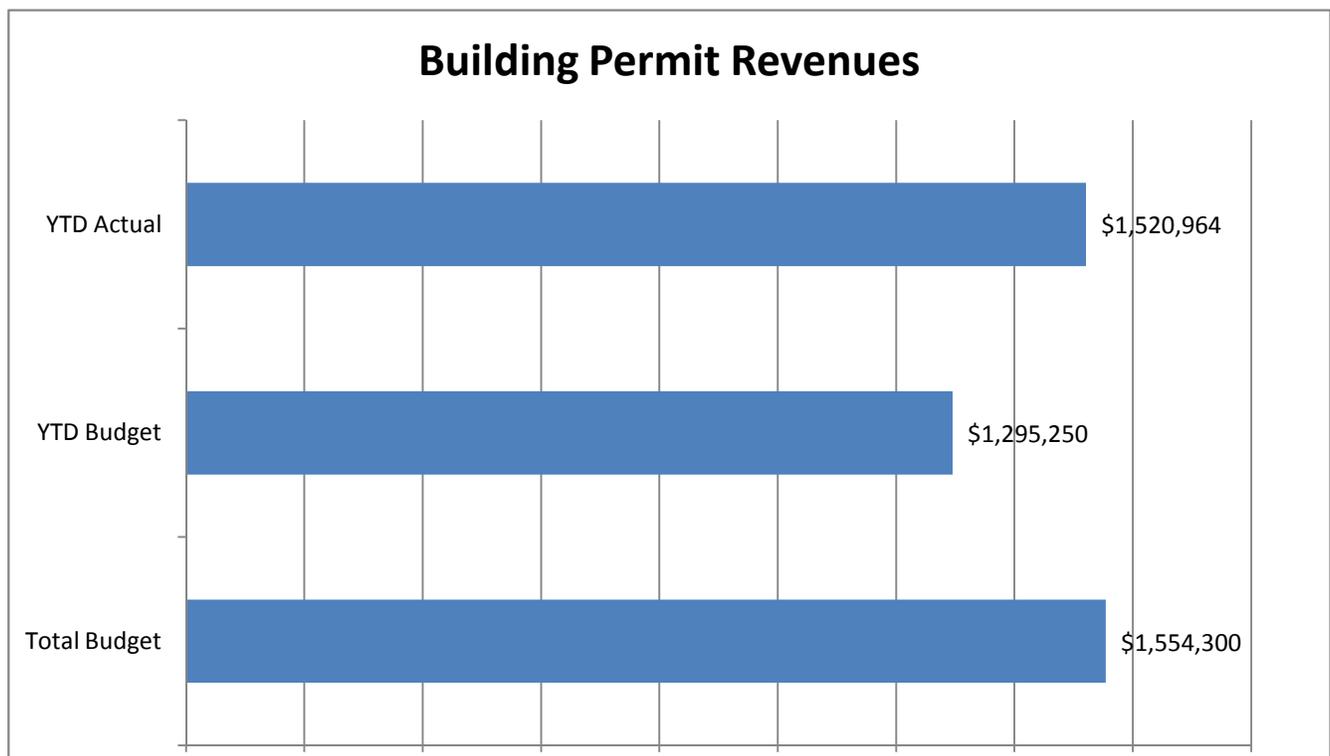
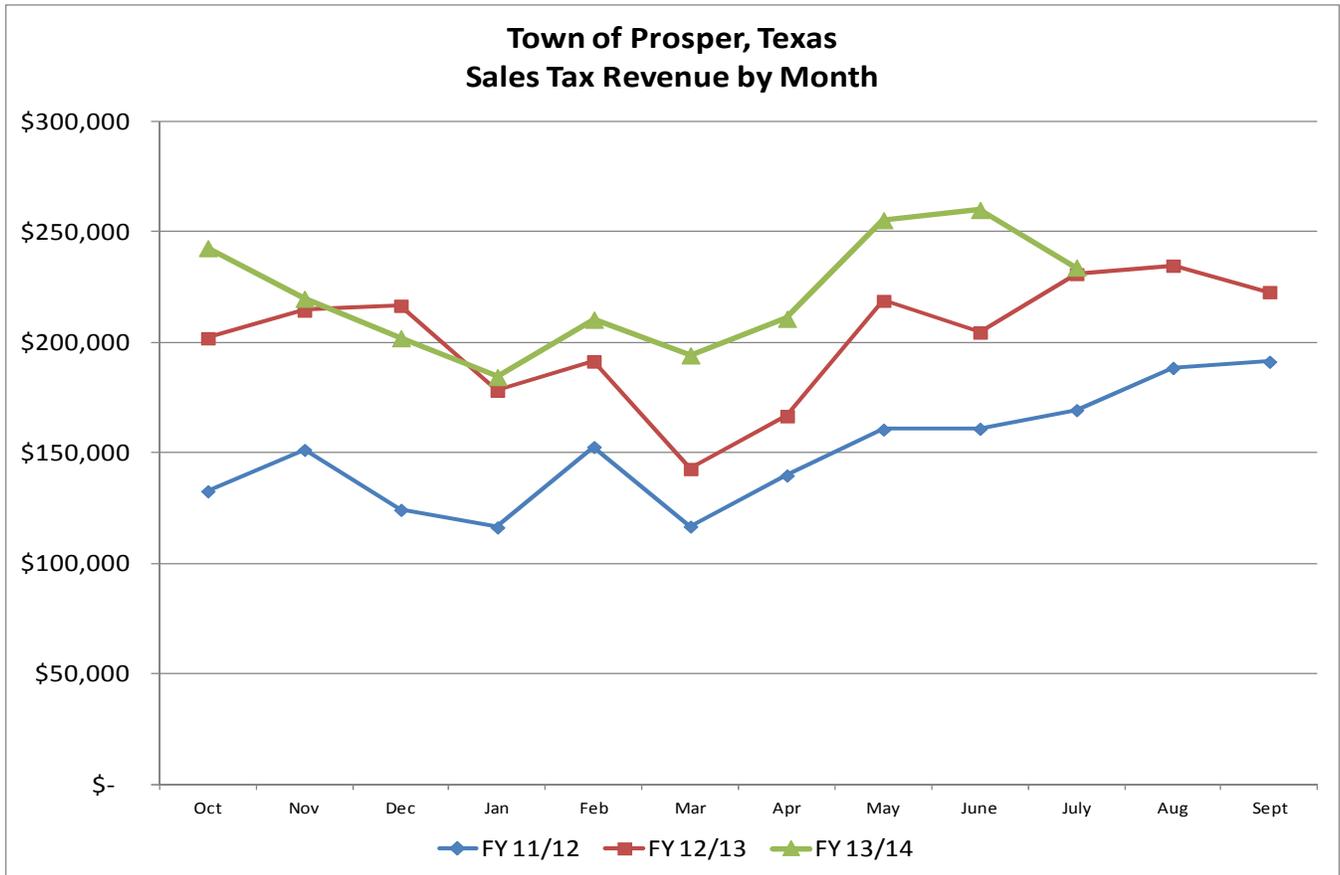
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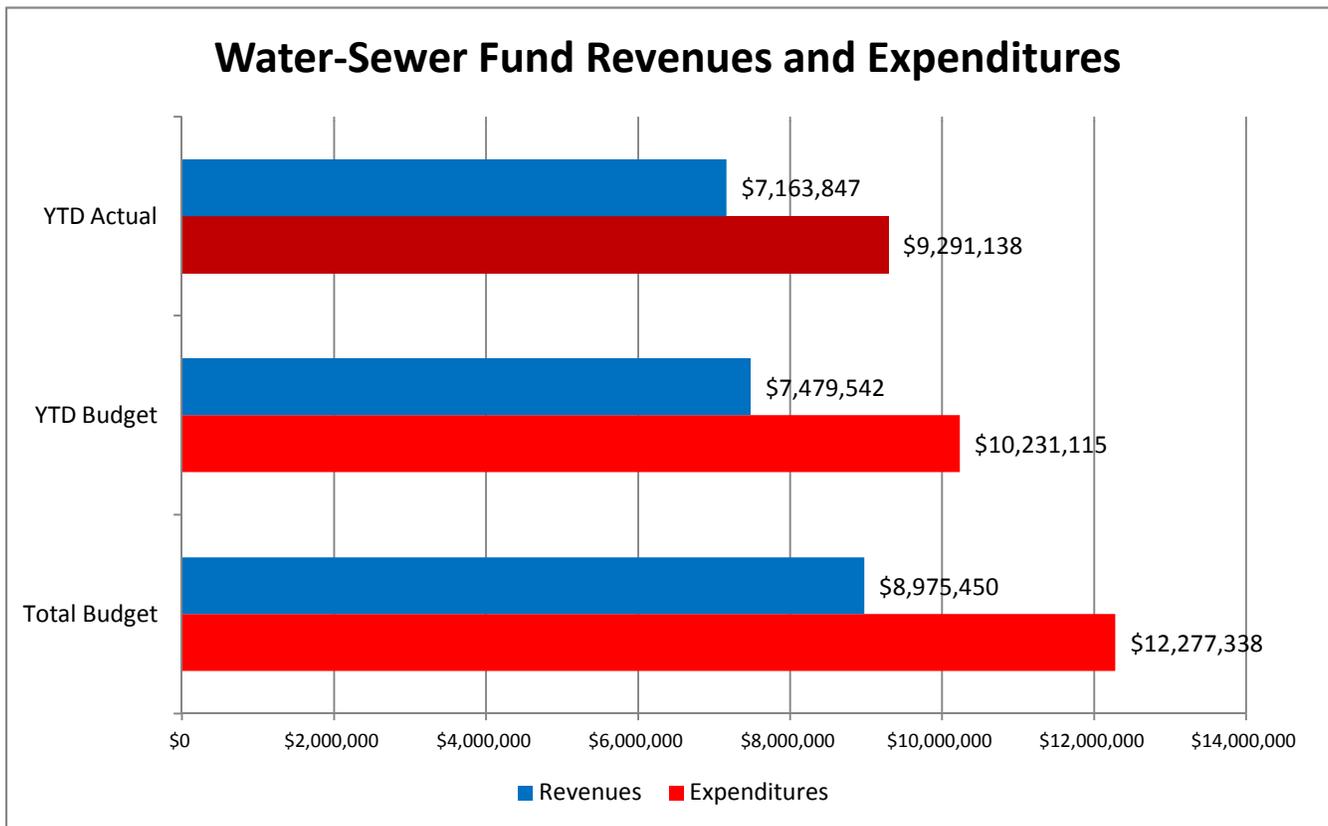
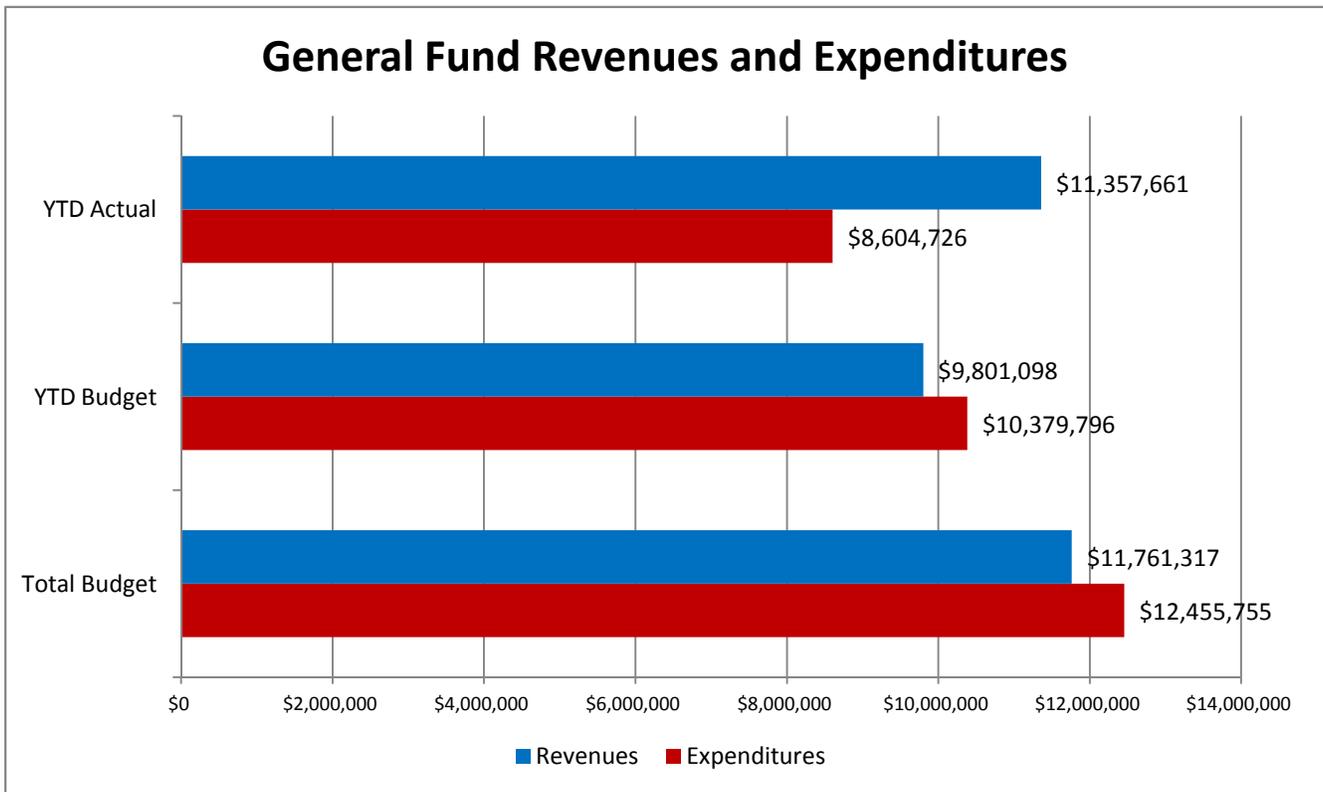
Legend

"Compare to" refers to percentage of fiscal year completed-e.g., 83.33% = 10/12, or July.

Parentheses around a number indicate credit amount or gain-e.g., Sales Taxes (2,214,150)

Red, yellow, and green traffic lights indicate status of number compared to percentage of fiscal year completed-e.g., Sales Taxes  81.03





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

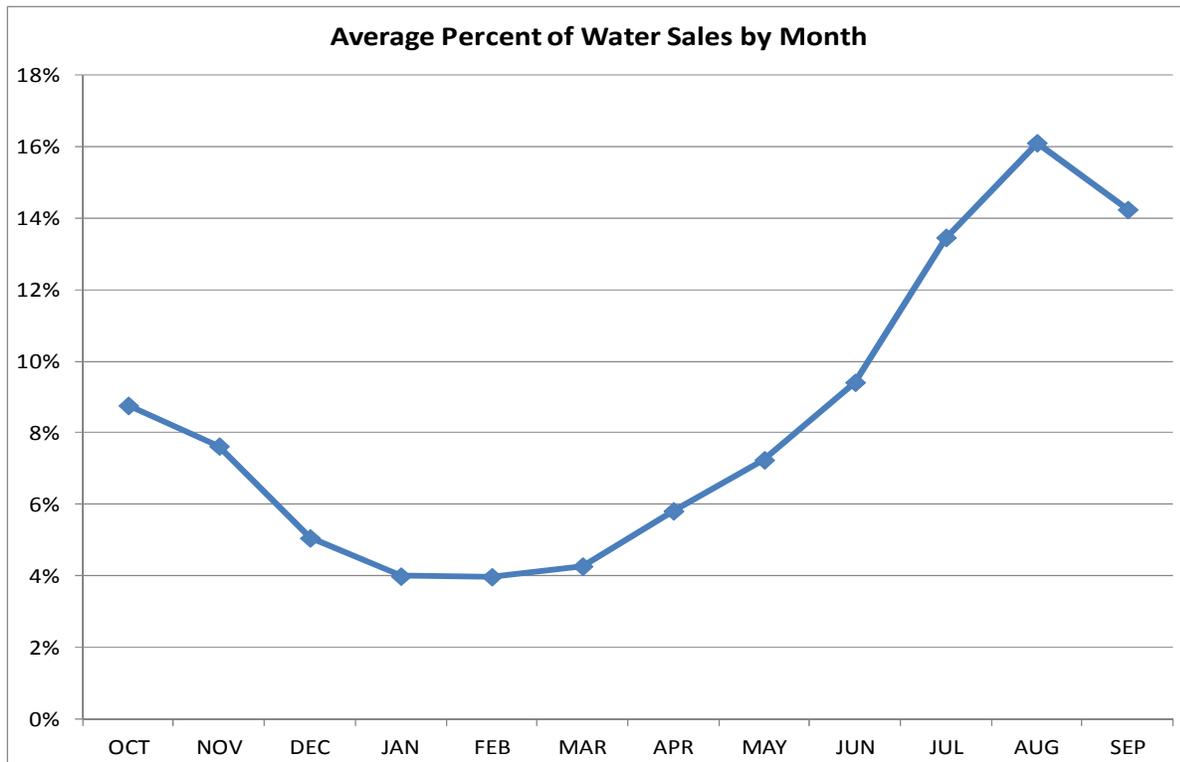
	Current Year Amended Budget	Current YTD Actual	Current Month Actual	83.33% Percent YTD %
GENERAL FUND				
Property Taxes -Current	(5,176,475)	(5,126,111)	(29,371) ●	99.03
Sales Taxes	(2,732,400)	(2,214,150)	(233,973) ●	81.03
Franchise Fees	(473,000)	(485,919)	(38,038) ●	102.73
Building Permits	(1,554,300)	(1,520,964)	(240,162) ●	97.86
Fines	(215,000)	(227,729)	(29,419) ●	105.92
Other	(1,610,142)	(1,782,788)	(310,500) ●	110.72
Total Revenues	(11,761,317)	(11,357,661)	(881,463) ●	96.57
10 Administration	1,844,468	1,560,644	116,231 ●	84.61
20 Police	1,834,258	1,388,112	112,370 ●	75.68
25 Dispatch Department	644,690	481,902	38,522 ●	74.75
30 Fire/EMS	2,566,238	1,951,128	168,133 ●	76.03
35 Fire Marshall	123,595	96,519	8,890 ●	78.09
40 Streets	1,367,305	403,272	86,002 ●	29.49
45 Public Library	115,336	75,143	8,383 ●	65.15
60 Parks and Recreation	1,778,550	1,097,517	118,084 ●	61.71
70 Municipal Court	237,728	196,088	13,079 ●	82.48
80 Inspections	796,782	536,729	66,020 ●	67.36
85 Code Enforcement	164,151	128,323	21,701 ●	78.17
90 Planning	495,505	318,483	29,315 ●	64.27
98 Engineering	487,149	370,865	37,038 ●	76.13
Total Expenses	12,455,755	8,604,726	823,768 ●	69.08
(Gain)/Loss	694,438	(2,752,936)	(57,696)	

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

	Current Year Amended Budget	Current YTD Actual	Current Month Actual	83.33% Percent YTD %
WATER-SEWER FUND				
[1] Water revenues	(5,671,600)	(4,094,443)	(602,983) ●	72.19
Sewer revenues	(2,397,850)	(2,212,146)	(234,544) ●	92.26
Sanitation revenues	(906,000)	(857,258)	(88,223) ●	94.62
Total Revenues	(8,975,450)	(7,163,847)	(925,750) ●	79.82
50 Water	6,436,590	4,061,363	277,997 ●	63.10
[2] 55 Sewer	4,868,706	4,406,739	122,250 ●	90.51
57 Utility Billing	972,042	823,036	87,892 ●	84.67
Total Expenses	12,277,338	9,291,138	488,140 ●	75.68
(Gain)/Loss	3,301,888	2,127,291	(437,610)	

[1] Water revenue is cyclical and typically lags budget at this time of year, as shown in the chart below. Water revenue as of July 2013 totaled \$4,169,766. 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
JULY 2014
COMPARE TO:

83.33%

	Current Year Amended Budget	Current YTD Actual	Current Month Actual		Percent YTD %
INTEREST & SINKING FUND					
Property Taxes -Delinquent	(30,000)	(73,814)	(94)	●	246.05
Property Taxes -Current	(2,763,240)	(3,045,719)	(17,451)	●	110.22
Taxes -Penalties	(18,000)	(24,908)	(593)	●	138.38
[1] Proceeds from Bond Issuance	-	(6,175,000)	-	●	-
[1] Proceeds from Bond Premium	-	(764,610)	-	●	-
Interest Income	(12,000)	(15,558)	(1,588)	●	129.65
Total Revenues	(2,823,240)	(10,099,610)	(19,726)	●	357.73
[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)	(897,389)	(19,726)		

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
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 COMPARE TO:

83.33%

	Current Year <u>Amended Budget</u>	Current YTD <u>Actual</u>	Current Month <u>Actual</u>		<u>Percent YTD %</u>
INTERNAL SERVICE FUND--MEDICAL EXPENSE REIMBURSEMENT PROGRAM					
Charges for Services	(30,000)	(24,480)	(2,520)	●	81.60
Interest Income	(500)	(473)	(43)	●	94.62
[1] Transfer In	(19,160)	(1,800)	(180)	●	9.39
Total Revenue	(49,660)	(26,753)	(2,743)	●	53.87
MERP H & D Expense - GF	49,000	23,589	-	●	48.14
Total Expenses	49,000	23,589	-	●	48.14
(Gain)/Loss	(660)	(3,164)	(2,743)		

NOTES:

- [1] For budget reasons, General Fund transfers to the Internal Service Fund (ISF) were reversed and returned to the General Fund. The ISF was able to absorb this change by using its existing fund balance, which as of 7/31/2014 totaled \$95,124.

TOWN OF PROSPER, TEXAS
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	Current Year Amended Budget	Current YTD Actual	Current Month Actual		Percent YTD %
STORM DRAINAGE UTILITY FUND					
Storm Drainage Utility Fee	(228,800)	(204,713)	(21,276)	●	89.47
Interest Storm Utility	(1,600)	(1,801)	(347)	●	112.59
Total Revenue	(230,400)	(206,514)	(21,623)	●	89.63
Personnel Expenses	42,649	34,281	3,022	●	80.38
[1] Program Expenses	351,351	84,698	12,930	●	24.11
Total Expenses	394,000	118,978	15,952	●	30.20
(Gain)/Loss	163,600	(87,536)	(5,671)		

NOTE:

- [1] Program Expenses budget includes \$106,918 debt service payment for share of 2012 Certificates of Obligation; this amount will be expended with the scheduled 8/15/2014 debt service payments.

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
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COMPARE TO:

83.33%

	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)	(606,796)	(369,796)	●	303.40
Contributions	-	(17,500)	-	●	-
Interest-Park Dedication	(1,200)	(1,652)	(148)	●	137.67
Interest-Park Improvements	(350)	(644)	(104)	●	183.98
Total Revenue	(301,550)	(793,270)	(370,048)	●	263.06
[1] Miscellaneous Expense	-	42,509	-	●	-
Professional Services-Pk Ded	-	58,922	3,092	●	-
Professional Services-Pk Imp	24,375	22,044	-	●	90.44
Capital Exp-Pk Improvements	30,000	8,500	-	●	28.33
Capital Exp-Pk Dedication	645,625	700	700	●	-
Total Expenses	700,000	132,675	3,792	●	18.95
(Gain)/Loss	398,450	(660,595)	(366,256)		

- [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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	Current Year Amended Budget	Current YTD Actual	Current Month Actual		Percent YTD %
IMPACT FEES FUND					
Impact Fees -Water	(800,000)	(1,289,462)	(209,593)	●	161.18
Impact Fees -Sewer	(700,000)	(343,678)	(52,554)	●	49.10
Thoroughfare Impact Fees	(1,100,000)	(1,117,621)	(149,114)	●	101.60
West Thorfare Imp. Fees Rev		(250,392)	(78,267)	●	-
Interest-Water Impact Fee	(4,000)	(3,834)	(415)	●	95.85
Interest-Sewer Impact Fee	(4,000)	(1,776)	(195)	●	44.41
Interest-Thorfare Imp Fee	(12,000)	(3,637)	(406)	●	30.31
Interest-West Thorfare imp fee		(1,319)	(143)	●	-
Total Revenue	(2,620,000)	(3,011,719)	(490,687)	●	114.95
[1] Professional Serv-Water Imp Fee	1,220,000	99,024	2,314	●	8.12
Professional Serv-Sewer Imp Fee	255,000	6,532	978	●	2.56
Professional Serv-Thorfare Imp Fee	60,000	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	864,021	3,292	●	47.09
(Gain)/Loss	(785,000)	(2,147,699)	(487,395)		

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 current YTD includes reimbursements for Lakes of La Cima project per agreement with the developer for the construction of La Cima Boulevard.

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
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83.33%

	Current Year Amended Budget	Current YTD Actual	Current Month Actual		Percent YTD %
SPECIAL REVENUE FUND					
Police Donation Inc	(16,000)	(13,817)	(757)	●	86.36
Fire Dept-Donation Inc	(12,000)	(8,998)	(771)	●	74.98
Safety Fair Donations	(2,000)	-	-	●	0.00
Child Safety Inc	(9,000)	(8,757)	-	●	97.30
Court Security Revenue	(2,900)	(4,484)	(537)	●	154.62
Technology Fd Revenue	(4,000)	(5,969)	(716)	●	149.21
Special Revenue - Other	-	(1,551)	-	●	0.00
Interest Income	-	(3,460)	(317)	●	0.00
Country Xmas Donations	(10,000)	(17,951)	-	●	179.51
Tree Mitigation Revenue	-	(14,175)	-	●	0.00
Escrow Income	-	(142,623)	(70,180)	●	0.00
Cash Seizure Forfeit-PD	(500)	(3,250)	-	●	650.00
Total Revenue	(56,400)	(225,034)	(73,278)	●	399.00
Special Revenue Expense - Other	-	40	-	●	0.00
Country Xmas Expense	10,000	10,001	-	●	100.01
[2] Court Technology Expense	12,200	15,310	(3)	●	125.49
Court Security Expense	2,500	680	68	●	27.20
Police Donation Exp	8,000	4,000	-	●	50.00
Fire Dept Donation Exp	8,000	4,176	85	●	52.20
Health & Safety Fair Exp	1,500	-	-	●	0.00
Child Safety Expense	1,000	617	-	●	61.70
[1] Escrow Expense	15,500	182,024	-	●	1,174.35
Volunteer Per Diem Expense	-	520	-	●	0.00
Special Operations	500	-	-	●	0.00
PD Seizure Expense	-	200	-	●	0.00
Total Expenses	59,200	217,569	150	●	367.52
(Gain)/Loss	2,800	(7,464)	(73,128)		

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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 COMPARE TO:

83.33%

	Current Year <u>Amended Budget</u>	Current YTD <u>Actual</u>	Current Month <u>Actual</u>	Percent YTD <u>%</u>
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
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83.33%

	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)	(1,679)	(171)	167.89
Interest-2006 Bond	(1,000)	(245)	(23)	24.53
Interest 2008 Bond	(1,000)	(12,788)	(1,152)	1,278.78
Interest-2011 Refd Bond	(70)	-	-	-
Interest 2012 GO Bond	(5,000)	(9,013)	(912)	180.26
[3] Bond Proceeds	(1,965,000)	(1,000,000)	-	50.89
Total Revenues	(1,973,070)	(1,128,725)	(2,258)	57.21
Personnel Expenses	117,242	89,685	8,783	76.50
Building Supplies	-	42	-	-
Professional Serv-2006 Bond	-	15,374	-	-
Professional Services	-	35,290	-	-
Professional Services 1205-ST	-	183	-	-
Professional Services 1207-ST	-	175	-	-
Professional Services 1304-PK	-	167	-	-
Professional Services 1401-FC	-	25,200	25,200	-
Professional Services 1402-FC	-	1,200	1,200	-
Professional Services 1405-FC	-	41,625	27,905	-
Professional Services 1411-TR	-	6,420	6,420	-
Telephone Expense	-	853	114	-
Mileage Expense	-	2,672	-	-
Capital Expenditures-2006 Bond	-	3,411	-	-
[2] Capital Expenditure 2008 Bond	-	2,309,251	83,793	-
Capital Expenditure - WS Prjts	-	1,100	-	-
Construction	4,662,758	-	-	-
Construction 1205-ST	-	265,766	265,766	-
Construction 1304-PK	-	108,712	108,712	-
Construction 1404-PK	-	384,930	384,930	-
Construction 1407-ST	-	19,532	-	-
Capital Program Expenses	4,662,758	3,221,902	904,039	69.10
Total Expenditures	4,780,000	3,311,587	912,822	69.28
(Gain)/Loss	2,806,930	2,182,862	910,564	

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 YTD 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
 JULY 2014
 COMPARE TO:

83.33%

	Current Year <u>Amended Budget</u>	Current YTD <u>Actual</u>	Current Month <u>Actual</u>		Percent YTD <u>%</u>
CAPITAL PROJECTS--WATER/SEWER					
Interest Income	(50,000)	(30,553)	(3,045)	●	61.11
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)	(15,600,553)	(3,045)	●	93.87
[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	-	3,145,048	864,719	●	-
Total Expenses	16,570,000	18,888,877	864,719	●	113.99
(Gain)/Loss	(50,000)	3,288,323	861,674		

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	Current Year	Current Year	Current YTD	Current Month	Percent YTD %	Current Remaining
		<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>		<u>Budget</u>
10-4035-10-00	3% Construction Fee	(75,000.00)		(75,000.00)	(248,204.98)	(154,875.19)	330.94	173,204.98
10-4060-10-00	NSF Fees	(50.00)		(50.00)			-	(50.00)
10-4061-10-00	Notary Fees	(150.00)		(150.00)	(231.00)	(37.00)	154.00	81.00
10-4105-10-00	Property Taxes -Delinquent	(45,000.00)		(45,000.00)	(113,115.90)	(146.18)	251.37	68,115.90
10-4110-10-00	Property Taxes -Current	(5,176,475.00)		(5,176,475.00)	(5,126,111.48)	(29,371.03)	99.03	(50,363.52)
10-4115-10-00	Taxes -Penalties	(20,000.00)		(20,000.00)	(41,524.98)	(1,623.18)	207.63	21,524.98
10-4120-10-00	Sales Taxes	(2,732,400.00)		(2,732,400.00)	(2,214,149.71)	(233,972.80)	81.03	(518,250.29)
10-4130-10-00	Sales Tax-Mixed Beverage	(4,500.00)		(4,500.00)	(7,992.11)	(3,853.89)	177.60	3,492.11
10-4140-10-00	Franchise Taxes - Electric	(270,000.00)		(270,000.00)	(301,873.97)	(36,027.70)	111.81	31,873.97
10-4150-10-00	Franchise Taxes - Telephone	(100,000.00)		(100,000.00)	(99,075.00)	(114.36)	99.08	(925.00)
10-4160-10-00	Franchise Taxes - Gas	(80,000.00)		(80,000.00)	(65,465.20)		81.83	(14,534.80)
10-4170-10-00	Franchise Taxes - Road Usage	(3,500.00)		(3,500.00)	(4,261.16)	(1,896.43)	121.75	761.16
10-4190-10-00	Franchise Fee-Cable	(19,500.00)		(19,500.00)	(15,243.36)		78.17	(4,256.64)
10-4200-10-00	T-Mobile Fees	(20,700.00)		(20,700.00)	(18,562.24)		89.67	(2,137.76)
10-4201-10-00	Tierone Converged Network	(30,000.00)		(30,000.00)	(15,000.00)	(1,500.00)	50.00	(15,000.00)
10-4202-10-00	NTTA Tag Sales	(150.00)		(150.00)	(150.00)	(50.00)	100.00	
10-4205-10-00	Internet America	(18,000.00)		(18,000.00)	(15,000.00)	(1,500.00)	83.33	(3,000.00)
10-4218-10-00	Administrative Fees-EDC	(2,400.00)		(2,400.00)	(2,000.00)	(200.00)	83.33	(400.00)
10-4230-10-00	Other Permits				(30.00)		-	30.00
10-4610-10-00	Interest Income	(60,000.00)		(60,000.00)	(36,125.29)	(2,252.47)	60.21	(23,874.71)
10-4910-10-00	Other Revenue	(20,000.00)		(20,000.00)	(30,194.66)	(1.00)	150.97	10,194.66
10-4995-10-00	Transfer In	(801,700.00)		(801,700.00)	(668,083.30)	(66,808.33)	83.33	(133,616.70)
	Subtotal object - 0	(9,479,525.00)		(9,479,525.00)	(9,022,394.34)	(534,229.56)	95.18	(457,130.66)
Program number:		(9,479,525.00)		(9,479,525.00)	(9,022,394.34)	(534,229.56)	95.18	(457,130.66)
Department number: 10	Administration	(9,479,525.00)		(9,479,525.00)	(9,022,394.34)	(534,229.56)	95.18	(457,130.66)
10-4230-20-00	Other Permits				(525.00)	(125.00)	-	525.00
10-4440-20-00	Accident Reports	(1,500.00)		(1,500.00)	(534.00)	(90.00)	35.60	(966.00)
10-4450-20-00	Alarm Fee	(39,000.00)		(39,000.00)	(27,772.00)	(3,264.00)	71.21	(11,228.00)
10-4910-20-00	Other Revenue				(1,394.28)	(95.00)	-	1,394.28
	Subtotal object - 0	(40,500.00)		(40,500.00)	(30,225.28)	(3,574.00)	74.63	(10,274.72)
Program number:		(40,500.00)		(40,500.00)	(30,225.28)	(3,574.00)	74.63	(10,274.72)
Department number: 20	Police	(40,500.00)		(40,500.00)	(30,225.28)	(3,574.00)	74.63	(10,274.72)
10-4030-30-00	Miscellaneous				(1,079.00)	(1,079.00)	-	1,079.00
10-4310-30-00	Charges for Services	(177,000.00)		(177,000.00)	(134,308.94)	1,113.50	75.88	(42,691.06)
10-4411-30-00	CC FIRE ASSOC				(804.22)		-	804.22
10-4510-30-00	Grants				(8,911.37)		-	8,911.37
10-4910-30-00	Other Revenue				(404.77)		-	404.77
	Subtotal object - 0	(177,000.00)		(177,000.00)	(145,508.30)	34.50	82.21	(31,491.70)
Program number:		(177,000.00)		(177,000.00)	(145,508.30)	34.50	82.21	(31,491.70)
Department number: 30	Fire/EMS	(177,000.00)		(177,000.00)	(145,508.30)	34.50	82.21	(31,491.70)
10-4315-35-00	Fire Review/Inspect Fees	(11,000.00)		(11,000.00)	(9,175.00)	(275.00)	83.41	(1,825.00)
	Subtotal object - 0	(11,000.00)		(11,000.00)	(9,175.00)	(275.00)	83.41	(1,825.00)
Program number:		(11,000.00)		(11,000.00)	(9,175.00)	(275.00)	83.41	(1,825.00)
Department number: 35	Fire Marshall	(11,000.00)		(11,000.00)	(9,175.00)	(275.00)	83.41	(1,825.00)
10-4910-40-00	Other Revenue				(19,260.00)	(11,160.00)	-	19,260.00
	Subtotal object - 0				(19,260.00)	(11,160.00)	-	19,260.00

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %	Current Remaining
		<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>_____</u>	<u>Budget</u>
Program number:					(19,260.00)	(11,160.00)	-	19,260.00
Department number: 40	Streets				(19,260.00)	(11,160.00)	-	19,260.00
10-4062-45-00	Over Due Fees				(128.10)		-	128.10
10-4063-45-00	Lost Fees				(134.63)		-	134.63
10-4064-45-00	Printing/Coping Fees				(42.80)		-	42.80
10-4065-45-00	Book Fines				(11.00)		-	11.00
10-4510-45-00	Grants	(18,087.00)		(18,087.00)	(18,770.70)	(4,692.67)	103.78	683.70
10-4910-45-00	Other Revenue	(125.00)		(125.00)	(265.62)		212.50	140.62
	Subtotal object - 0	(18,212.00)		(18,212.00)	(19,352.85)	(4,692.67)	106.26	1,140.85
Program number:		(18,212.00)		(18,212.00)	(19,352.85)	(4,692.67)	106.26	1,140.85
Department number: 45	Public Library	(18,212.00)		(18,212.00)	(19,352.85)	(4,692.67)	106.26	1,140.85
10-4056-60-00	Field Rental Fees	(17,000.00)		(17,000.00)	(16,268.14)	(1,145.00)	95.70	(731.86)
10-4057-60-00	Pavilion User Fees	(1,400.00)		(1,400.00)	(3,365.00)	(110.00)	240.36	1,965.00
10-4058-60-00	Park Program Fees				(9,287.38)	(5,178.23)	-	9,287.38
10-4910-60-00	Other Revenue	(15,250.00)		(15,250.00)	(22,178.45)	(18,975.00)	145.43	6,928.45
	Subtotal object - 0	(33,650.00)		(33,650.00)	(51,098.97)	(25,408.23)	151.85	17,448.97
Program number:		(33,650.00)		(33,650.00)	(51,098.97)	(25,408.23)	151.85	17,448.97
Department number: 60	Parks and Recreation	(33,650.00)		(33,650.00)	(51,098.97)	(25,408.23)	151.85	17,448.97
10-4410-70-00	Fines	(215,000.00)		(215,000.00)	(227,729.37)	(29,419.23)	105.92	12,729.37
10-4610-70-00	Interest Income	(130.00)		(130.00)	(626.23)	(110.17)	481.72	496.23
	Subtotal object - 0	(215,130.00)		(215,130.00)	(228,355.60)	(29,529.40)	106.15	13,225.60
Program number:		(215,130.00)		(215,130.00)	(228,355.60)	(29,529.40)	106.15	13,225.60
Department number: 70	Municipal Court	(215,130.00)		(215,130.00)	(228,355.60)	(29,529.40)	106.15	13,225.60
10-4012-80-00	Saturday Inspection Fee				(100.00)		-	100.00
10-4017-80-00	Registration Fee	(32,000.00)		(32,000.00)	(40,950.00)	(3,300.00)	127.97	8,950.00
10-4210-80-00	Building Permits	(1,554,300.00)		(1,554,300.00)	(1,520,964.04)	(240,162.07)	97.86	(33,335.96)
10-4230-80-00	Other Permits	(100,000.00)		(100,000.00)	(124,012.65)	(9,292.65)	124.01	24,012.65
10-4240-80-00	Plumb/Elect/Mech Permits	(15,000.00)		(15,000.00)	(18,840.00)	(2,425.00)	125.60	3,840.00
10-4242-80-00	Re-inspection Fees	(15,000.00)		(15,000.00)	(18,605.00)	(1,825.00)	124.03	3,605.00
10-4910-80-00	Other Revenue	(3,000.00)		(3,000.00)	(3,626.33)	(773.22)	120.88	626.33
	Subtotal object - 0	(1,719,300.00)		(1,719,300.00)	(1,727,098.02)	(257,777.94)	100.45	7,798.02
Program number:		(1,719,300.00)		(1,719,300.00)	(1,727,098.02)	(257,777.94)	100.45	7,798.02
Department number: 80	Inspections	(1,719,300.00)		(1,719,300.00)	(1,727,098.02)	(257,777.94)	100.45	7,798.02
10-4245-85-00	Health Inspections	(7,000.00)		(7,000.00)	(9,750.00)	(825.00)	139.29	2,750.00
10-4910-85-00	Other Revenue				(6,270.00)		-	6,270.00
	Subtotal object - 0	(7,000.00)		(7,000.00)	(16,020.00)	(825.00)	228.86	9,020.00
Program number:		(7,000.00)		(7,000.00)	(16,020.00)	(825.00)	228.86	9,020.00
Department number: 85	Code Enforcement	(7,000.00)		(7,000.00)	(16,020.00)	(825.00)	228.86	9,020.00
10-4220-90-00	Zoning Permits	(10,000.00)		(10,000.00)	(48,126.49)	(2,852.74)	481.27	38,126.49
10-4225-90-00	Plat Fees	(50,000.00)		(50,000.00)	(38,381.86)	(11,148.33)	76.76	(11,618.14)
10-4910-90-00	Other Revenue				(2,639.55)		-	2,639.55
	Subtotal object - 0	(60,000.00)		(60,000.00)	(89,147.90)	(14,001.07)	148.58	29,147.90
Program number:		(60,000.00)		(60,000.00)	(89,147.90)	(14,001.07)	148.58	29,147.90
Department number: 90	Planning	(60,000.00)		(60,000.00)	(89,147.90)	(14,001.07)	148.58	29,147.90
10-4910-98-00	Other Revenue				(25.00)	(25.00)	-	25.00
	Subtotal object - 0				(25.00)	(25.00)	-	25.00

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %	Current Remaining
		<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>_____</u>	<u>Budget</u>
Program number:					(25.00)	(25.00)	-	25.00
Department number: 98	Engineering				(25.00)	(25.00)	-	25.00
	Revenue Subtotal - - - - -	(11,761,317.00)		(11,761,317.00)	(11,357,661.26)	(881,463.37)	96.57	(403,655.74)
10-5110-10-00	Salaries & Wages	766,763.00	(40,837.00)	725,926.00	608,215.93	59,333.02	83.79	117,710.07
10-5115-10-00	Salaries - Overtime	6,031.00	(4,330.00)	1,701.00	1,149.60	148.56	67.58	551.40
10-5126-10-00	Salaries-Vacation Buy-Out		6,154.00	6,154.00	6,822.92		110.87	(668.92)
10-5140-10-00	Salaries - Longevity Pay	1,338.00	(618.00)	720.00	420.00		58.33	300.00
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	4,823.10	461.54	87.44	692.90
10-5143-10-00	Cell Phone Allowance		2,070.00	2,070.00	1,710.00	180.00	82.61	360.00
10-5145-10-00	Social Security Expense	49,505.00	(8,036.00)	41,469.00	33,871.40	3,495.80	81.68	7,597.60
10-5150-10-00	Medicare Expense	11,578.00	(1,256.00)	10,322.00	8,545.15	817.56	82.79	1,776.85
10-5155-10-00	SUTA Expense	798.00	663.00	1,461.00	1,460.93		100.00	0.07
10-5160-10-00	Health Insurance	49,119.00	(2,070.00)	47,049.00	37,909.33	3,808.36	80.57	9,139.67
10-5165-10-00	Dental Insurance	3,275.00	(1,086.00)	2,189.00	1,803.26	193.12	82.38	385.74
10-5170-10-00	Life Insurance/AD&D	777.00	182.00	959.00	792.55	84.36	82.64	166.45
10-5175-10-00	Liability (TML) Workers' Comp	1,010.00	1,646.00	2,656.00	2,655.53		99.98	0.47
10-5176-10-00	TML Prop. & Liab. Insurance	100,000.00	(20,943.00)	79,057.00	79,057.24		100.00	(0.24)
10-5180-10-00	TMRS Expense	83,840.00	(4,668.00)	79,172.00	66,687.13	6,472.25	84.23	12,484.87
10-5185-10-00	Long Term/Short Term Disabilit	1,072.00	518.00	1,590.00	1,069.43		67.26	520.57
10-5186-10-00	WELLE-Wellness Prog Reimb Empl	3,780.00	(2,417.00)	1,363.00	1,083.25	140.00	79.48	279.75
10-5190-10-00	Contract Labor	35,000.00	(23,275.00)	11,725.00	9,495.00	1,160.00	80.98	2,230.00
10-5191-10-00	Hiring Cost	15,000.00	(14,570.00)	430.00	430.06		100.01	(0.06)
10-5193-10-00	Records Retention	1,000.00	(681.00)	319.00	318.65		99.89	0.35
10-5210-10-00	Office Supplies	5,000.00	5,613.00	10,613.00	8,585.89	308.64	80.90	2,027.11
10-5212-10-00	Building Supplies	1,500.00	4,199.00	5,699.00	5,262.34	213.42	92.34	436.66
10-5220-10-00	Office Equipment		19,293.00	19,293.00	(3,323.35)		(17.23)	22,616.35
10-5230-10-00	Dues,Fees,& Subscriptions	10,000.00	2,100.00	12,100.00	11,576.62	909.70	95.68	523.38
10-5240-10-00	Postage and Delivery	3,000.00	(2,000.00)	1,000.00	279.68	70.98	27.97	720.32
10-5250-10-00	Publications	500.00	585.00	1,085.00	1,084.60		99.96	0.40
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	0.34
10-5270-10-00	Bank Charges	200.00	(110.00)	90.00	120.00	30.00	133.33	(30.00)
10-5280-10-00	Printing and Reproduction	2,000.00	156.00	2,156.00	1,870.29		86.75	285.71
10-5290-10-00	Miscellaneous Expense		1,083.00	1,083.00	1,083.21		100.02	(0.21)
10-5305-10-00	Chapt 380 Program Grant Exp	10,000.00	15,364.00	25,364.00	19,863.91		78.32	5,500.09
10-5310-10-00	Rental Expense	58,782.00	(19,951.00)	38,831.00	35,655.82	1,876.55	91.82	3,175.18
10-5330-10-00	Copier Expense	27,000.00	3,570.00	30,570.00	26,993.50	6,810.59	88.30	3,576.50
10-5340-10-00	Building Repairs	2,500.00	13,949.00	16,449.00	15,949.00		96.96	500.00
10-5352-10-00	Fuel		70.00	70.00	69.94		99.91	0.06
10-5410-10-00	Professional Services	45,000.00	59,303.00	104,303.00	96,320.77	310.00	92.35	7,982.23
10-5412-10-00	Audit Fees	40,000.00	(9,650.00)	30,350.00	30,350.00		100.00	
10-5414-10-00	Appraisal / Tax Fees	53,000.00	6,888.00	59,888.00	45,953.04		76.73	13,934.96
10-5418-10-00	IT Fees	135,000.00	19,055.00	154,055.00	123,163.63	10,492.30	79.95	30,891.37
10-5419-10-00	IT Licenses	10,000.00	364.00	10,364.00	10,345.00		99.82	19.00
10-5430-10-00	Legal Fees	40,000.00	61,380.00	101,380.00	89,366.02	11,794.02	88.15	12,013.98

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %	Current Remaining
		<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>		<u>Budget</u>
10-5435-10-00	Legal Notices/Filings	8,500.00	(1,464.00)	7,036.00	3,988.74		56.69	3,047.26
10-5460-10-00	Election Expense	15,000.00	(8,000.00)	7,000.00	6,612.75	1,294.98	94.47	387.25
10-5480-10-00	Contracted Services	18,000.00	30,875.00	48,875.00	39,474.22	828.73	80.77	9,400.78
10-5520-10-00	Telephones	18,000.00	30,061.00	48,061.00	47,584.96	587.25	99.01	476.04
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	514.90	41.02	91.13	50.10
10-5525-10-00	Electricity	10,000.00	(843.00)	9,157.00	7,112.53	965.34	77.67	2,044.47
10-5526-10-00	Data Network	15,000.00	6,962.00	21,962.00	17,056.76	1,659.58	77.67	4,905.24
10-5530-10-00	Travel/Lodging/Meals Expense	8,000.00	577.00	8,577.00	8,599.96	893.57	100.27	(22.96)
10-5532-10-00	Entertainment	750.00	(750.00)				-	
10-5533-10-00	Mileage Expense	5,000.00	(2,805.00)	2,195.00	1,271.98		57.95	923.02
10-5536-10-00	Training/Seminars	40,000.00	(29,429.00)	10,571.00	9,422.49	60.09	89.14	1,148.51
10-5538-10-00	Council/Public Official Expens	20,000.00	(5,097.00)	14,903.00	11,529.33	734.95	77.36	3,373.67
10-5600-10-00	Special Events	38,000.00	(21,775.00)	16,225.00	15,835.49	55.00	97.60	389.51
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	1,560,644.14	116,231.28	84.61	283,823.86
Program number:		1,844,468.00		1,844,468.00	1,560,644.14	116,231.28	84.61	283,823.86
Department number: 10	Administration	1,844,468.00		1,844,468.00	1,560,644.14	116,231.28	84.61	283,823.86
10-5110-20-00	Salaries & Wages	966,557.00		966,557.00	775,084.03	71,607.90	80.19	191,472.97
10-5115-20-00	Salaries - Overtime	35,000.00	6,000.00	41,000.00	36,524.40	2,057.59	89.08	4,475.60
10-5126-20-00	Salaries-Vacation Buy-Out				4,152.74		-	(4,152.74)
10-5127-20-00	Salaries-Certification Pay	11,800.00		11,800.00	9,891.21	1,029.22	83.82	1,908.79
10-5140-20-00	Salaries - Longevity Pay	5,690.00		5,690.00	4,555.00		80.05	1,135.00
10-5141-20-00	Salaries - Incentive				650.00		-	(650.00)
10-5143-20-00	Cell Phone Allowance				540.00	90.00	-	(540.00)
10-5145-20-00	Social Security Expense	63,026.00		63,026.00	50,029.26	4,452.47	79.38	12,996.74
10-5150-20-00	Medicare Expense	14,740.00		14,740.00	11,700.38	1,041.29	79.38	3,039.62
10-5155-20-00	SUTA Expense	1,017.00		1,017.00	219.31		21.56	797.69
10-5160-20-00	Health Insurance	86,971.00		86,971.00	49,803.52	5,689.00	57.27	37,167.48
10-5165-20-00	Dental Insurance	5,798.00		5,798.00	3,145.44	337.96	54.25	2,652.56
10-5170-20-00	Life Insurance/AD&D	798.00		798.00	3,366.15	386.90	421.82	(2,568.15)
10-5175-20-00	Liability (TML) Workers' Comp	1,286.00		1,286.00	22,272.23		---	(20,986.23)
10-5180-20-00	TMRS Expense	106,737.00		106,737.00	85,002.86	8,046.95	79.64	21,734.14
10-5185-20-00	Long Term/Short Term Disabilit	933.00		933.00	1,283.02		137.52	(350.02)
10-5186-20-00	WELLE-Wellness Prog Reimb Empl	6,720.00		6,720.00	1,426.25	140.00	21.22	5,293.75
10-5190-20-00	Contract Labor	6,000.00		6,000.00	5,025.00	560.00	83.75	975.00
10-5191-20-00	Hiring Cost	900.00		900.00	610.00		67.78	290.00
10-5192-20-00	Physical & Psychological	825.00		825.00	450.00		54.55	375.00
10-5210-20-00	Office Supplies	10,500.00	(1,200.00)	9,300.00	5,844.58	1,482.64	62.85	3,455.42
10-5212-20-00	Building Supplies	2,500.00		2,500.00	1,237.98	394.40	49.52	1,262.02
10-5214-20-00	Tactical Supplies	37,190.00	(3,000.00)	34,190.00	6,292.11		18.40	27,897.89
10-5215-20-00	Ammunition	6,000.00		6,000.00	5,342.80	1,213.60	89.05	657.20
10-5220-20-00	Office Equipment	1,400.00	500.00	1,900.00	1,708.08		89.90	191.92
10-5230-20-00	Dues,Fees,& Subscriptions	7,000.00		7,000.00	6,822.81	48.94	97.47	177.19
10-5240-20-00	Postage and Delivery	750.00		750.00	92.78	26.67	12.37	657.22

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %	Current Remaining
		<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>_____</u>	<u>Budget</u>
10-5250-20-00	Publications	500.00		500.00	285.94		57.19	214.06
10-5260-20-00	Advertising	250.00		250.00			-	250.00
10-5265-20-00	Promotional Expense	2,250.00		2,250.00	266.49		11.84	1,983.51
10-5280-20-00	Printing and Reproduction	500.00	500.00	1,000.00	792.58		79.26	207.42
10-5290-20-00	Miscellaneous Expense				85.00	85.00	-	(85.00)
10-5310-20-00	Rental Expense	3,000.00	1,200.00	4,200.00	3,164.00	324.90	75.33	1,036.00
10-5320-20-00	Repairs & Maintenance	750.00		750.00	75.00		10.00	675.00
10-5330-20-00	Copier Expense		500.00	500.00	445.38		89.08	54.62
10-5335-20-00	Radio/Video Repairs	2,000.00		2,000.00			-	2,000.00
10-5340-20-00	Building Repairs	1,000.00		1,000.00	480.00	85.00	48.00	520.00
10-5350-20-00	Vehicle Expense	60,000.00	(4,000.00)	56,000.00	24,167.51	2,146.28	43.16	31,832.49
10-5352-20-00	Fuel	80,000.00	(11,500.00)	68,500.00	39,324.01	5,778.97	57.41	29,175.99
10-5353-20-00	Oil/Grease/Inspections	2,150.00		2,150.00	231.28		10.76	1,918.72
10-5400-20-00	Uniform Expense	16,500.00	4,000.00	20,500.00	16,156.70	1,234.79	78.81	4,343.30
10-5410-20-00	Professional Services	760.00	500.00	1,260.00	1,475.00	525.00	117.06	(215.00)
10-5415-20-00	Tuition Reimbursement	12,000.00		12,000.00	6,650.00		55.42	5,350.00
10-5418-20-00	IT Fees	3,950.00		3,950.00	457.50	52.50	11.58	3,492.50
10-5419-20-00	IT Licenses	3,000.00		3,000.00	2,491.50		83.05	508.50
10-5430-20-00	Legal Fees	10,000.00		10,000.00	4,346.47	304.00	43.47	5,653.53
10-5480-20-00	Contracted Services	20,000.00	2,460.00	22,460.00	7,057.16	22.55	31.42	15,402.84
10-5520-20-00	Telephones	8,000.00	5,000.00	13,000.00	9,586.21	740.64	73.74	3,413.79
10-5521-20-00	Cell Phone Expense	5,000.00	(5,000.00)				-	
10-5525-20-00	Electricity	10,000.00		10,000.00	8,047.35	976.33	80.47	1,952.65
10-5526-20-00	Data Network	13,760.00		13,760.00	4,916.09	446.88	35.73	8,843.91
10-5530-20-00	Travel/Lodging/Meals Expense	5,000.00	1,000.00	6,000.00	5,268.28	21.13	87.81	731.72
10-5533-20-00	Mileage Expense	2,500.00		2,500.00	532.34		21.29	1,967.66
10-5536-20-00	Training/Seminars	26,500.00		26,500.00	9,085.02	880.00	34.28	17,414.98
10-5600-20-00	Special Events	10,500.00		10,500.00	5,431.04	140.60	51.72	5,068.96
10-5630-20-00	Safety Equipment	18,750.00	15,980.00	34,730.00	22,162.57		63.81	12,567.43
10-5640-20-00	Signs & Hardware	500.00		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	0.41
	Subtotal object - 0	1,834,258.00		1,834,258.00	1,388,111.95	112,370.10	75.68	446,146.05
Program number:		1,834,258.00		1,834,258.00	1,388,111.95	112,370.10	75.68	446,146.05
Department number: 20	Police	1,834,258.00		1,834,258.00	1,388,111.95	112,370.10	75.68	446,146.05
10-5110-25-00	Salaries & Wages	312,860.00		312,860.00	243,301.88	25,256.95	77.77	69,558.12
10-5115-25-00	Salaries - Overtime	15,000.00		15,000.00	11,062.94	910.40	73.75	3,937.06
10-5127-25-00	Salaries-Certification Pay	7,000.00		7,000.00	5,992.19	678.44	85.60	1,007.81
10-5140-25-00	Salaries - Longevity Pay	1,507.00		1,507.00	635.00		42.14	872.00
10-5145-25-00	Social Security Expense	20,855.00		20,855.00	15,255.46	1,564.79	73.15	5,599.54
10-5150-25-00	Medicare Expense	4,877.00		4,877.00	3,567.82	365.97	73.16	1,309.18
10-5155-25-00	SUTA Expense	336.00		336.00	676.82		201.44	(340.82)
10-5160-25-00	Health Insurance	37,800.00		37,800.00	22,247.77	2,444.90	58.86	15,552.23
10-5165-25-00	Dental Insurance	2,520.00		2,520.00	1,273.38	144.84	50.53	1,246.62
10-5170-25-00	Life Insurance	416.00		416.00	466.89	55.16	112.23	(50.89)
10-5175-25-00	Liability (TML) Workers' Comp	426.00		426.00	642.47		150.82	(216.47)
10-5180-25-00	TMRS Expense	34,483.00		34,483.00	25,061.74	2,657.63	72.68	9,421.26

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %	Current Remaining
		<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>-----</u>	<u>Budget</u>
10-5185-25-00	Long Term/Short Term Disabilit	350.00		350.00	370.61		105.89	(20.61)
10-5186-25-00	WELLE-Wellness Prog Reimb Empl	3,360.00		3,360.00	992.25	105.00	29.53	2,367.75
10-5191-25-00	Hiring Cost	300.00	500.00	800.00	471.03		58.88	328.97
10-5192-25-00	Physical & Psychological	300.00	1,000.00	1,300.00	950.00		73.08	350.00
10-5210-25-00	Supplies	3,000.00		3,000.00	760.64		25.36	2,239.36
10-5212-25-00	Building Supplies	1,500.00		1,500.00	667.07		44.47	832.93
10-5220-25-00	Office Equipment	2,440.00		2,440.00	1,380.27		56.57	1,059.73
10-5230-25-00	Dues,Fees,& Subscriptions	2,000.00		2,000.00	853.82	161.00	42.69	1,146.18
10-5240-25-00	Postage and Delivery	100.00		100.00	52.31		52.31	47.69
10-5250-25-00	Publications	100.00		100.00			-	100.00
10-5280-25-00	Printing and Reproduction	100.00		100.00			-	100.00
10-5320-25-00	Repairs & Maintenance	500.00		500.00	140.00		28.00	360.00
10-5340-25-00	Building Repairs	750.00		750.00	320.00		42.67	430.00
10-5400-25-00	Uniform Expense	1,710.00		1,710.00	633.95	633.95	37.07	1,076.05
10-5415-25-00	Tuition Reimbursement	6,000.00	(2,100.00)	3,900.00			-	3,900.00
10-5418-25-00	IT Fees	4,500.00		4,500.00	1,471.50		32.70	3,028.50
10-5419-25-00	IT Licenses	5,000.00		5,000.00			-	5,000.00
10-5430-25-00	Legal Fees	2,450.00		2,450.00			-	2,450.00
10-5480-25-00	Contracted Services	155,000.00		155,000.00	132,501.90	3,127.14	85.49	22,498.10
10-5520-25-00	Telephones	2,500.00	700.00	3,200.00	2,107.50	135.93	65.86	1,092.50
10-5521-25-00	Cell Phone Expense	700.00	(700.00)				-	
10-5524-25-00	Gas-Building	400.00	600.00	1,000.00	771.60	82.04	77.16	228.40
10-5526-25-00	Data Network	4,600.00		4,600.00	3,501.50		76.12	1,098.50
10-5530-25-00	Travel/Lodging/Meals Expense	1,950.00		1,950.00	583.05		29.90	1,366.95
10-5533-25-00	Mileage Expense	1,000.00		1,000.00	588.67		58.87	411.33
10-5536-25-00	Training/Seminars	5,000.00		5,000.00	2,177.00	105.00	43.54	2,823.00
10-5600-25-00	Special Events	1,000.00		1,000.00	423.08	92.50	42.31	576.92
	Subtotal object - 0	644,690.00		644,690.00	481,902.11	38,521.64	74.75	162,787.89
Program number:		644,690.00		644,690.00	481,902.11	38,521.64	74.75	162,787.89
Department number: 25	Dispatch Department	644,690.00		644,690.00	481,902.11	38,521.64	74.75	162,787.89
10-5110-30-00	Salaries & Wages	1,438,167.00		1,438,167.00	1,056,241.29	102,568.12	73.44	381,925.71
10-5115-30-00	Salaries - Overtime	230,000.00		230,000.00	186,213.66	17,031.31	80.96	43,786.34
10-5127-30-00	Salaries-Certification Pay	16,000.00		16,000.00	11,769.21	1,126.24	73.56	4,230.79
10-5140-30-00	Salaries - Longevity Pay	12,606.00		12,606.00	7,555.00		59.93	5,051.00
10-5141-30-00	Salaries - Incentive				1,750.00		-	(1,750.00)
10-5143-30-00	Cell Phone Allowance				4,120.00	390.00	-	(4,120.00)
10-5145-30-00	Social Security Expense	105,200.00		105,200.00	74,983.60	7,093.01	71.28	30,216.40
10-5150-30-00	Medicare Expense	24,603.00		24,603.00	17,536.48	1,658.82	71.28	7,066.52
10-5155-30-00	SUTA Expense	1,697.00		1,697.00	144.28	128.33	8.50	1,552.72
10-5160-30-00	Health Insurance	146,880.00		146,880.00	79,199.56	8,574.78	53.92	67,680.44
10-5165-30-00	Dental Insurance	9,792.00		9,792.00	4,562.46	482.80	46.59	5,229.54
10-5170-30-00	Life Insurance/AD&D	12,489.00		12,489.00	4,963.14	525.20	39.74	7,525.86
10-5171-30-00	Life Insurance-Supplemental				7,921.00		-	(7,921.00)
10-5175-30-00	Liability (TML) Workers Comp	2,147.00		2,147.00	26,555.35		---	(24,408.35)
10-5180-30-00	TMRS Expense	158,365.00		158,365.00	130,301.03	12,423.99	82.28	28,063.97
10-5185-30-00	Long Term/Short Term Disabilit	2,502.00		2,502.00	1,959.29		78.31	542.71

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %	Current Remaining
		<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>		<u>Budget</u>
10-5186-30-00	WELLE-Wellness Prog Reimb Empl	8,400.00		8,400.00	5,694.50	595.00	67.79	2,705.50
10-5191-30-00	Hiring Cost	1,000.00		1,000.00	160.00		16.00	840.00
10-5194-30-00	FD Annual Phy & Screening	16,000.00		16,000.00	11,742.00		73.39	4,258.00
10-5210-30-00	Office Supplies	4,848.00		4,848.00	1,731.17	84.54	35.71	3,116.83
10-5212-30-00	Building Supplies	4,000.00		4,000.00	2,745.17	252.57	68.63	1,254.83
10-5220-30-00	Office Equipment		1,500.00	1,500.00	1,150.60		76.71	349.40
10-5230-30-00	Dues,Fees,& Subscriptions	3,500.00		3,500.00	3,680.00		105.14	(180.00)
10-5240-30-00	Postage and Delivery	250.00		250.00	131.12	14.74	52.45	118.88
10-5250-30-00	Publications	350.00		350.00	290.00		82.86	60.00
10-5280-30-00	Printing and Reproduction	500.00		500.00	256.00		51.20	244.00
10-5320-30-00	Repairs & Maintenance	6,500.00		6,500.00	5,065.94	224.66	77.94	1,434.06
10-5335-30-00	Radio/Video Repairs	20,000.00	(1,500.00)	18,500.00	9,992.31	3,788.70	54.01	8,507.69
10-5340-30-00	Building Repairs	20,000.00		20,000.00	6,945.20		34.73	13,054.80
10-5350-30-00	Vehicle Expense	35,000.00		35,000.00	23,250.61	1,133.74	66.43	11,749.39
10-5352-30-00	Fuel	35,000.00		35,000.00	14,792.43	2,041.93	42.26	20,207.57
10-5400-30-00	Uniform Expense	21,000.00		21,000.00	12,947.70	380.06	61.66	8,052.30
10-5410-30-00	Professional Services	10,500.00		10,500.00	198.00	198.00	1.89	10,302.00
10-5418-30-00	IT Fees	7,500.00		7,500.00	1,043.40		13.91	6,456.60
10-5430-30-00	Legal Fees				2,641.00		-	(2,641.00)
10-5435-30-00	Legal Notices/Filings				27.20		-	(27.20)
10-5440-30-00	EMS	74,000.00		74,000.00	52,918.28	1,117.24	71.51	21,081.72
10-5480-30-00	Contracted Services	10,000.00		10,000.00	5,105.00	60.00	51.05	4,895.00
10-5520-30-00	Telephones	12,500.00	8,000.00	20,500.00	22,475.43	147.91	109.64	(1,975.43)
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	4,061.37	171.05	58.02	2,938.63
10-5525-30-00	Electricity	22,000.00		22,000.00	12,870.80	1,485.04	58.50	9,129.20
10-5526-30-00	Data Network	12,442.00		12,442.00	17,312.57	1,693.43	139.15	(4,870.57)
10-5530-30-00	Travel/Lodging/Meals Expense	3,000.00		3,000.00	766.75		25.56	2,233.25
10-5533-30-00	Mileage Expense	1,500.00		1,500.00			-	1,500.00
10-5536-30-00	Training/Seminars	18,000.00		18,000.00	8,170.00		45.39	9,830.00
10-5610-30-00	Fire Fighting Equipment	18,000.00		18,000.00	9,485.60	1,446.40	52.70	8,514.40
10-5620-30-00	Tools & Equipment				40.47		-	(40.47)
10-5630-30-00	Safety Equipment	25,000.00		25,000.00	2,912.28	1,295.00	11.65	22,087.72
10-6160-30-00	Capital Expenditure - Vehicles				94,750.00		-	(94,750.00)
	Subtotal object - 0	2,566,238.00		2,566,238.00	1,951,128.25	168,132.61	76.03	615,109.75
Program number:		2,566,238.00		2,566,238.00	1,951,128.25	168,132.61	76.03	615,109.75
Department number: 30	Fire/EMS	2,566,238.00		2,566,238.00	1,951,128.25	168,132.61	76.03	615,109.75
10-5110-35-00	Salaries & Wages	82,318.00		82,318.00	66,172.80	6,393.60	80.39	16,145.20
10-5115-35-00	Salaries - Overtime				79.92		-	(79.92)
10-5140-35-00	Salaries - Longevity Pay	752.00		752.00	570.00		75.80	182.00
10-5143-35-00	Cell Phone Allowance				980.00	90.00	-	(980.00)
10-5145-35-00	Social Security Expense	5,150.00		5,150.00	3,701.66	349.08	71.88	1,448.34
10-5150-35-00	Medicare Expense	1,205.00		1,205.00	865.70	81.63	71.84	339.30
10-5155-35-00	SUTA Expense	83.00		83.00	(45.00)		(54.22)	128.00
10-5160-35-00	Health Insurance	5,400.00		5,400.00	5,625.58	592.68	104.18	(225.58)
10-5165-35-00	Dental Insurance	360.00		360.00	228.12	24.14	63.37	131.88

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %	Current Remaining
		<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>_____</u>	<u>Budget</u>
10-5170-35-00	Life Insurance/AD&D	114.00		114.00	248.16	26.26	217.68	(134.16)
10-5175-35-00	Liability (TML) Workers' Comp	105.00		105.00	1,327.77		---	(1,222.77)
10-5180-35-00	TMRS Expense	8,722.00		8,722.00	7,272.14	700.10	83.38	1,449.86
10-5185-35-00	Long Term/Short Term Disabilit	153.00		153.00	129.12		84.39	23.88
10-5186-35-00	WELLE-Wellness Prog Reimb Empl	420.00		420.00	420.00	35.00	100.00	
10-5193-35-00	Records Retention	250.00		250.00			-	250.00
10-5194-35-00	FD Annual Phy & Screening	650.00		650.00	650.50		100.08	(0.50)
10-5210-35-00	Supplies	300.00		300.00	17.00		5.67	283.00
10-5215-35-00	Ammunition		750.00	750.00	749.16		99.89	0.84
10-5220-35-00	Office Equipment				197.72		-	(197.72)
10-5230-35-00	Dues,Fees,& Subscriptions	600.00		600.00	320.00		53.33	280.00
10-5240-35-00	Postage and Delivery	60.00		60.00	8.92		14.87	51.08
10-5250-35-00	Publications	550.00	250.00	800.00	757.37	100.00	94.67	42.63
10-5280-35-00	Printing and Reproduction	500.00	(250.00)	250.00			-	250.00
10-5350-35-00	Vehicle Expense	1,953.00		1,953.00			-	1,953.00
10-5352-35-00	Fuel	2,000.00		2,000.00	1,055.41	128.63	52.77	944.59
10-5353-35-00	Oil/Grease/Inspections	500.00		500.00			-	500.00
10-5400-35-00	Uniform Expense	1,050.00		1,050.00	413.55		39.39	636.45
10-5418-35-00	IT Fees	200.00		200.00			-	200.00
10-5430-35-00	Legal Fees	2,000.00		2,000.00	2,508.00	57.00	125.40	(508.00)
10-5520-35-00	Telephones	900.00	1,200.00	2,100.00	190.06		9.05	1,909.94
10-5521-35-00	Cell Phone Expense	1,200.00	(1,200.00)				-	
10-5526-35-00	Data Network				265.93	37.99	-	(265.93)
10-5530-35-00	Travel/Lodging/Meals Expense	500.00		500.00	850.00		170.00	(350.00)
10-5536-35-00	Training/Seminars	3,200.00	(750.00)	2,450.00	595.00		24.29	1,855.00
10-5620-35-00	Tools & Equipment	150.00		150.00	91.13		60.75	58.87
10-5630-35-00	Safety Equipment	1,000.00		1,000.00	273.57	273.57	27.36	726.43
10-5640-35-00	Signs & Hardware	1,250.00		1,250.00			-	1,250.00
	Subtotal object - 0	123,595.00		123,595.00	96,519.29	8,889.68	78.09	27,075.71
Program number:		123,595.00		123,595.00	96,519.29	8,889.68	78.09	27,075.71
Department number: 35	Fire Marshall	123,595.00		123,595.00	96,519.29	8,889.68	78.09	27,075.71
10-5110-40-00	Salaries & Wages	93,646.00		93,646.00	75,291.70	7,275.20	80.40	18,354.30
10-5115-40-00	Salaries - Overtime	4,000.00	1,500.00	5,500.00	5,223.83	195.50	94.98	276.17
10-5140-40-00	Salaries - Longevity Pay	1,237.00		1,237.00	1,000.00		80.84	237.00
10-5145-40-00	Social Security Expense	6,131.00		6,131.00	4,980.69	455.84	81.24	1,150.31
10-5150-40-00	Medicare Expense	1,434.00		1,434.00	1,164.84	106.60	81.23	269.16
10-5155-40-00	SUTA Expense	99.00		99.00	(0.09)		(0.09)	99.09
10-5160-40-00	Health Insurance	10,800.00		10,800.00	6,210.58	642.68	57.51	4,589.42
10-5165-40-00	Dental Insurance	720.00		720.00	456.25	48.28	63.37	263.75
10-5170-40-00	Life Insurance/AD&D	196.00		196.00	148.93	15.76	75.99	47.07
10-5175-40-00	Liability (TML) Workers Comp	125.00		125.00	4,540.11		---	(4,415.11)
10-5180-40-00	TMRS Expense	10,383.00		10,383.00	8,767.82	809.87	84.44	1,615.18
10-5185-40-00	Long Term/Short Term Disabilit	174.00		174.00	142.29		81.78	31.71
10-5186-40-00	WELLE-Wellness Prog Reimb Empl	840.00		840.00	661.50	70.00	78.75	178.50
10-5191-40-00	Hiring Cost	50.00		50.00			-	50.00
10-5210-40-00	Office Supplies	600.00		600.00	134.36		22.39	465.64

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %	Current Remaining
		<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>-----</u>	<u>Budget</u>
10-5230-40-00	Dues,Fees,& Subscriptions	200.00		200.00			-	200.00
10-5250-40-00	Publications	50.00		50.00			-	50.00
10-5310-40-00	Rental Expense	10,000.00		10,000.00	7,700.00	1,300.00	77.00	2,300.00
10-5320-40-00	Repairs & Maintenance	4,000.00		4,000.00	745.00	745.00	18.63	3,255.00
10-5321-40-00	Signal Light Repairs	7,400.00		7,400.00	1,143.68	1,143.68	15.46	6,256.32
10-5340-40-00	Building Repairs	2,500.00		2,500.00			-	2,500.00
10-5350-40-00	Vehicle Expense	5,500.00	2,600.00	8,100.00	6,887.95		85.04	1,212.05
10-5352-40-00	Fuel	9,300.00	(1,000.00)	8,300.00	2,170.21	626.48	26.15	6,129.79
10-5353-40-00	Oil/Grease/Inspections	800.00		800.00	39.75		4.97	760.25
10-5400-40-00	Uniform Expense	3,500.00		3,500.00	1,275.67	50.00	36.45	2,224.33
10-5410-40-00	Professional Services	8,000.00	(1,000.00)	7,000.00			-	7,000.00
10-5480-40-00	Contracted Services	910,720.00	(4,000.00)	906,720.00	139,995.45	61,329.26	15.44	766,724.55
10-5520-40-00	Telephones	300.00	1,000.00	1,300.00	871.03	172.76	67.00	428.97
10-5521-40-00	Cell Phone Expense	1,000.00	(1,000.00)				-	
10-5525-40-00	Electricity	100,000.00		100,000.00	98,887.51	6,282.18	98.89	1,112.49
10-5526-40-00	Data Network		100.00	100.00	93.12	7.04	93.12	6.88
10-5530-40-00	Travel/Lodging/Meals Expense	800.00		800.00	26.84		3.36	773.16
10-5536-40-00	Training/Seminars	800.00		800.00			-	800.00
10-5620-40-00	Tools & Equipment	3,000.00	1,800.00	4,800.00	4,760.44	994.31	99.18	39.56
10-5630-40-00	Safety Equipment	2,000.00		2,000.00	1,275.90	515.00	63.80	724.10
10-5640-40-00	Signs & Hardware	31,000.00		31,000.00	9,387.85	153.30	30.28	21,612.15
10-5650-40-00	Maintenance Materials	60,000.00		60,000.00	19,289.25	3,063.44	32.15	40,710.75
10-6140-40-00	Capital Expenditure - Equipmt	76,000.00		76,000.00			-	76,000.00
	Subtotal object - 0	1,367,305.00		1,367,305.00	403,272.46	86,002.18	29.49	964,032.54
Program number:		1,367,305.00		1,367,305.00	403,272.46	86,002.18	29.49	964,032.54
Department number: 40	Streets	1,367,305.00		1,367,305.00	403,272.46	86,002.18	29.49	964,032.54
10-5110-45-00	Salaries & Wages	24,536.00	24,590.00	49,126.00	30,578.30	5,588.80	62.25	18,547.70
10-5145-45-00	Social Security Expense	849.00	1,525.00	2,374.00	1,896.55	346.74	79.89	477.45
10-5150-45-00	Medicare Expense	198.00	357.00	555.00	443.55	81.10	79.92	111.45
10-5155-45-00	SUTA Expense	14.00	25.00	39.00	468.95	64.67	---	(429.95)
10-5160-45-00	Health/Dental Insurance		3,992.00	3,992.00			-	3,992.00
10-5165-45-00	Dental Insurance		145.00	145.00	72.42	24.14	49.95	72.58
10-5170-45-00	Life Insurance		47.00	47.00	23.64	7.88	50.30	23.36
10-5175-45-00	Liability (TML)/Workers' Comp	17.00	61.00	78.00	85.66		109.82	(7.66)
10-5180-45-00	TMRS Expense		2,582.00	2,582.00	1,264.02	371.77	48.96	1,317.98
10-5185-45-00	Long Term/Short Term Disabilit		98.00	98.00			-	98.00
10-5190-45-00	Contract Labor	40,000.00	(16,667.00)	23,333.00	20,877.54	(2,122.50)	89.48	2,455.46
10-5191-45-00	Hiring Cost				117.07		-	(117.07)
10-5210-45-00	Supplies	2,000.00		2,000.00	3,182.16	1,033.92	159.11	(1,182.16)
10-5212-45-00	Building Supplies	500.00		500.00			-	500.00
10-5220-45-00	Office Equipment	1,000.00		1,000.00	1,732.58	178.99	173.26	(732.58)
10-5230-45-00	Dues,Fees,& Subscriptions	5,600.00		5,600.00	3,497.99	297.99	62.46	2,102.01
10-5240-45-00	Postage and Delivery	400.00		400.00			-	400.00
10-5250-45-00	Publications				187.20		-	(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	8,441.03	448.85	70.34	3,558.97

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %	Current Remaining
		<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>_____</u>	<u>Budget</u>
10-5418-45-00	IT Fees	375.00		375.00			-	375.00
10-5430-45-00	Legal Fees				171.00	171.00	-	(171.00)
10-5480-45-00	Contracted Services	2,652.00		2,652.00			-	2,652.00
10-5520-45-00	Telephones		540.00	540.00	263.85	263.85	48.86	276.15
10-5525-45-00	Electricity	5,500.00		5,500.00			-	5,500.00
10-5526-45-00	Data Network				96.81		-	(96.81)
10-5530-45-00	Travel	700.00		700.00	1,235.90	1,235.90	176.56	(535.90)
10-5533-45-00	Mileage Expense	600.00		600.00	58.66	22.26	9.78	541.34
10-5536-45-00	Training/Seminars	500.00		500.00	250.00	250.00	50.00	250.00
10-5600-45-00	Special Events	600.00		600.00	117.46	117.46	19.58	482.54
	Subtotal object - 0	98,041.00	17,295.00	115,336.00	75,142.85	8,382.82	65.15	40,193.15
Program number:		98,041.00	17,295.00	115,336.00	75,142.85	8,382.82	65.15	40,193.15
Department number: 45	Public Library	98,041.00	17,295.00	115,336.00	75,142.85	8,382.82	65.15	40,193.15
10-5110-60-00	Salaries & Wages	590,082.00	(24,222.00)	565,860.00	426,378.32	44,492.14	75.35	139,481.68
10-5115-60-00	Salaries - Overtime	9,000.00	1,600.00	10,600.00	11,630.34	2,102.44	109.72	(1,030.34)
10-5126-60-00	Salaries-Vacation Buy-Out				772.00		-	(772.00)
10-5140-60-00	Salaries - Longevity Pay	2,583.00	1,572.00	4,155.00	1,735.00		41.76	2,420.00
10-5145-60-00	Social Security Expense	29,871.00		29,871.00	25,551.33	2,683.90	85.54	4,319.67
10-5150-60-00	Medicare Expense	6,986.00		6,986.00	5,975.73	627.67	85.54	1,010.27
10-5155-60-00	SUTA Expense	482.00	933.00	1,415.00	1,489.06		105.23	(74.06)
10-5160-60-00	Health Insurance	75,912.00		75,912.00	49,488.47	5,598.24	65.19	26,423.53
10-5165-60-00	Dental Insurance	5,061.00		5,061.00	2,739.89	313.82	54.14	2,321.11
10-5170-60-00	Life Insurance/AD&D	1,057.00		1,057.00	957.42	110.32	90.58	99.58
10-5175-60-00	Liability (TML) Workers Comp	610.00	4,958.00	5,568.00	5,568.06		100.00	(0.06)
10-5180-60-00	TMRS Expense	63,175.00		63,175.00	47,309.23	5,030.57	74.89	15,865.77
10-5185-60-00	Long Term/Short Term Disabilit	876.00		876.00	766.33		87.48	109.67
10-5186-60-00	WELLE-Wellness Prog Reimb Empl	4,620.00		4,620.00	2,315.25	245.00	50.11	2,304.75
10-5191-60-00	Hiring Cost		384.00	384.00	383.29		99.82	0.71
10-5210-60-00	Office Supplies	1,500.00	800.00	2,300.00	2,002.66		87.07	297.34
10-5212-60-00	Building Supplies	1,500.00		1,500.00	32.73		2.18	1,467.27
10-5220-60-00	Office Equipment	5,560.00		5,560.00	5,085.97	4.78	91.47	474.03
10-5230-60-00	Dues,Fees,& Subscriptions	2,850.00		2,850.00	998.31	2.55	35.03	1,851.69
10-5240-60-00	Postage and Delivery	175.00		175.00	40.82		23.33	134.18
10-5280-60-00	Printing and Reproduction	300.00	250.00	550.00	369.97		67.27	180.03
10-5290-60-00	Miscellaneous Expense	1,500.00	(1,500.00)				-	
10-5310-60-00	Rental Expense	22,000.00	2,300.00	24,300.00	20,675.00	1,812.00	85.08	3,625.00
10-5320-60-00	Repairs & Maintenance	424,500.00	(23,024.00)	401,476.00	170,153.47	14,043.72	42.38	231,322.53
10-5350-60-00	Vehicle Expense	4,500.00		4,500.00	4,312.57		95.84	187.43
10-5352-60-00	Fuel	17,000.00		17,000.00	10,488.67	1,847.90	61.70	6,511.33
10-5353-60-00	Oil/Grease/Inspections	2,000.00		2,000.00	828.98	39.75	41.45	1,171.02
10-5400-60-00	Uniform Expense	5,700.00	1,600.00	7,300.00	6,553.65	1,763.28	89.78	746.35
10-5410-60-00	Professional Services	125,000.00		125,000.00	26,081.07	5,340.90	20.87	98,918.93
10-5418-60-00	IT Fees	3,100.00		3,100.00	1,887.11		60.88	1,212.89
10-5419-60-00	IT Licenses		450.00	450.00	328.20		72.93	121.80
10-5430-60-00	Legal Fees	2,000.00	3,000.00	5,000.00	5,415.00	1,159.00	108.30	(415.00)
10-5435-60-00	Legal Notices/Filings				53.40		-	(53.40)

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %	Current Remaining
		<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>_____</u>	<u>Budget</u>
10-5480-60-00	Contracted Services	154,800.00		154,800.00	80,766.45	19,966.50	52.18	74,033.55
10-5520-60-00	Telephones		8,300.00	8,300.00	6,888.43	1,667.51	82.99	1,411.57
10-5521-60-00	Cell Phone Expense	5,900.00	(5,900.00)				-	
10-5525-60-00	Electricity	88,000.00	6,900.00	94,900.00	79,737.80	8,102.27	84.02	15,162.20
10-5526-60-00	Data Network	1,700.00		1,700.00	760.32	84.48	44.73	939.68
10-5530-60-00	Travel/Lodging/Meals Expense	3,800.00		3,800.00	471.42		12.41	3,328.58
10-5533-60-00	Mileage Expense	2,000.00		2,000.00	1,257.20	252.36	62.86	742.80
10-5536-60-00	Training/Seminars	6,750.00		6,750.00	851.05		12.61	5,898.95
10-5600-60-00	Special Events	49,700.00		49,700.00	29,558.74	431.99	59.47	20,141.26
10-5620-60-00	Tools & Equipment		10,700.00	10,700.00	5,386.74		50.34	5,313.26
10-5630-60-00	Safety Equipment	1,600.00	200.00	1,800.00	1,550.81	360.80	86.16	249.19
10-5640-60-00	Signs & Hardware	2,800.00		2,800.00	565.50		20.20	2,234.50
10-6140-60-00	Capital Expenditure - Equipmen		10,699.00	10,699.00	10,699.18		100.00	(0.18)
10-6160-60-00	Capital Expenditure - Vehicles	52,000.00		52,000.00	40,655.83		78.18	11,344.17
	Subtotal object - 0	1,778,550.00		1,778,550.00	1,097,516.77	118,083.89	61.71	681,033.23
Program number:		1,778,550.00		1,778,550.00	1,097,516.77	118,083.89	61.71	681,033.23
Department number: 60	Parks and Recreation	1,778,550.00		1,778,550.00	1,097,516.77	118,083.89	61.71	681,033.23
10-5110-70-00	Salaries & Wages		93,902.00	93,902.00	68,975.02	7,535.68	73.45	24,926.98
10-5115-70-00	Salaries - Overtime	77,027.00	(77,027.00)		146.25		-	(146.25)
10-5128-70-00	Language Pay				450.00		-	(450.00)
10-5140-70-00	Salaries - Longevity Pay	185.00		185.00			-	185.00
10-5145-70-00	Social Security Expense	4,787.00	1,050.00	5,837.00	4,056.08	440.44	69.49	1,780.92
10-5150-70-00	Medicare Expense	1,120.00	250.00	1,370.00	948.60	103.01	69.24	421.40
10-5155-70-00	SUTA Expense	77.00		77.00	393.63	35.71	511.21	(316.63)
10-5160-70-00	Health Insurance	5,400.00		5,400.00	4,447.74	442.36	82.37	952.26
10-5165-70-00	Dental Insurance	360.00		360.00	229.99	24.14	63.89	130.01
10-5170-70-00	Life Insurance/AD&D	114.00		114.00	74.98	7.88	65.77	39.02
10-5175-70-00	Liability (TML) Workers Comp	98.00		98.00	119.93		122.38	(21.93)
10-5180-70-00	TMRS Expense	8,107.00		8,107.00	7,329.87	809.34	90.41	777.13
10-5185-70-00	Long Term/Short Term Disabilit	143.00		143.00	120.80		84.48	22.20
10-5186-70-00	WELLE-Wellness Prog Reimb Empl	420.00		420.00			-	420.00
10-5190-70-00	Contract Labor	4,800.00		4,800.00	3,350.00	290.00	69.79	1,450.00
10-5191-70-00	Hiring Cost				43.33		-	(43.33)
10-5210-70-00	Office Supplies	1,500.00		1,500.00	2,197.76		146.52	(697.76)
10-5212-70-00	Building Supplies	1,000.00		1,000.00	994.82		99.48	5.18
10-5220-70-00	Office Equipment				232.03		-	(232.03)
10-5230-70-00	Dues,Fees,& Subscriptions	330.00		330.00	40.00		12.12	290.00
10-5240-70-00	Postage and Delivery	1,000.00		1,000.00	391.80	100.00	39.18	608.20
10-5250-70-00	Publications	100.00		100.00	84.34		84.34	15.66
10-5280-70-00	Printing and Reproduction	1,000.00		1,000.00	1,384.54	203.07	138.45	(384.54)
10-5310-70-00	Rental Expense	24,000.00		24,000.00	20,461.10	2,131.51	85.26	3,538.90
10-5400-70-00	Uniform Expense	60.00		60.00			-	60.00
10-5418-70-00	IT Fees	500.00		500.00	3,278.00		655.60	(2,778.00)
10-5420-70-00	Municipal Court/Judge Fees	9,600.00		9,600.00	7,676.22	750.00	79.96	1,923.78
10-5425-70-00	State Fines Expense	106,800.00	(37,475.00)	69,325.00	37,285.27	69.79	53.78	32,039.73
10-5430-70-00	Legal Fees				28,739.98		-	(28,739.98)

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %	Current Remaining
		<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>_____</u>	<u>Budget</u>
10-5480-70-00	Contracted Services	2,000.00		2,000.00	305.00	30.00	15.25	1,695.00
10-5481-70-00	Cash Over/Short				(5.00)		-	5.00
10-5520-70-00	Telephones	300.00		300.00	1,181.97		393.99	(881.97)
10-5524-70-00	Gas-Building	900.00		900.00	411.76	41.13	45.75	488.24
10-5525-70-00	Electricity	2,000.00		2,000.00	742.10	65.34	37.11	1,257.90
10-5530-70-00	Travel/Lodging/Meals Expense	800.00		800.00			-	800.00
10-5533-70-00	Mileage Expense	1,500.00		1,500.00			-	1,500.00
10-5536-70-00	Training/Seminars	1,000.00		1,000.00			-	1,000.00
	Subtotal object - 0	257,028.00	(19,300.00)	237,728.00	196,087.91	13,079.40	82.48	41,640.09
Program number:		257,028.00	(19,300.00)	237,728.00	196,087.91	13,079.40	82.48	41,640.09
Department number: 70	Municipal Court	257,028.00	(19,300.00)	237,728.00	196,087.91	13,079.40	82.48	41,640.09
10-5110-80-00	Salaries & Wages	441,348.00		441,348.00	289,193.32	35,714.50	65.53	152,154.68
10-5115-80-00	Salaries - Overtime	8,000.00	6,000.00	14,000.00	8,904.10	1,036.14	63.60	5,095.90
10-5140-80-00	Salaries - Longevity Pay	2,359.00		2,359.00	1,540.00		65.28	819.00
10-5141-80-00	Salaries - Incentive	3,234.00		3,234.00	250.00		7.73	2,984.00
10-5145-80-00	Social Security Expense	25,434.00		25,434.00	17,594.45	2,137.98	69.18	7,839.55
10-5150-80-00	Medicare Expense	5,948.00		5,948.00	4,114.82	499.99	69.18	1,833.18
10-5155-80-00	SUTA Expense	451.00		451.00	714.75	159.38	158.48	(263.75)
10-5160-80-00	Health Insurance	48,600.00		48,600.00	28,382.56	3,899.28	58.40	20,217.44
10-5165-80-00	Dental Insurance	3,240.00		3,240.00	1,369.02	168.98	42.25	1,870.98
10-5170-80-00	Life Insurance/AD&D	914.00		914.00	528.21	65.48	57.79	385.79
10-5175-80-00	Liability (TML) Workers Comp	580.00	1,108.00	1,688.00	1,687.55		99.97	0.45
10-5180-80-00	TMRs Expense	47,769.00		47,769.00	32,147.89	3,956.41	67.30	15,621.11
10-5185-80-00	Long Term/Short Term Disabilit	830.00		830.00	481.78		58.05	348.22
10-5186-80-00	WELLE-Wellness Prog Reimb Empl	3,360.00		3,360.00	1,302.00	87.50	38.75	2,058.00
10-5190-80-00	Contract Labor	1,200.00		1,200.00	1,320.00	120.00	110.00	(120.00)
10-5191-80-00	Hiring Cost	60.00	445.00	505.00	652.06		129.12	(147.06)
10-5210-80-00	Office Supplies	7,000.00		7,000.00	5,297.26	1,846.26	75.68	1,702.74
10-5212-80-00	Building Supplies	500.00		500.00	532.75		106.55	(32.75)
10-5220-80-00	Office Equipment	13,000.00		13,000.00	12,273.44	7,454.60	94.41	726.56
10-5230-80-00	Dues,Fees,& Subscriptions	67,350.00		67,350.00	47,725.00	3,465.00	70.86	19,625.00
10-5240-80-00	Postage and Delivery	50.00		50.00			-	50.00
10-5280-80-00	Printing and Reproduction	2,000.00		2,000.00	1,543.00	639.39	77.15	457.00
10-5320-80-00	Repairs & Maintenance	1,000.00		1,000.00			-	1,000.00
10-5340-80-00	Building Repairs	150.00		150.00	70.25		46.83	79.75
10-5350-80-00	Vehicle Expense	1,500.00	4,100.00	5,600.00	4,694.87	110.00	83.84	905.13
10-5352-80-00	Fuel	12,000.00	(5,053.00)	6,947.00	4,775.98	947.43	68.75	2,171.02
10-5353-80-00	Oil/Grease/Inspections	2,400.00		2,400.00	274.19		11.43	2,125.81
10-5400-80-00	Uniform Expense	2,700.00		2,700.00	167.50		6.20	2,532.50
10-5415-80-00	Tuition Reimbursement	5,100.00	(5,100.00)				-	
10-5418-80-00	IT Fees	4,000.00		4,000.00	1,909.00		47.73	2,091.00
10-5430-80-00	Legal Fees	4,000.00		4,000.00	2,318.00	1,368.00	57.95	1,682.00
10-5465-80-00	Public Relations	500.00		500.00			-	500.00
10-5480-80-00	Contracted Services	750.00	3,500.00	4,250.00	3,800.10	60.00	89.41	449.90
10-5520-80-00	Telephones	1,500.00	2,880.00	4,380.00	2,973.75	256.03	67.89	1,406.25
10-5521-80-00	Cell Phone Expense	2,880.00	(2,880.00)				-	

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %	Current Remaining
		<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>_____</u>	<u>Budget</u>
10-5525-80-00	Electricity	6,500.00		6,500.00	4,510.21	441.50	69.39	1,989.79
10-5526-80-00	Data Network	3,200.00		3,200.00	2,355.38	227.94	73.61	844.62
10-5530-80-00	Travel/Lodging/Meals Expense	600.00		600.00	74.02		12.34	525.98
10-5533-80-00	Mileage Expense	6,000.00	(5,000.00)	1,000.00	427.33		42.73	572.67
10-5536-80-00	Training/Seminars	7,975.00		7,975.00	3,681.00	295.00	46.16	4,294.00
10-5630-80-00	Safety Equipment	800.00		800.00	529.97		66.25	270.03
10-6110-80-00	Capital Expenditure	30,000.00		30,000.00	31,201.77	1,063.49	104.01	(1,201.77)
10-6160-80-00	Capital Expenditure - Vehicles	20,000.00		20,000.00	15,411.72		77.06	4,588.28
	Subtotal object - 0	796,782.00		796,782.00	536,729.00	66,020.28	67.36	260,053.00
Program number:		796,782.00		796,782.00	536,729.00	66,020.28	67.36	260,053.00
Department number: 80	Inspections	796,782.00		796,782.00	536,729.00	66,020.28	67.36	260,053.00
10-5110-85-00	Salaries & Wages	47,312.00		47,312.00	37,834.37	3,640.00	79.97	9,477.63
10-5115-85-00	Salaries - Overtime	1,500.00		1,500.00	713.25		47.55	786.75
10-5140-85-00	Salaries - Longevity Pay	387.00		387.00	205.00		52.97	182.00
10-5141-85-00	Salaries - Incentive	750.00		750.00	1,000.00		133.33	(250.00)
10-5145-85-00	Social Security Expense	3,097.00		3,097.00	2,437.73	222.84	78.71	659.27
10-5150-85-00	Medicare Expense	724.00		724.00	570.11	52.11	78.74	153.89
10-5155-85-00	SUTA Expense	50.00		50.00	(45.00)		(90.00)	95.00
10-5160-85-00	Health Insurance	5,400.00		5,400.00	3,214.69	337.56	59.53	2,185.31
10-5165-85-00	Dental Insurance	360.00		360.00	228.12	24.14	63.37	131.88
10-5170-85-00	Life Insurance/AD&D	106.00		106.00	74.47	7.88	70.26	31.53
10-5175-85-00	Liability (TML) Workers' Comp	63.00	177.00	240.00	239.85		99.94	0.15
10-5180-85-00	TMRs Expense	5,244.00		5,244.00	4,270.23	394.69	81.43	973.77
10-5185-85-00	Long Term/Short Term Disabilit	88.00		88.00	74.24		84.36	13.76
10-5186-85-00	WELLE-Wellness Prog Reimb Empl	420.00		420.00	330.75	35.00	78.75	89.25
10-5190-85-00	Contract Labor	15,000.00	(12,000.00)	3,000.00			-	3,000.00
10-5210-85-00	Office Supplies	500.00		500.00	364.32	43.97	72.86	135.68
10-5212-85-00	Building Supplies				13.09		-	(13.09)
10-5230-85-00	Dues,Fees,& Subscriptions	200.00	150.00	350.00	266.00		76.00	84.00
10-5240-85-00	Postage and Delivery	400.00		400.00	4.90	4.90	1.23	395.10
10-5280-85-00	Printing and Reproduction	1,200.00		1,200.00			-	1,200.00
10-5350-85-00	Vehicle Expense	500.00		500.00	30.70		6.14	469.30
10-5352-85-00	Fuel	1,000.00	800.00	1,800.00	1,134.09	85.04	63.01	665.91
10-5353-85-00	Oil/Grease/Inspections	100.00		100.00			-	100.00
10-5400-85-00	Uniform Expense	200.00		200.00	89.98		44.99	110.02
10-5418-85-00	IT Fees		111.00	111.00	111.00		100.00	
10-5430-85-00	Legal Fees	8,000.00	(1,655.00)	6,345.00	959.00		15.11	5,386.00
10-5435-85-00	Legal Notices/Filings	500.00		500.00	152.25		30.45	347.75
10-5480-85-00	Contracted Services	68,000.00	12,000.00	80,000.00	70,982.00	16,263.00	88.73	9,018.00
10-5520-85-00	Telephones	300.00	500.00	800.00	413.60	29.58	51.70	386.40
10-5521-85-00	Cell Phone Expense	500.00	(500.00)				-	
10-5526-85-00	Data Network				265.93	37.99	-	(265.93)
10-5536-85-00	Training/Seminars	500.00		500.00	310.00		62.00	190.00
10-5600-85-00	Special Events	1,000.00		1,000.00	148.26		14.83	851.74
10-5620-85-00	Tools & Equipment	250.00		250.00	73.90		29.56	176.10
10-5640-85-00	Signs & Hardware	500.00	417.00	917.00	1,856.56	521.86	202.46	(939.56)

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %	Current Remaining
		<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>		<u>Budget</u>
	Subtotal object - 0	164,151.00		164,151.00	128,323.39	21,700.56	78.17	35,827.61
Program number:		164,151.00		164,151.00	128,323.39	21,700.56	78.17	35,827.61
Department number: 85	Code Enforcement	164,151.00		164,151.00	128,323.39	21,700.56	78.17	35,827.61
10-5110-90-00	Salaries & Wages	213,259.00		213,259.00	165,006.89	13,144.22	77.37	48,252.11
10-5115-90-00	Salaries - Overtime	500.00		500.00	65.68		13.14	434.32
10-5126-90-00	Salaries-Vacation Buy-Out				3,938.92		-	(3,938.92)
10-5140-90-00	Salaries - Longevity Pay	1,059.00		1,059.00	740.00		69.88	319.00
10-5141-90-00	Salaries - Incentive	1,000.00		1,000.00			-	1,000.00
10-5145-90-00	Social Security Expense	13,381.00		13,381.00	9,859.55	749.83	73.68	3,521.45
10-5150-90-00	Medicare Expense	3,129.00		3,129.00	2,305.86	175.36	73.69	823.14
10-5155-90-00	SUTA Expense	216.00		216.00	165.40		76.57	50.60
10-5160-90-00	Health Insurance	16,408.00		16,408.00	14,677.99	1,258.06	89.46	1,730.01
10-5165-90-00	Dental Insurance	1,094.00		1,094.00	636.09	48.28	58.14	457.91
10-5170-90-00	Life Insurance/AD&D	318.00		318.00	207.64	15.76	65.30	110.36
10-5175-90-00	Liability (TML) Workers Comp	273.00	211.00	484.00	483.14		99.82	0.86
10-5180-90-00	TMRS Expense	22,661.00		22,661.00	18,211.42	1,419.21	80.37	4,449.58
10-5185-90-00	Long Term/Short Term Disabilit	397.00		397.00	321.20		80.91	75.80
10-5186-90-00	WELLE-Wellness Prog Reimb Empl	1,260.00		1,260.00	922.25	70.00	73.19	337.75
10-5190-90-00	Contract Labor	1,300.00		1,300.00	1,320.00	120.00	101.54	(20.00)
10-5191-90-00	Hiring Cost	50.00		50.00	3.32		6.64	46.68
10-5210-90-00	Office Supplies	3,500.00		3,500.00	2,414.98	883.91	69.00	1,085.02
10-5212-90-00	Building Supplies	250.00		250.00			-	250.00
10-5230-90-00	Dues,Fees,& Subscriptions	5,000.00		5,000.00	969.90		19.40	4,030.10
10-5240-90-00	Postage and Delivery	200.00		200.00			-	200.00
10-5400-90-00	Uniform Expense	300.00		300.00			-	300.00
10-5410-90-00	Professional Services	132,000.00	8,000.00	140,000.00	78,357.12	11,500.00	55.97	61,642.88
10-5415-90-00	Tuition Reimbursement	5,000.00	(5,000.00)				-	
10-5418-90-00	IT Fees				260.50	149.50	-	(260.50)
10-5430-90-00	Legal Fees	50,000.00	(3,211.00)	46,789.00	10,611.04	(693.96)	22.68	36,177.96
10-5435-90-00	Legal Notices/Filings	1,500.00		1,500.00	322.00	52.50	21.47	1,178.00
10-5520-90-00	Telephones	3,300.00	2,400.00	5,700.00	1,950.56	286.66	34.22	3,749.44
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	2,540.88	135.89	30.80	5,709.12
10-5530-90-00	Travel/Lodging/Meals Expense	2,000.00		2,000.00	506.49		25.33	1,493.51
10-5533-90-00	Mileage Expense	1,500.00		1,500.00	147.71		9.85	1,352.29
10-5536-90-00	Training/Seminars	4,000.00		4,000.00	976.15		24.40	3,023.85
10-5640-90-00	Signs & Hardware				560.00		-	(560.00)
	Subtotal object - 0	495,505.00		495,505.00	318,482.68	29,315.22	64.27	177,022.32
Program number:		495,505.00		495,505.00	318,482.68	29,315.22	64.27	177,022.32
Department number: 90	Planning	495,505.00		495,505.00	318,482.68	29,315.22	64.27	177,022.32
10-5110-98-00	Salaries & Wages	354,304.00	(6,500.00)	347,804.00	250,227.37	25,638.66	71.95	97,576.63
10-5126-98-00	Salaries-Vacation Buy-Out				5,126.44		-	(5,126.44)
10-5140-98-00	Salaries - Longevity Pay	749.00		749.00	440.00		58.75	309.00
10-5141-98-00	Salaries - Incentive	300.00		300.00			-	300.00
10-5143-98-00	Cell Phone Allowance				720.00	90.00	-	(720.00)
10-5145-98-00	Social Security Expense	22,032.00		22,032.00	14,119.55	1,441.96	64.09	7,912.45

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %	Current Remaining
		<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>		<u>Budget</u>
10-5150-98-00	Medicare Expense	5,153.00		5,153.00	3,406.28	337.24	66.10	1,746.72
10-5155-98-00	SUTA Expense	355.00		355.00	385.68		108.64	(30.68)
10-5160-98-00	Health Insurance	16,408.00		16,408.00	16,816.89	1,850.74	102.49	(408.89)
10-5165-98-00	Dental Insurance	1,094.00		1,094.00	649.37	72.42	59.36	444.63
10-5170-98-00	Life Insurance/AD&D	342.00		342.00	270.40	29.94	79.06	71.60
10-5175-98-00	Liability (TML) Workers Comp	450.00		450.00	227.01		50.45	222.99
10-5180-98-00	TMRS Expense	37,312.00		37,312.00	27,435.72	2,767.01	73.53	9,876.28
10-5185-98-00	Long Term/Short Term Disabilit	660.00		660.00	472.56		71.60	187.44
10-5186-98-00	WELLE-Wellness Prog Reimb Empl	1,260.00		1,260.00	330.75	35.00	26.25	929.25
10-5191-98-00	Hiring Cost		80.00	80.00	80.00		100.00	
10-5210-98-00	Office Supplies	800.00	1,500.00	2,300.00	1,881.61		81.81	418.39
10-5212-98-00	Building Supplies	350.00		350.00	135.11		38.60	214.89
10-5220-98-00	Office Equipment		830.00	830.00	830.50		100.06	(0.50)
10-5230-98-00	Dues,Fees,& Subscriptions	900.00		900.00	726.72	627.08	80.75	173.28
10-5240-98-00	Postage and Delivery	20.00	20.00	40.00	258.29	191.36	645.73	(218.29)
10-5250-98-00	Publications		83.00	83.00	83.00		100.00	
10-5280-98-00	Printing and Reproduction		79.00	79.00	78.51		99.38	0.49
10-5290-98-00	Miscellaneous Expense		62.00	62.00	62.02		100.03	(0.02)
10-5350-98-00	Vehicle Expense		521.00	521.00	520.92		99.99	0.08
10-5400-98-00	Uniform Expense	100.00		100.00	96.00		96.00	4.00
10-5418-98-00	IT Fees	250.00		250.00	241.00		96.40	9.00
10-5419-98-00	IT Licenses		563.00	563.00	890.80		158.22	(327.80)
10-5430-98-00	Legal Fees	8,500.00	(1,500.00)	7,000.00	9,715.83	3,264.00	138.80	(2,715.83)
10-5435-98-00	Legal Notices/Filings		2,000.00	2,000.00	2,036.26		101.81	(36.26)
10-5520-98-00	Telephones		3,060.00	3,060.00	2,742.08	293.76	89.61	317.92
10-5521-98-00	Cell Phone Expense	3,060.00	(3,060.00)				-	
10-5524-98-00	Gas-Building		1,608.00	1,608.00	1,428.83	41.02	88.86	179.17
10-5525-98-00	Electricity		700.00	700.00	674.12		96.30	25.88
10-5530-98-00	Travel/Lodging/Meals Expense	3,250.00	(1,500.00)	1,750.00	576.88		32.97	1,173.12
10-5533-98-00	Mileage Expense	2,500.00	(1,200.00)	1,300.00	765.74		58.90	534.26
10-5536-98-00	Training/Seminars	7,000.00	(3,846.00)	3,154.00	838.49	357.91	26.59	2,315.51
10-6110-98-00	Capital Expenditure	20,000.00	6,500.00	26,500.00	25,574.18		96.51	925.82
	Subtotal object - 0	487,149.00		487,149.00	370,864.91	37,038.10	76.13	116,284.09
Program number:		487,149.00		487,149.00	370,864.91	37,038.10	76.13	116,284.09
Department number: 98	Engineering	487,149.00		487,149.00	370,864.91	37,038.10	76.13	116,284.09
	Expense Subtotal - - - - -	12,457,760.00	(2,005.00)	12,455,755.00	8,604,725.71	823,767.76	69.08	3,851,029.29
Fund number: 10	General	696,443.00	(2,005.00)	694,438.00	(2,752,935.55)	(57,695.61)	---	3,447,373.55
20-4005-50-00	Water Revenue	(5,200,000.00)		(5,200,000.00)	(3,531,013.96)	(515,675.77)	67.90	(1,668,986.04)
20-4010-50-00	Water Tap & Construction	(300,000.00)		(300,000.00)	(414,982.85)	(74,425.00)	138.33	114,982.85
20-4012-50-00	Saturday Inspection Fee	(2,500.00)		(2,500.00)	(5,250.00)	(300.00)	210.00	2,750.00
20-4018-50-00	Internet Cr. Card Fees(Global)	(14,000.00)		(14,000.00)	(15,582.48)	(1,872.01)	111.30	1,582.48
20-4019-50-00	Cr. Card Pmt Fees(auth.net)	(1,900.00)		(1,900.00)	(3,014.22)	(407.99)	158.64	1,114.22
20-4060-50-00	NSF Fees	(1,200.00)		(1,200.00)	(850.00)	(100.00)	70.83	(350.00)
20-4242-50-00	Re-Inspection Fees	(2,000.00)		(2,000.00)	(1,125.00)	(350.00)	56.25	(875.00)
20-4610-50-00	Interest Income	(70,000.00)		(70,000.00)	(59,466.16)	(4,613.92)	84.95	(10,533.84)
20-4910-50-00	Other Revenue	(80,000.00)		(80,000.00)	(63,158.74)	(5,238.56)	78.95	(16,841.26)

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %	Current Remaining
		<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>		<u>Budget</u>
	Subtotal object - 0	(5,671,600.00)		(5,671,600.00)	(4,094,443.41)	(602,983.25)	72.19	(1,577,156.59)
Program number:		(5,671,600.00)		(5,671,600.00)	(4,094,443.41)	(602,983.25)	72.19	(1,577,156.59)
Department number: 50	Water	(5,671,600.00)		(5,671,600.00)	(4,094,443.41)	(602,983.25)	72.19	(1,577,156.59)
20-4006-55-00	Sewer Revenue	(2,247,850.00)		(2,247,850.00)	(2,051,678.01)	(207,343.70)	91.27	(196,171.99)
20-4010-55-00	Sewer Tap & Construction	(150,000.00)		(150,000.00)	(159,461.45)	(27,200.00)	106.31	9,461.45
20-4910-55-00	Other Revenue				(1,006.43)		-	1,006.43
	Subtotal object - 0	(2,397,850.00)		(2,397,850.00)	(2,212,145.89)	(234,543.70)	92.26	(185,704.11)
Program number:		(2,397,850.00)		(2,397,850.00)	(2,212,145.89)	(234,543.70)	92.26	(185,704.11)
Department number: 55	Sewer	(2,397,850.00)		(2,397,850.00)	(2,212,145.89)	(234,543.70)	92.26	(185,704.11)
20-4000-57-00	W/S Service Initiation	(50,000.00)		(50,000.00)	(43,160.00)	(6,825.00)	86.32	(6,840.00)
20-4007-57-00	Sanitation	(800,000.00)		(800,000.00)	(745,820.51)	(75,765.84)	93.23	(54,179.49)
20-4009-57-00	Late Fee-W/S	(56,000.00)		(56,000.00)	(68,277.40)	(5,631.95)	121.92	12,277.40
	Subtotal object - 0	(906,000.00)		(906,000.00)	(857,257.91)	(88,222.79)	94.62	(48,742.09)
Program number:		(906,000.00)		(906,000.00)	(857,257.91)	(88,222.79)	94.62	(48,742.09)
Department number: 57	Utility Billing Department	(906,000.00)		(906,000.00)	(857,257.91)	(88,222.79)	94.62	(48,742.09)
	Revenue Subtotal - - - - -	(8,975,450.00)		(8,975,450.00)	(7,163,847.21)	(925,749.74)	79.82	(1,811,602.79)
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	423,489.45	46,007.25	80.59	102,005.55
20-5115-50-00	Salaries - Overtime	25,000.00		25,000.00	28,821.35	3,005.21	115.29	(3,821.35)
20-5140-50-00	Salaries - Longevity Pay	2,311.00		2,311.00	1,545.00		66.85	766.00
20-5141-50-00	Salary-Incentive				250.00		-	(250.00)
20-5145-50-00	Social Security Expense	29,526.00		29,526.00	26,860.21	2,870.97	90.97	2,665.79
20-5150-50-00	Medicare Expense	6,905.00		6,905.00	6,281.84	671.46	90.98	623.16
20-5155-50-00	SUTA Expense	476.00		476.00	1,143.45	50.82	240.22	(667.45)
20-5160-50-00	Health Insurance	59,400.00		59,400.00	42,818.41	5,145.76	72.09	16,581.59
20-5165-50-00	Dental Insurance	3,544.00		3,544.00	2,463.49	289.68	69.51	1,080.51
20-5170-50-00	Life Insurance/AD&D	779.00		779.00	920.49	105.70	118.16	(141.49)
20-5175-50-00	Liability (TML) Workers' Comp	603.00		603.00	10,635.84		---	(10,032.84)
20-5176-50-00	TML Prop. & Liab Insurance	35,000.00		35,000.00	26,708.60		76.31	8,291.40
20-5180-50-00	TMRS Expense	58,045.00		58,045.00	48,270.02	5,052.91	83.16	9,774.98
20-5185-50-00	Long Term/Short Term Disabilit	767.00		767.00	778.66		101.52	(11.66)
20-5186-50-00	WELLE-Wellness Prog Reimb-Empl	3,780.00		3,780.00	2,280.25	245.00	60.32	1,499.75
20-5190-50-00	Contract Labor	15,000.00		15,000.00			-	15,000.00
20-5191-50-00	Hiring Cost	540.00	8.00	548.00	684.72	3.58	124.95	(136.72)
20-5210-50-00	Office Supplies	3,000.00		3,000.00	1,118.43		37.28	1,881.57
20-5212-50-00	Building Supplies	1,500.00	1,500.00	3,000.00	2,298.21	4.76	76.61	701.79
20-5220-50-00	Office Equipment	10,500.00		10,500.00	2,530.00		24.10	7,970.00
20-5230-50-00	Dues,Fees,& Subscriptions	12,444.00		12,444.00	755.91	205.91	6.07	11,688.09
20-5240-50-00	Postage and Delivery	24,000.00	(2,204.00)	21,796.00			-	21,796.00
20-5250-50-00	Publications	50.00		50.00			-	50.00
20-5280-50-00	Printing and Reproduction	8,200.00		8,200.00	1,384.05		16.88	6,815.95
20-5290-50-00	Miscellaneous Expense		296.00	296.00	296.20		100.07	(0.20)
20-5310-50-00	Rental Expense	5,000.00		5,000.00	755.33	425.04	15.11	4,244.67

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %	Current Remaining
		<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>_____</u>	<u>Budget</u>
20-5320-50-00	Repairs & Maintenance	3,500.00		3,500.00	886.82		25.34	2,613.18
20-5340-50-00	Building Repairs	3,900.00		3,900.00	2,018.29	871.55	51.75	1,881.71
20-5350-50-00	Vehicle Expense	25,000.00		25,000.00	18,434.36	244.65	73.74	6,565.64
20-5352-50-00	Fuel	36,500.00		36,500.00	22,673.07	2,838.62	62.12	13,826.93
20-5353-50-00	Oil/Grease/Inspections	2,400.00		2,400.00	554.36		23.10	1,845.64
20-5400-50-00	Uniform Expense	11,100.00		11,100.00	8,700.94	215.27	78.39	2,399.06
20-5410-50-00	Professional Services	5,000.00		5,000.00			-	5,000.00
20-5412-50-00	Audit Fees	1,000.00		1,000.00			-	1,000.00
20-5416-50-00	Engineering Fees	7,000.00		7,000.00			-	7,000.00
20-5418-50-00	IT Fees	23,000.00	68,900.00	91,900.00	12,856.74	1,000.00	13.99	79,043.26
20-5419-50-00	IT Licenses	1,200.00		1,200.00	328.20		27.35	871.80
20-5430-50-00	Legal Fees	2,000.00		2,000.00	646.00		32.30	1,354.00
20-5435-50-00	Legal Notices/Filings	1,000.00		1,000.00	51.80		5.18	948.20
20-5475-50-00	Credit Card Fees	16,000.00		16,000.00	19,582.34	170.40	122.39	(3,582.34)
20-5480-50-00	Contracted Services	94,800.00	(30,000.00)	64,800.00	11,856.57	461.05	18.30	52,943.43
20-5520-50-00	Telephones	6,300.00	9,320.00	15,620.00	7,928.82	1,156.19	50.76	7,691.18
20-5521-50-00	Cell Phone Expense	9,320.00	(9,320.00)				-	
20-5524-50-00	Gas-Building	2,500.00	400.00	2,900.00	2,363.29		81.49	536.71
20-5525-50-00	Electricity	200,000.00	(13,900.00)	186,100.00	88,711.62	628.50	47.67	97,388.38
20-5526-50-00	Data Network	6,800.00		6,800.00	1,173.92		17.26	5,626.08
20-5530-50-00	Travel/Lodging/Meals Expense	1,000.00		1,000.00	610.78	121.18	61.08	389.22
20-5533-50-00	Mileage Expense	2,700.00		2,700.00	331.98		12.30	2,368.02
20-5536-50-00	Training/Seminars	7,200.00		7,200.00	3,639.00		50.54	3,561.00
20-5540-50-00	Water Testing	3,000.00		3,000.00	399.01		13.30	2,600.99
20-5545-50-00	Meter Purchases	220,500.00		220,500.00	135,144.28	67.52	61.29	85,355.72
20-5550-50-00	Water Purchases	1,902,100.00		1,902,100.00	1,454,249.77	147,712.80	76.46	447,850.23
20-5620-50-00	Tools & Equipment	16,000.00		16,000.00	10,491.02	3,611.40	65.57	5,508.98
20-5630-50-00	Safety Equipment	11,200.00		11,200.00	6,546.26	3,018.53	58.45	4,653.74
20-5640-50-00	Signs & Hardware	1,300.00		1,300.00	289.98	14.64	22.31	1,010.02
20-5650-50-00	Maintenance Materials	12,000.00		12,000.00	7,780.53	324.64	64.84	4,219.47
20-5660-50-00	Chemical Supplies	1,000.00		1,000.00	1,262.35		126.24	(262.35)
20-5670-50-00	System Improvements/Repairs	76,650.00		76,650.00	69,213.95	10,058.35	90.30	7,436.05
20-6110-50-00	Capital Expenditure	215,600.00	(25,000.00)	190,600.00			-	190,600.00
20-6140-50-00	Capital Expenditure - Equipmen	95,000.00		95,000.00	94,675.00		99.66	325.00
20-6160-50-00	Capital Expenditure - Vehicles	22,000.00		22,000.00	19,678.08		89.45	2,321.92
20-6186-50-00	2013 Bond Payment	386,928.00		386,928.00	106,277.78		27.47	280,650.22
20-6192-50-00	2011 Refd Bond Pmt	278,084.00		278,084.00	269,963.37		97.08	8,120.63
20-6193-50-00	2012 CO Bond Payment	243,200.00		243,200.00	159,475.00		65.57	83,725.00
20-6197-50-00	2004 CO Bond Payment	538,408.00		538,408.00	98,703.99		18.33	439,704.01
20-6198-50-00	2006 CO Bond Payment	492,952.00		492,952.00	103,476.10		20.99	389,475.90
20-6199-50-00	2008 CO Bond Payment	119,813.00		119,813.00	85,980.00		71.76	33,833.00
20-6200-50-00	Bond Administrative Fees	3,000.00		3,000.00			-	3,000.00
20-7143-50-00	Transfer to Internal Serv. Fd	2,160.00		2,160.00	1,800.00	180.00	83.33	360.00
20-7147-50-00	Transfer to GF	494,610.00		494,610.00	412,175.00	41,217.50	83.33	82,435.00
20-8200-50-00	Bond Issuance Costs				187,342.29		-	(187,342.29)
	Subtotal object - 0	6,436,590.00		6,436,590.00	4,061,362.57	277,996.84	63.10	2,375,227.43

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %	Current Remaining
		<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>		<u>Budget</u>
Program number:		6,436,590.00		6,436,590.00	4,061,362.57	277,996.84	63.10	2,375,227.43
Department number: 50	Water	6,436,590.00		6,436,590.00	4,061,362.57	277,996.84	63.10	2,375,227.43
20-5110-55-00	Salaries & Wages	162,724.00		162,724.00	92,759.60	8,996.70	57.00	69,964.40
20-5115-55-00	Salaries - Overtime	10,000.00		10,000.00	5,119.62	473.11	51.20	4,880.38
20-5140-55-00	Salaries - Longevity Pay	950.00		950.00	645.00		67.90	305.00
20-5145-55-00	Social Security Expense	7,604.00		7,604.00	5,737.88	549.30	75.46	1,866.12
20-5150-55-00	Medicare Expense	2,788.00		2,788.00	1,341.92	128.46	48.13	1,446.08
20-5155-55-00	SUTA Expense	123.00		123.00	(74.20)		(60.33)	197.20
20-5160-55-00	Health Insurance	21,600.00		21,600.00	10,314.51	1,074.34	47.75	11,285.49
20-5165-55-00	Dental Insurance	1,440.00		1,440.00	684.37	72.42	47.53	755.63
20-5170-55-00	Life Insurance/AD&D	337.00		337.00	223.40	23.64	66.29	113.60
20-5175-55-00	Liability (TML) Workers' Comp	204.00		204.00	5,568.06		---	(5,364.06)
20-5180-55-00	TMRS Expense	18,235.00		18,235.00	10,582.18	1,024.58	58.03	7,652.82
20-5185-55-00	Long Term/Short Term Disabilit	281.00		281.00	190.09		67.65	90.91
20-5186-55-00	WELLE-Wellness Prog Reimb-Empl	1,680.00		1,680.00	661.50	70.00	39.38	1,018.50
20-5191-55-00	Hiring Cost	200.00		200.00			-	200.00
20-5210-55-00	Office Supplies	800.00		800.00	503.03		62.88	296.97
20-5212-55-00	Building Supplies	600.00		600.00	543.22	394.96	90.54	56.78
20-5220-55-00	Office Equipment	1,200.00		1,200.00			-	1,200.00
20-5230-55-00	Dues,Fees,& Subscriptions	2,222.00		2,222.00			-	2,222.00
20-5240-55-00	Postage and Delivery	1,200.00		1,200.00			-	1,200.00
20-5250-55-00	Publications	100.00		100.00			-	100.00
20-5260-55-00	Advertising	600.00		600.00			-	600.00
20-5280-55-00	Printing and Reproduction	1,000.00		1,000.00			-	1,000.00
20-5310-55-00	Rental Expense	8,000.00		8,000.00	146.15		1.83	7,853.85
20-5320-55-00	Repairs & Maintenance	400.00		400.00			-	400.00
20-5335-55-00	Radio/Video Repairs	7,000.00		7,000.00	425.00		6.07	6,575.00
20-5340-55-00	Building Repairs	2,000.00		2,000.00			-	2,000.00
20-5350-55-00	Vehicle Expense	6,000.00	2,000.00	8,000.00	7,454.31		93.18	545.69
20-5352-55-00	Fuel	18,000.00	(2,000.00)	16,000.00	3,447.95	451.99	21.55	12,552.05
20-5353-55-00	Oil/Grease/Inspections	1,500.00		1,500.00	39.75		2.65	1,460.25
20-5400-55-00	Uniform Expense	8,600.00		8,600.00	2,010.71	50.00	23.38	6,589.29
20-5410-55-00	Professional Services		8,500.00	8,500.00	5,310.00		62.47	3,190.00
20-5412-55-00	Audit Fees	400.00		400.00			-	400.00
20-5416-55-00	Engineering Fees	1,500.00		1,500.00			-	1,500.00
20-5418-55-00	IT Fees	3,700.00		3,700.00			-	3,700.00
20-5430-55-00	Legal Fees	500.00		500.00	95.00		19.00	405.00
20-5480-55-00	Contracted Services	50,000.00	(10,081.00)	39,919.00	11,567.75		28.98	28,351.25
20-5520-55-00	Telephones	1,000.00	4,560.00	5,560.00	1,550.62	130.73	27.89	4,009.38
20-5521-55-00	Cell Phone Expense	4,560.00	(4,560.00)				-	
20-5524-55-00	Gas - Building	8.00	1,200.00	1,208.00	875.81		72.50	332.19
20-5525-55-00	Electricity	49,300.00		49,300.00	33,499.07	2,373.06	67.95	15,800.93
20-5530-55-00	Travel/Lodging/Meals Expense	600.00		600.00			-	600.00
20-5533-55-00	Mileage Expense	500.00		500.00			-	500.00
20-5536-55-00	Training/Seminars	4,600.00		4,600.00	376.00	111.00	8.17	4,224.00
20-5540-55-00	Water Testing	500.00		500.00			-	500.00

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %	Current Remaining
		<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>		<u>Budget</u>
20-5560-55-00	Sewer Management Fees	1,111,300.00		1,111,300.00	953,937.61	85,013.00	85.84	157,362.39
20-5620-55-00	Tools & Equipment	7,400.00		7,400.00	1,429.95	242.22	19.32	5,970.05
20-5630-55-00	Safety Equipment	11,100.00		11,100.00	2,904.82	1,656.86	26.17	8,195.18
20-5640-55-00	Signs & Hardware	1,000.00		1,000.00	24.85		2.49	975.15
20-5650-55-00	Maintenance Materials	8,000.00		8,000.00	666.28	326.59	8.33	7,333.72
20-5660-55-00	Chemical Supplies	2,000.00		2,000.00			-	2,000.00
20-5670-55-00	System Improvements/Repairs	28,000.00		28,000.00	5,372.50		19.19	22,627.50
20-5680-55-00	Lift Station Expense	30,000.00		30,000.00	16,026.54	1,225.00	53.42	13,973.46
20-6140-55-00	Capital Expenditure - Equipmt	26,000.00		26,000.00	20,579.24		79.15	5,420.76
20-6160-55-00	Capital Expenditure - Vehicles	25,000.00	381.00	25,381.00	25,574.18		100.76	(193.18)
20-7147-55-00	Transfer to GF	214,350.00		214,350.00	178,625.00	17,862.50	83.33	35,725.00
	Subtotal object - 0	1,868,706.00		1,868,706.00	1,406,739.27	122,250.46	75.28	461,966.73
Program number:		1,868,706.00		1,868,706.00	1,406,739.27	122,250.46	75.28	461,966.73
Department number: 55	Sewer	1,868,706.00		1,868,706.00	1,406,739.27	122,250.46	75.28	461,966.73
20-5110-57-00	Salaries & Wages	81,903.00		81,903.00	72,138.44	7,007.06	88.08	9,764.56
20-5115-57-00	Salaries - Overtime	5,000.00		5,000.00	1,774.48	69.76	35.49	3,225.52
20-5140-57-00	Salaries - Longevity Pay	849.00		849.00	415.00		48.88	434.00
20-5141-57-00	Salary-Incentive	800.00		800.00	1,000.00		125.00	(200.00)
20-5145-57-00	Social Security Expense	5,490.00		5,490.00	4,441.53	416.92	80.90	1,048.47
20-5150-57-00	Medicare Expense	1,284.00		1,284.00	1,038.74	97.50	80.90	245.26
20-5155-57-00	SUTA Expense	89.00		89.00	332.86	20.99	374.00	(243.86)
20-5160-57-00	Health Insurance	10,904.00		10,904.00	7,516.38	769.22	68.93	3,387.62
20-5165-57-00	Dental Insurance	727.00		727.00	464.96	48.28	63.96	262.04
20-5170-57-00	AD&D/Life Insurance	183.00		183.00	151.23	15.76	82.64	31.77
20-5175-57-00	Liability (TML) Workers' Comp	112.00		112.00	227.01		202.69	(115.01)
20-5180-57-00	TMRS Expense	7,886.00		7,886.00	7,193.58	669.55	91.22	692.42
20-5185-57-00	Long Term/Short Term Disabilit	152.00		152.00	122.22		80.41	29.78
20-5186-57-00	WELLE-Wellness Prog Reimb-Empl	840.00		840.00	575.75	70.00	68.54	264.25
20-5190-57-00	Contract Labor	50.00		50.00			-	50.00
20-5191-57-00	Hiring Cost	40.00	108.00	148.00	147.10		99.39	0.90
20-5210-57-00	Office Supplies	1,500.00		1,500.00	1,254.99		83.67	245.01
20-5212-57-00	Building Supplies	500.00		500.00	364.45		72.89	135.55
20-5230-57-00	Dues,Fees,& Subscriptions	200.00		200.00	103.89		51.95	96.11
20-5240-57-00	Postage and Delivery	21,000.00		21,000.00	17,643.83	2,037.04	84.02	3,356.17
20-5280-57-00	Printing and Reproduction	1,000.00		1,000.00	500.00		50.00	500.00
20-5400-57-00	Uniform Expense	150.00		150.00			-	150.00
20-5418-57-00	IT Fees	8,000.00		8,000.00	4,112.50		51.41	3,887.50
20-5419-57-00	IT Licenses	10,000.00		10,000.00	10,000.00		100.00	
20-5470-57-00	Trash Collection	718,000.00		718,000.00	616,376.31	69,189.32	85.85	101,623.69
20-5479-57-00	Household Haz. Waste Disposal	2,500.00	1,100.00	3,600.00	3,050.00	250.00	84.72	550.00
20-5480-57-00	Contracted Services	8,983.00		8,983.00	4,696.14	547.51	52.28	4,286.86
20-5481-57-00	Cash Short/Over				2.12	0.03	-	(2.12)
20-5520-57-00	Telephones	800.00		800.00	559.56		69.95	240.44
20-5530-57-00	Travel/Lodging/Meals Expense	300.00		300.00			-	300.00
20-5533-57-00	Mileage Expense	1,500.00	(108.00)	1,392.00			-	1,392.00
20-5536-57-00	Training/Seminars	1,100.00	(1,100.00)				-	

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %	Current Remaining
		<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>		<u>Budget</u>
20-7147-57-00	Transfer to GF	80,200.00		80,200.00	66,833.30	6,683.33	83.33	13,366.70
	Subtotal object - 0	972,042.00		972,042.00	823,036.37	87,892.27	84.67	149,005.63
Program number:		972,042.00		972,042.00	823,036.37	87,892.27	84.67	149,005.63
Department number: 57	Utility Billing Department	972,042.00		972,042.00	823,036.37	87,892.27	84.67	149,005.63
	Expense Subtotal - - - - -	9,277,338.00	3,000,000.00	12,277,338.00	9,291,138.21	488,139.57	75.68	2,986,199.79
Fund number: 20	Water/Sewer	301,888.00	3,000,000.00	3,301,888.00	2,127,291.00	(437,610.17)	64.43	1,174,597.00
30-8100-00-00	OFS: Proceeds fm bond issuance				(6,175,000.00)		-	6,175,000.00
30-8101-00-00	OFS: Proceeds fm bond premium				(764,610.30)		-	764,610.30
	Subtotal object - 0				(6,939,610.30)		-	6,939,610.30
Program number:					(6,939,610.30)		-	6,939,610.30
Department number:	Non departmental				(6,939,610.30)		-	6,939,610.30
30-4105-10-00	Property Taxes -Delinquent	(30,000.00)		(30,000.00)	(73,814.25)	(93.69)	246.05	43,814.25
30-4110-10-00	Property Taxes -Current	(2,763,240.00)		(2,763,240.00)	(3,045,719.41)	(17,451.02)	110.22	282,479.41
30-4115-10-00	Taxes -Penalties	(18,000.00)		(18,000.00)	(24,908.40)	(593.35)	138.38	6,908.40
30-4610-10-00	Interest Income	(12,000.00)		(12,000.00)	(15,557.67)	(1,587.79)	129.65	3,557.67
	Subtotal object - 0	(2,823,240.00)		(2,823,240.00)	(3,159,999.73)	(19,725.85)	111.93	336,759.73
Program number:		(2,823,240.00)		(2,823,240.00)	(3,159,999.73)	(19,725.85)	111.93	336,759.73
Department number: 10	Administrative	(2,823,240.00)		(2,823,240.00)	(3,159,999.73)	(19,725.85)	111.93	336,759.73
	Revenue Subtotal - - - - -	(2,823,240.00)		(2,823,240.00)	(10,099,610.03)	(19,725.85)	357.73	7,276,370.03
30-8200-00-00	OFU: Pmt to bond escrow agent				7,520,684.44		-	(7,520,684.44)
	Subtotal object - 0				7,520,684.44		-	(7,520,684.44)
Program number:					7,520,684.44		-	(7,520,684.44)
Department number:	Non departmental				7,520,684.44		-	(7,520,684.44)
30-6186-10-00	2013 GO Ref Bond	282,672.22		282,672.22	77,722.23		27.50	204,949.99
30-6191-10-00	2010 Tax Note Payment	365,166.25		365,166.25	356,247.50		97.56	8,918.75
30-6192-10-00	2011 Ref Bond Pmt	177,791.00		177,791.00	172,599.13		97.08	5,191.87
30-6193-10-00	2012 GO Bond Payment	112,412.50		112,412.50	56,206.25		50.00	56,206.25
30-6197-10-00	2004 CO Bond Payment	329,992.00		329,992.00	60,496.00		18.33	269,496.00
30-6198-10-00	2006 Bond Payment	455,033.00		455,033.00	95,516.41		20.99	359,516.59
30-6199-10-00	2008 CO Bond Payment	1,078,313.00		1,078,313.00	773,820.00		71.76	304,493.00
30-6200-10-00	Bond Administrative Fees	20,000.00		20,000.00	88,929.34		444.65	(68,929.34)
	Subtotal object - 0	2,821,379.97		2,821,379.97	1,681,536.86		59.60	1,139,843.11
Program number:		2,821,379.97		2,821,379.97	1,681,536.86		59.60	1,139,843.11
Department number: 10	Administrative	2,821,379.97		2,821,379.97	1,681,536.86		59.60	1,139,843.11
	Expense Subtotal - - - - -	2,821,379.97		2,821,379.97	9,202,221.30		326.16	(6,380,841.33)
Fund number: 30	Interest and Sinking	(1,860.03)		(1,860.03)	(897,388.73)	(19,725.85)	---	895,528.70
40-4100-10-00	Charges for Services	(30,000.00)		(30,000.00)	(24,480.00)	(2,520.00)	81.60	(5,520.00)
40-4610-10-00	Interest Income	(500.00)		(500.00)	(473.10)	(42.56)	94.62	(26.90)
40-4995-10-00	Transfer In	(19,160.00)		(19,160.00)	(1,800.00)	(180.00)	9.40	(17,360.00)
	Subtotal object - 0	(49,660.00)		(49,660.00)	(26,753.10)	(2,742.56)	53.87	(22,906.90)
Program number:		(49,660.00)		(49,660.00)	(26,753.10)	(2,742.56)	53.87	(22,906.90)
Department number: 10	General Fund	(49,660.00)		(49,660.00)	(26,753.10)	(2,742.56)	53.87	(22,906.90)
	Revenue Subtotal - - - - -	(49,660.00)		(49,660.00)	(26,753.10)	(2,742.56)	53.87	(22,906.90)
40-5160-10-00	MERP H & D Expense - GF	49,000.00		49,000.00	23,588.88		48.14	25,411.12
	Subtotal object - 0	49,000.00		49,000.00	23,588.88		48.14	25,411.12
Program number:		49,000.00		49,000.00	23,588.88		48.14	25,411.12

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %	Current Remaining
		<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>		<u>Budget</u>
Department number: 10	General Fund	49,000.00		49,000.00	23,588.88		48.14	25,411.12
	Expense Subtotal - - - - -	49,000.00		49,000.00	23,588.88		48.14	25,411.12
Fund number: 40	Internal Service Fund	(660.00)		(660.00)	(3,164.22)	(2,742.56)	479.43	2,504.22
45-4001-10-00	Storm Drainage Utility Fee	(228,800.00)		(228,800.00)	(204,712.71)	(21,275.99)	89.47	(24,087.29)
45-4610-10-00	Interest Storm Utility	(1,600.00)		(1,600.00)	(1,801.39)	(346.84)	112.59	201.39
	Subtotal object - 0	(230,400.00)		(230,400.00)	(206,514.10)	(21,622.83)	89.63	(23,885.90)
Program number:		(230,400.00)		(230,400.00)	(206,514.10)	(21,622.83)	89.63	(23,885.90)
Department number: 10	Administration	(230,400.00)		(230,400.00)	(206,514.10)	(21,622.83)	89.63	(23,885.90)
	Revenue Subtotal - - - - -	(230,400.00)		(230,400.00)	(206,514.10)	(21,622.83)	89.63	(23,885.90)
45-5110-10-00	Salaries	28,514.00		28,514.00	22,774.08	2,193.60	79.87	5,739.92
45-5115-10-00	Salaries-Overtime	2,000.00		2,000.00	1,866.59	61.70	93.33	133.41
45-5140-10-00	Salaries-Longevity Pay	195.00		195.00			-	195.00
45-5145-10-00	Social Security Expense	1,904.00		1,904.00	1,529.81	140.06	80.35	374.19
45-5150-10-00	Medicare Expense	445.00		445.00	357.78	32.75	80.40	87.22
45-5155-10-00	SUTA Expense	31.00		31.00	216.00		696.77	(185.00)
45-5160-10-00	Health Insurance	5,400.00		5,400.00	2,995.88	305.12	55.48	2,404.12
45-5165-10-00	Dental Expense	360.00		360.00			-	360.00
45-5170-10-00	Life Ins/AD&D	64.00		64.00	74.47	7.88	116.36	(10.47)
45-5175-10-00	Liability (TML) Workers Comp	39.00		39.00	1,447.69		--	(1,408.69)
45-5180-10-00	TMRS Expense	3,224.00		3,224.00	2,665.30	245.98	82.67	558.70
45-5185-10-00	Long Term/Short Term Disabilit	53.00		53.00	22.36		42.19	30.64
45-5186-10-00	WELLE-Wellness Prog Reimb Empl	420.00		420.00	330.75	35.00	78.75	89.25
45-5191-10-00	Hiring Cost	40.00		40.00			-	40.00
45-5210-10-00	Office Supplies	400.00		400.00			-	400.00
45-5250-10-00	Publications	37.00		37.00			-	37.00
45-5310-10-00	Rental Expense	7,800.00		7,800.00			-	7,800.00
45-5320-10-00	Repairs & Maintenance	800.00		800.00			-	800.00
45-5340-10-00	Building Repairs	500.00		500.00			-	500.00
45-5350-10-00	Vehicle Expense	1,500.00		1,500.00	279.00	279.00	18.60	1,221.00
45-5352-10-00	Fuel	2,000.00		2,000.00	1,500.98	247.65	75.05	499.02
45-5353-10-00	Oil/Grease/Inspections	400.00		400.00			-	400.00
45-5400-10-00	Uniforms	1,700.00		1,700.00	673.34	12.50	39.61	1,026.66
45-5410-10-00	Professional Services-Storm Dr	5,000.00		5,000.00	30,800.00	1,500.00	616.00	(25,800.00)
45-5480-10-00	Contract Services	38,000.00		38,000.00	13,674.00		35.98	24,326.00
45-5520-10-00	Telephones	300.00		650.00	342.10	66.88	52.63	307.90
45-5521-10-00	Cell Phone Expense	350.00	(350.00)				-	
45-5530-10-00	Travel/Lodging/Meals Expense	200.00		200.00			-	200.00
45-5536-10-00	Training/Seminars	800.00		800.00			-	800.00
45-5620-10-00	Tools & Equipment	2,000.00		2,000.00	75.00		3.75	1,925.00
45-5630-10-00	Safety Equipment	1,500.00		1,500.00	525.98	200.00	35.07	974.02
45-5640-10-00	Signs & Hardware	600.00		600.00			-	600.00
45-5650-10-00	Maintenance Materials	4,000.00	5,000.00	9,000.00	3,274.93	1,113.66	36.39	5,725.07
45-6140-10-00	Capital Expense-Equipment	163,726.00	(5,000.00)	158,726.00	23,102.35	8,465.00	14.56	135,623.65
45-6193-10-00	2012 CO Bond Payment	106,918.00		106,918.00			-	106,918.00
45-7143-10-00	Transfer to Internal Serv. Fd	240.00		240.00			-	240.00
45-7147-10-00	Transfer to GF	12,540.00		12,540.00	10,450.00	1,045.00	83.33	2,090.00

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %	Current Remaining
		<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>		<u>Budget</u>
	Subtotal object - 0	394,000.00		394,000.00	118,978.39	15,951.78	30.20	275,021.61
Program number:		394,000.00		394,000.00	118,978.39	15,951.78	30.20	275,021.61
Department number: 10	Administration	394,000.00		394,000.00	118,978.39	15,951.78	30.20	275,021.61
	Expense Subtotal - - - - -	394,000.00		394,000.00	118,978.39	15,951.78	30.20	275,021.61
Fund number: 45	Storm Drainage Utility Fund	163,600.00		163,600.00	(87,535.71)	(5,671.05)	(53.51)	251,135.71
60-4045-60-00	Park Dedication-Fees	(100,000.00)		(100,000.00)	(166,678.25)		166.68	66,678.25
60-4055-60-00	Park Improvement	(200,000.00)		(200,000.00)	(606,796.00)	(369,796.00)	303.40	406,796.00
60-4530-60-00	Contributions				(17,500.00)		-	17,500.00
60-4615-60-00	Interest-Park Dedication	(1,200.00)		(1,200.00)	(1,652.01)	(148.38)	137.67	452.01
60-4620-60-00	Interest-Park Improvements	(350.00)		(350.00)	(643.94)	(104.08)	183.98	293.94
	Subtotal object - 0	(301,550.00)		(301,550.00)	(793,270.20)	(370,048.46)	263.06	491,720.20
Program number:		(301,550.00)		(301,550.00)	(793,270.20)	(370,048.46)	263.06	491,720.20
Department number: 60	Parks and Recreation	(301,550.00)		(301,550.00)	(793,270.20)	(370,048.46)	263.06	491,720.20
	Revenue Subtotal - - - - -	(301,550.00)		(301,550.00)	(793,270.20)	(370,048.46)	263.06	491,720.20
60-5290-60-00	Miscellaneous Expense				42,509.36		-	(42,509.36)
60-5410-60-00	Professional Services-Pk Ded				58,922.06	3,092.03	-	(58,922.06)
60-5411-60-00	Professional Services-Pk Imp	20,000.00	4,375.00	24,375.00	22,043.93		90.44	2,331.07
60-6120-60-00	Capital Exp-Pk Improvements	30,000.00		30,000.00	8,500.00		28.33	21,500.00
60-6140-60-00	Capital Exp-Pk Dedication	650,000.00	(4,375.00)	645,625.00	700.00	700.00	0.11	644,925.00
	Subtotal object - 0	700,000.00		700,000.00	132,675.35	3,792.03	18.95	567,324.65
Program number:		700,000.00		700,000.00	132,675.35	3,792.03	18.95	567,324.65
Department number: 60	Parks and Recreation	700,000.00		700,000.00	132,675.35	3,792.03	18.95	567,324.65
	Expense Subtotal - - - - -	700,000.00		700,000.00	132,675.35	3,792.03	18.95	567,324.65
Fund number: 60	Parks & Recreation Fund	398,450.00		398,450.00	(660,594.85)	(366,256.43)	---	1,059,044.85
65-4015-99-00	Impact Fees -Water	(800,000.00)		(800,000.00)	(1,289,462.00)	(209,593.00)	161.18	489,462.00
65-4020-99-00	Impact Fees -Sewer	(700,000.00)		(700,000.00)	(343,678.25)	(52,554.00)	49.10	(356,321.75)
65-4040-99-00	Thoroughfare Impact Fees	(1,100,000.00)		(1,100,000.00)	(1,117,620.75)	(149,114.00)	101.60	17,620.75
65-4041-99-00	West Thorfare Imp. Fees Rev				(250,392.00)	(78,267.00)	-	250,392.00
65-4615-99-00	Interest-Water Impact Fee	(4,000.00)		(4,000.00)	(3,833.83)	(414.90)	95.85	(166.17)
65-4620-99-00	Interest-Sewer Impact Fee	(4,000.00)		(4,000.00)	(1,776.23)	(194.81)	44.41	(2,223.77)
65-4640-99-00	Interest-Thorfare Imp Fee	(12,000.00)		(12,000.00)	(3,637.10)	(405.56)	30.31	(8,362.90)
65-4641-99-00	Interest-West Thorfare imp fee				(1,319.31)	(143.43)	-	1,319.31
	Subtotal object - 0	(2,620,000.00)		(2,620,000.00)	(3,011,719.47)	(490,686.70)	114.95	391,719.47
Program number:		(2,620,000.00)		(2,620,000.00)	(3,011,719.47)	(490,686.70)	114.95	391,719.47
Department number: 99	Impact Fees	(2,620,000.00)		(2,620,000.00)	(3,011,719.47)	(490,686.70)	114.95	391,719.47
	Revenue Subtotal - - - - -	(2,620,000.00)		(2,620,000.00)	(3,011,719.47)	(490,686.70)	114.95	391,719.47
65-5415-99-00	Professional Serv-Water Imp Fe	1,220,000.00		1,220,000.00	99,024.49	2,313.64	8.12	1,120,975.51
65-5420-99-00	Professional Serv-Sewer Imp Fe	255,000.00		255,000.00	6,532.03	978.43	2.56	248,467.97
65-5440-99-00	Professional Serv-Thorfare Imp	60,000.00		60,000.00	2,027.00		3.38	57,973.00
65-6115-99-00	Capital Expenditure-Water				477,643.25		-	(477,643.25)
65-6140-99-00	Capital Expenditure-Thorfare				278,794.00		-	(278,794.00)
65-7144-99-00	Transfer to Capital Proj Fund	300,000.00		300,000.00			-	300,000.00
	Subtotal object - 0	1,835,000.00		1,835,000.00	864,020.77	3,292.07	47.09	970,979.23
Program number:		1,835,000.00		1,835,000.00	864,020.77	3,292.07	47.09	970,979.23
Department number: 99	Impact Fees	1,835,000.00		1,835,000.00	864,020.77	3,292.07	47.09	970,979.23
	Expense Subtotal - - - - -	1,835,000.00		1,835,000.00	864,020.77	3,292.07	47.09	970,979.23

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %	Current Remaining
		<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>		<u>Budget</u>
Fund number: 65	Impact Fees	(785,000.00)		(785,000.00)	(2,147,698.70)	(487,394.63)	273.59	1,362,698.70
67-4530-10-00	Police Donation Inc	(16,000.00)		(16,000.00)	(13,817.00)	(757.00)	86.36	(2,183.00)
67-4531-10-00	Fire Dept-Donation Inc	(12,000.00)		(12,000.00)	(8,998.00)	(771.00)	74.98	(3,002.00)
67-4532-10-00	Safety Fair Donations	(2,000.00)		(2,000.00)			-	(2,000.00)
67-4535-10-00	Child Safety Inc	(9,000.00)		(9,000.00)	(8,756.89)		97.30	(243.11)
67-4536-10-00	Court Security Revenue	(2,900.00)		(2,900.00)	(4,483.92)	(537.16)	154.62	1,583.92
67-4537-10-00	Technology Fd Revenue	(4,000.00)		(4,000.00)	(5,968.54)	(716.22)	149.21	1,968.54
67-4550-10-00	Special Revenue - Other				(1,550.95)		-	1,550.95
67-4610-10-00	Interest Income				(3,459.67)	(316.86)	-	3,459.67
67-4721-10-00	Country Xmas Donations	(10,000.00)		(10,000.00)	(17,951.00)		179.51	7,951.00
67-4761-10-00	Tree Mitigation Revenue				(14,175.00)		-	14,175.00
67-4915-10-00	Escrow Income				(142,622.57)	(70,179.89)	-	142,622.57
67-4916-10-00	Cash Seizure Forfeit-PD	(500.00)		(500.00)	(3,250.00)		650.00	2,750.00
	Subtotal object - 0	(56,400.00)		(56,400.00)	(225,033.54)	(73,278.13)	399.00	168,633.54
Program number:		(56,400.00)		(56,400.00)	(225,033.54)	(73,278.13)	399.00	168,633.54
Department number: 10	Administrative	(56,400.00)		(56,400.00)	(225,033.54)	(73,278.13)	399.00	168,633.54
	Revenue Subtotal - - - - -	(56,400.00)		(56,400.00)	(225,033.54)	(73,278.13)	399.00	168,633.54
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	(1.30)
67-5203-10-00	Court Technology Expense	12,200.00		12,200.00	15,310.33	(3.23)	125.50	(3,110.33)
67-5204-10-00	Court Security Expense	2,500.00		2,500.00	680.00	68.00	27.20	1,820.00
67-5205-10-00	Police Donation Exp	8,000.00		8,000.00	4,000.00		50.00	4,000.00
67-5206-10-00	Fire Dept Donation Exp	8,000.00		8,000.00	4,176.38	85.00	52.21	3,823.62
67-5207-10-00	Health & Safety Fair Exp	1,500.00		1,500.00			-	1,500.00
67-5208-10-00	Child Safety Expense	1,000.00		1,000.00	617.00		61.70	383.00
67-5209-10-00	Escrow Expense	15,500.00		15,500.00	182,024.45		---	(166,524.45)
67-5216-10-00	Volunteer Per Diem Expense				520.00		-	(520.00)
67-5291-10-00	Special Operations	500.00		500.00			-	500.00
67-5292-10-00	PD Seizure Expense				200.00		-	(200.00)
	Subtotal object - 0	59,200.00		59,200.00	217,569.46	149.77	367.52	(158,369.46)
Program number:		59,200.00		59,200.00	217,569.46	149.77	367.52	(158,369.46)
Department number: 10	Administrative	59,200.00		59,200.00	217,569.46	149.77	367.52	(158,369.46)
	Expense Subtotal - - - - -	59,200.00		59,200.00	217,569.46	149.77	367.52	(158,369.46)
Fund number: 67	Special Revenue-Donations	2,800.00		2,800.00	(7,464.08)	(73,128.36)	---	10,264.08
73-5160-10-00	Health Insurance				21.32		-	(21.32)
	Subtotal object - 0				21.32		-	(21.32)
Program number:					21.32		-	(21.32)
Department number: 10	Administration				21.32		-	(21.32)
	Expense Subtotal - - - - -				21.32		-	(21.32)
Fund number: 73	Empl'ee Health Trust Fund				21.32		-	(21.32)
75-4530-10-00	Contributions				(105,000.00)		-	105,000.00
75-4611-10-00	Interest-2004 Bond	(1,000.00)		(1,000.00)	(1,678.89)	(171.38)	167.89	678.89
75-4612-10-00	Interest-2006 Bond	(1,000.00)		(1,000.00)	(245.30)	(22.98)	24.53	(754.70)
75-4613-10-00	Interest 2008 Bond	(1,000.00)		(1,000.00)	(12,787.84)	(1,151.68)	---	11,787.84
75-4615-10-00	Interest-2011 Refd Bond	(70.00)		(70.00)			-	(70.00)
75-4616-10-00	Interest 2012 GO Bond	(5,000.00)		(5,000.00)	(9,013.08)	(912.17)	180.26	4,013.08

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %	Current Remaining
		<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>		<u>Budget</u>
75-4999-10-00	Bond Proceeds	(1,965,000.00)		(1,965,000.00)	(1,000,000.00)		50.89	(965,000.00)
	Subtotal object - 0	(1,973,070.00)		(1,973,070.00)	(1,128,725.11)	(2,258.21)	57.21	(844,344.89)
Program number:		(1,973,070.00)		(1,973,070.00)	(1,128,725.11)	(2,258.21)	57.21	(844,344.89)
Department number: 10	Capital Projects	(1,973,070.00)		(1,973,070.00)	(1,128,725.11)	(2,258.21)	57.21	(844,344.89)
	Revenue Subtotal - - - - -	(1,973,070.00)		(1,973,070.00)	(1,128,725.11)	(2,258.21)	57.21	(844,344.89)
75-5110-10-00	Salaries & Wages	92,820.00		92,820.00	71,545.44	6,929.48	77.08	21,274.56
75-5140-10-00	Salaries - Longevity	459.00		459.00			-	459.00
75-5141-10-00	Salary - Incentive	300.00		300.00			-	300.00
75-5145-10-00	Social Security Expense	5,802.00		5,802.00	4,285.98	412.98	73.87	1,516.02
75-5150-10-00	Medicare Expense	1,357.00		1,357.00	1,002.36	96.58	73.87	354.64
75-5155-10-00	SUTA Expense	93.00		93.00	(45.00)		(48.39)	138.00
75-5160-10-00	Health Insurance	5,400.00		5,400.00	4,822.56	567.36	89.31	577.44
75-5165-10-00	Dental Insurance	360.00		360.00	217.26	24.14	60.35	142.74
75-5170-10-00	Life Insurance/AD&D	114.00		114.00	74.47	7.88	65.33	39.53
75-5175-10-00	Liability (TML) Workers' Comp	118.00		118.00	145.67		123.45	(27.67)
75-5180-10-00	TMRS Expense	9,826.00		9,826.00	7,635.86	744.23	77.71	2,190.14
75-5185-10-00	Long Term/Short Term Disabilit	173.00		173.00			-	173.00
75-5186-10-00	WELLE-Wellness Prog Reimb-Empl	420.00		420.00			-	420.00
75-5212-10-00	Building Supplies				42.15		-	(42.15)
75-5412-10-00	Professional Serv-2006 Bond				15,373.75		-	(15,373.75)
75-5419-10-00	Professional Services				35,290.00		-	(35,290.00)
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)
75-5419-10-00-1401-FC	Professional Services				25,200.00	25,200.00	-	(25,200.00)
75-5419-10-00-1402-FC	Professional Services				1,200.00	1,200.00	-	(1,200.00)
75-5419-10-00-1405-ST	Professional Services				41,625.00	27,905.00	-	(41,625.00)
75-5419-10-00-1411-TR	Professional Services				6,420.00	6,420.00	-	(6,420.00)
75-5520-10-00	Telephone Expense				853.09	113.58	-	(853.09)
75-5533-10-00	Mileage Expense				2,672.20		-	(2,672.20)
75-6112-10-00	Capital Expenditures-2006 Bond				3,411.25		-	(3,411.25)
75-6113-10-00	Capital Expenditure 2008 Bond				2,309,250.73	83,792.53	-	(2,309,250.73)
75-6116-10-00	Capital Expenditure - WS Prjts				1,100.00		-	(1,100.00)
75-6610-10-00	Construction	4,662,758.00		4,662,758.00			-	4,662,758.00
75-6610-10-00-1205-ST	Construction				265,766.26	265,766.26	-	(265,766.26)
75-6610-10-00-1304-PK	Construction				108,711.75	108,711.75	-	(108,711.75)
75-6610-10-00-1404-PK	Construction				384,930.00	384,930.00	-	(384,930.00)
75-6610-10-00-1407-ST	Construction				19,531.80		-	(19,531.80)
	Subtotal object - 0	4,780,000.00		4,780,000.00	3,311,586.78	912,821.77	69.28	1,468,413.22
Program number:		4,780,000.00		4,780,000.00	3,311,586.78	912,821.77	69.28	1,468,413.22
Department number: 10	Capital Projects	4,780,000.00		4,780,000.00	3,311,586.78	912,821.77	69.28	1,468,413.22
	Expense Subtotal - - - - -	4,780,000.00		4,780,000.00	3,311,586.78	912,821.77	69.28	1,468,413.22
Fund number: 75	Capital Projects	2,806,930.00		2,806,930.00	2,182,861.67	910,563.56	77.77	624,068.33
76-4610-10-00	Interest Income	(50,000.00)		(50,000.00)	(30,553.21)	(3,044.52)	61.11	(19,446.79)
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	(1,000,000.00)

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %	Current Remaining
		<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>		<u>Budget</u>
	Subtotal object - 0	(1,050,000.00)	(15,570,000.00)	(16,620,000.00)	(15,600,553.21)	(3,044.52)	93.87	(1,019,446.79)
Program number:		(1,050,000.00)	(15,570,000.00)	(16,620,000.00)	(15,600,553.21)	(3,044.52)	93.87	(1,019,446.79)
Department number: 10	Capital Projects-W/S	(1,050,000.00)	(15,570,000.00)	(16,620,000.00)	(15,600,553.21)	(3,044.52)	93.87	(1,019,446.79)
	Revenue Subtotal - - - - -	(1,050,000.00)	(15,570,000.00)	(16,620,000.00)	(15,600,553.21)	(3,044.52)	93.87	(1,019,446.79)
76-5419-10-00	Professional Services		15,570,000.00	15,570,000.00	15,578,922.00		100.06	(8,922.00)
76-6610-10-00	Construction	1,000,000.00		1,000,000.00			-	1,000,000.00
76-6610-10-00-1202-WA	Construction				156,150.82		-	(156,150.82)
76-6610-10-00-1203-SW	Construction				3,327.30		-	(3,327.30)
76-6610-10-00-1203-WA	Construction				5,428.75		-	(5,428.75)
76-6610-10-00-1204-WA	Construction				3,145,047.72	864,718.80	-	(3,145,047.72)
	Subtotal object - 0	1,000,000.00	15,570,000.00	16,570,000.00	18,888,876.59	864,718.80	113.99	(2,318,876.59)
Program number:		1,000,000.00	15,570,000.00	16,570,000.00	18,888,876.59	864,718.80	113.99	(2,318,876.59)
Department number: 10	Capital Projects-W/S	1,000,000.00	15,570,000.00	16,570,000.00	18,888,876.59	864,718.80	113.99	(2,318,876.59)
	Expense Subtotal - - - - -	1,000,000.00	15,570,000.00	16,570,000.00	18,888,876.59	864,718.80	113.99	(2,318,876.59)
Fund number: 76	Capital Projects - Water/Sewer	(50,000.00)		(50,000.00)	3,288,323.38	861,674.28	---	(3,338,323.38)
80-4120-65-00	Sales Taxes - EDC	(675,000.00)		(675,000.00)	(738,037.93)	(77,990.93)	109.34	63,037.93
80-4610-65-00	Interest Income	(12,000.00)		(12,000.00)	(15,561.26)	(919.22)	129.68	3,561.26
80-4910-65-00	Other Revenue				(4,624.12)	(79.55)	-	4,624.12
	Subtotal object - 0	(687,000.00)		(687,000.00)	(758,223.31)	(78,989.70)	110.37	71,223.31
Program number:		(687,000.00)		(687,000.00)	(758,223.31)	(78,989.70)	110.37	71,223.31
Department number: 65	Economic Development	(687,000.00)		(687,000.00)	(758,223.31)	(78,989.70)	110.37	71,223.31
	Revenue Subtotal - - - - -	(687,000.00)		(687,000.00)	(758,223.31)	(78,989.70)	110.37	71,223.31
80-5110-65-00	Salaries & Wages	229,000.00		229,000.00	184,036.93	17,753.50	80.37	44,963.07
80-5115-65-00	Salaries - Overtime				487.49		-	(487.49)
80-5140-65-00	Salaries - Longevity Pay	260.00		260.00	65.00		25.00	195.00
80-5142-65-00	Car Allowance	6,000.00		6,000.00	4,823.10	461.54	80.39	1,176.90
80-5143-65-00	Cell Phone Allowance		3,510.00	3,510.00	3,150.00	180.00	89.74	360.00
80-5145-65-00	Social Security Expense	14,570.00		14,570.00	10,223.46	1,103.37	70.17	4,346.54
80-5150-65-00	Medicare Expense	3,410.00		3,410.00	2,682.11	258.06	78.65	727.89
80-5155-65-00	SUTA Expense	27.00	823.00	850.00	387.00		45.53	463.00
80-5160-65-00	Health Insurance	11,160.00		11,160.00	12,982.73	1,338.12	116.33	(1,822.73)
80-5165-65-00	Dental Insurance	900.00		900.00	684.37	72.42	76.04	215.63
80-5170-65-00	Life Insurance/AD&D	25.00	275.00	300.00	298.05	31.54	99.35	1.95
80-5175-65-00	Liability (TML) Workers' Comp	500.00	500.00	1,000.00	509.63		50.96	490.37
80-5176-65-00	TML Prop. & Liab Insurance	1,000.00	(237.00)	763.00	763.10		100.01	(0.10)
80-5180-65-00	TMRS Expense	24,675.00		24,675.00	20,417.73	1,983.15	82.75	4,257.27
80-5185-65-00	Long Term/Short Term Disabilit	564.00		564.00	357.20		63.33	206.80
80-5186-65-00	WELLE-Wellness Prog Reimb-Empl				628.25	70.00	-	(628.25)
80-5189-65-00	Administrative Fees	2,400.00		2,400.00	2,000.00	200.00	83.33	400.00
80-5190-65-00	Contract Labor	4,500.00		4,500.00	2,635.00	340.00	58.56	1,865.00
80-5191-65-00	Hiring Cost	300.00		300.00	40.00		13.33	260.00
80-5210-65-00	Office Supplies	2,000.00		2,000.00	2,297.58	455.92	114.88	(297.58)
80-5212-65-00	Building Supplies	500.00		500.00	567.37		113.47	(67.37)
80-5220-65-00	Office Equipment	3,500.00		3,500.00	3,693.52		105.53	(193.52)
80-5230-65-00	Dues,Fees,& Subscriptions	4,700.00		4,700.00	4,919.37	39.00	104.67	(219.37)
80-5240-65-00	Postage and Delivery	2,000.00		2,000.00	314.47	19.60	15.72	1,685.53

Account Number	Description	Current Year	Current Year	Current Year	Current YTD	Current Month	Percent YTD %	Current Remaining
		<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u> </u>	<u>Budget</u>
80-5265-65-00	Promotional Expense	35,000.00		35,000.00	37,709.27	2,385.37	107.74	(2,709.27)
80-5280-65-00	Printing and Reproduction	2,000.00		2,000.00	2,232.47		111.62	(232.47)
80-5290-65-00	Miscellaneous Expense				30.29		-	(30.29)
80-5305-65-00	Chapt 380 Program Grant Exp				7,107.00		-	(7,107.00)
80-5310-65-00	Rental Expense	30,000.00		30,000.00	31,777.89	3,811.34	105.93	(1,777.89)
80-5330-65-00	Copier Expense	3,500.00		3,500.00	2,721.64	436.38	77.76	778.36
80-5340-65-00	Building Repairs	200.00		200.00			-	200.00
80-5410-65-00	Professional Services	10,000.00	(1,361.00)	8,639.00	5,043.30	1,070.05	58.38	3,595.70
80-5412-65-00	Audit Fees	1,500.00		1,500.00	1,500.00		100.00	
80-5418-65-00	IT Fees	4,500.00		4,500.00	4,641.66	371.30	103.15	(141.66)
80-5430-65-00	Legal Fees	15,000.00		15,000.00	4,667.25		31.12	10,332.75
80-5480-65-00	Contracted Services	1,300.00		1,300.00	166.70		12.82	1,133.30
80-5520-65-00	Telephones	4,500.00	(310.00)	4,190.00	4,847.71	752.23	115.70	(657.71)
80-5521-65-00	Cell Phone Expense	3,200.00	(3,200.00)				-	
80-5524-65-00	Gas-Building	350.00		350.00	279.76	15.02	79.93	70.24
80-5525-65-00	Electricity	2,000.00		2,000.00	1,465.62	201.74	73.28	534.38
80-5526-65-00	Water	400.00		400.00	329.54	70.69	82.39	70.46
80-5530-65-00	Travel/Lodging/Meals Expense	10,000.00		10,000.00	9,029.22	1,215.09	90.29	970.78
80-5531-65-00	Prospect Mtgs/Business Meals	5,000.00		5,000.00	4,055.69	906.71	81.11	944.31
80-5533-65-00	Mileage Expense	2,300.00		2,300.00	1,396.65	65.13	60.72	903.35
80-5536-65-00	Training/Seminars	5,000.00		5,000.00	5,010.00	385.00	100.20	(10.00)
80-6015-65-00	Project Incentives	100,000.00		100,000.00	55,000.00		55.00	45,000.00
	Subtotal object - 0	547,741.00		547,741.00	437,975.12	35,992.27	79.96	109,765.88
Program number:		547,741.00		547,741.00	437,975.12	35,992.27	79.96	109,765.88
Department number: 65	Economic Development	547,741.00		547,741.00	437,975.12	35,992.27	79.96	109,765.88
	Expense Subtotal - - - - -	547,741.00		547,741.00	437,975.12	35,992.27	79.96	109,765.88
Fund number: 80	Economic Development Corporati	(139,259.00)		(139,259.00)	(320,248.19)	(42,997.43)	229.97	180,989.19



PROSPER ECONOMIC DEVELOPMENT CORPORATION

To: Mayor and Town Council

From: Jim Wicker, Chairman of the Prosper EDC Board

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – September 9, 2014

Agenda Item:

Consider and act upon adopting the FY 2014-2015 Prosper Economic Development Corporation budget.

Description of Agenda Item:

Section 21 of the Development Corporation Act of 1979 (Texas Revised Civil Statutes Article 5190.6), the "Act," provides that the Town shall approve all programs and expenditures of the development corporation and shall annually review any financial statements of the corporation. It further provides that at all times the Town will have access to the books and records of the development corporation. Additionally, Section 23(a)(13) of the Act states that the powers of the corporation shall be subject at all times to the control of the Town's governing body.

Budget Impact:

There is no impact to the Town of Prosper's General Fund as the Prosper Economic Development Corporation (Prosper EDC) is funded wholly by a half-cent of the local sales tax revenue. Since approved by Prosper citizens in 1995, the Prosper EDC has endeavored as its Mission to "create jobs and capital investment" with the aim of expanding the local commercial property tax base and sales tax base, thereby lessening the property tax burden on homeowners.

Attached Documents:

1. Prosper EDC FY 2014-2015 Budget as approved by the Prosper EDC Board on July 23, 2014

Prosper EDC Board Recommendation:

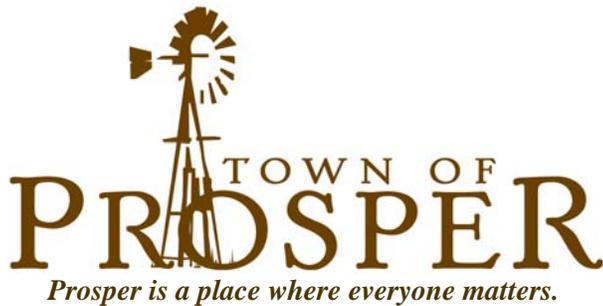
The Prosper EDC Board recommends that the Town Council review and adopt the FY 2014-2015 Budget for the Prosper Economic Development Corporation.

Proposed Motion:

I move to adopt the FY 2014-2015 Prosper Economic Development Corporation budget.

Prosper EDC
FY 2015 Budget
Approved by Prosper EDC Board on 7-23-14

						Approved FY 2015
REVENUES						
80	4120	65	00	Sales Tax		\$ 870,000
80	4610	65	00	Interest on Investments		\$ 16,000
80	4910	65	00	Other Revenue		\$ -
Total Revenues						\$ 886,000
EXPENSES						
Personnel Services - Salary						
80	5110	65	00	Salaries & Wages		\$ 231,000
80	5115	65	00	Salaries - Overtime		\$ 500
80	5140	65	00	Salaries - Longevity Pay		\$ 300
80	5141	65	00	Salary Reserve		\$ -
80	5142	65	00	Car Allowance		\$ 6,000
80	5143	65	00	Cell Phone Allowance		\$ 2,160
80	0000	65	00	Temporary Salaries		\$ -
Total Salary						\$ 239,960
Personnel Services - Benefit						
80	5145	65	00	FICA-Soc.Security		\$ 14,350
80	5150	65	00	FICA-Medicare		\$ 3,350
80	5155	65	00	Unemployment (SUTA)		\$ 650
80	5160	65	00	Health Insurance		\$ 17,864
80	5165	65	00	Dental Insurance		\$ 1,100
80	5170	65	00	Life Insurance		\$ 300
80	5175	65	00	Worker's Comp-Expense (TML)		\$ 550
80	5176	65	00	TML Prop. & Liab. Insurance		\$ 800
80	5180	65	00	TMRS-Expense		\$ 24,800
80	5185	65	00	Long-Term Disability		\$ 560
80	5186	65	00	WELLE-Wellness Prog Reimb-Empl		\$ 1,800
Total Benefits						\$ 66,124
Operating, Land & Incentive Expenses						
80	5189	65	00	Admin. Fees to Town		\$ 7,500
80	5190	65	00	Contract Labor (merge w/ Prof. Services)		\$ -
80	5191	65	00	Hiring Cost		\$ 100
80	5210	65	00	Office Supplies		\$ 2,000
80	5212	65	00	Building Supplies		\$ 500
80	5220	65	00	Office Equip & Furniture		\$ 1,800
80	5230	65	00	Dues & Subscriptions		\$ 6,000
80	5240	65	00	Postage & Freight		\$ 1,000
80	5265	65	00	Promotional Expense		\$ 40,000
80	5280	65	00	Printing and Reproduction		\$ 2,000
80	5305	65	00	Chapter 380 Program Grant		\$ -
80	5310	65	00	Rental/Office Lease		\$ 41,000
80	5330	65	00	Copier Service		\$ 5,500
80	5340	65	00	Building Repairs		\$ 200
80	5410	65	00	Professional Services		\$ 15,000
80	5412	65	00	Audit Fees		\$ 1,500
80	5418	65	00	IT Fees		\$ 5,000
80	5430	65	00	Legal Fees		\$ 15,000
80	5480	65	00	Contracted Services (merge w/ Prof. Services)		\$ -
80	5520	65	00	Telephones		\$ 3,200
80	5521	65	00	Cell Phone Expense (moved to Salaries section)		\$ -
80	5524	65	00	Gas - Office		\$ 400
80	5525	65	00	Electricity - Office		\$ 2,100
80	5526	65	00	Water		\$ 500
80	5530	65	00	Travel/Lodging/Meals Expense		\$ 10,000
80	5531	65	00	Prospect Mtgs/Business Meals		\$ 5,500
80	5533	65	00	Mileage Expense		\$ 2,300
80	5536	65	00	Training/Seminars		\$ 5,500
80	6015	65	00	Project Incentives		\$ 100,000
Total Expenses						\$ 273,600
Total Operating Costs						\$ 579,684
Fund Balance						\$ 2,489,619
Total Revenues						\$ 886,000
Total Operating Costs						\$ 579,684
Balance						\$ 2,795,935



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 – September 9, 2014

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Development Agreement between D.R. Horton – Texas, LTD, and the Town of Prosper, Texas, related to the channel improvements adjacent to the Hawk Ridge development.

Description of Agenda Item:

D.R. Horton – Texas, LTD, is acquiring the lots and related property constituting the existing Hawk Ridge development along Coleman south of Reynolds Middle School. In order to convey the storm drainage from a portion of the development as well as surrounding properties, the existing channel that is located in a dedicated alley requires some additional improvements to facilitate the drainage flows in the channel. The proposed channel improvements include the following:

- Excavation of the channel with a backhoe and dump truck to move excess material.
- Construction of a retaining wall on both the north side and south side of the channel.
- Installation of a low flow concrete pilot channel.
- Possible power pole relocations.

Budget Impact:

The estimated cost for the design and construction of the channel improvements is \$163,630, which includes a \$13,940 contingency. DR Horton – Texas, LTD., will participate in the actual costs associated with the excavation of the channel, retaining wall on the north side of the channel adjacent to the Hawk Ridge development, and 50% of the costs for engineering design, construction staking, and \$13,940 contingency. The estimated cost for DR Horton – Texas, LTD, is \$45,215.

The Town will be responsible for the actual costs of the retaining wall on the south side of the channel adjacent to the existing homes on Seventh Street, low flow concrete pilot channel, power pole relocations and the other 50% of the costs for engineering design, construction staking, and \$13,940 contingency. The estimated cost for the Town of Prosper is \$98,415. In addition, if there are any additional costs associated with the acquisition of offsite easements, the Town will be responsible for those costs up to an estimated \$20,000. The Town's costs will be funded from the Storm Drainage Utility Fee Bond Fund.

In accordance with the Development Agreement, any construction costs in excess of the Probable Cost Estimate provided in the agreement, shall be subject to Town approval.

Legal Obligations and Review:

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

Attached Documents:

1. Agreement

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Development Agreement between D.R. Horton – Texas, LTD, and the Town of Prosper, Texas, related to the channel improvements adjacent to the Hawk Ridge development.

Proposed Motion:

I move to authorize the Town Manager to execute a Development Agreement between D.R. Horton – Texas, LTD, and the Town of Prosper, Texas, related to the channel improvements adjacent to the Hawk Ridge development.

DEVELOPMENT AGREEMENT
(Hawk Ridge Adjacent Channel Improvements)

STATE OF TEXAS)
)
COUNTY OF COLLIN)

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the **TOWN OF PROSPER, TEXAS** ("Town"), a Texas municipal corporation, and **D.R. HORTON – TEXAS, LTD.**, a Texas limited partnership ("Developer"). Together, the Town and Developer shall be referred to as the "Parties."

WHEREAS, Developer is acquiring the lots and related property constituting that certain residential subdivision in the Town known as Hawk Ridge ("Hawk Ridge"), an Addition to the Town of Prosper, according to the Final Plat thereof recorded as Document No. 20120131010000240, filed January 31, 2012 in the Map or Plat Records of Collin County, Texas (the "Final Plat"); and

WHEREAS, adjacent to the southern property line of Hawk Ridge is a channel, which is located in the publicly dedicated alley right-of-way, as set forth on the Final Plat (the "Channel"), which requires additional improvements to facilitate drainage flows in said Channel; and

WHEREAS, the Parties agree and acknowledge that such improvements within the Channel ("Channel Improvements") referenced in this Agreement are both necessary and proper for the development of certain lots within Hawk Ridge, and the Parties hereby desire to address cost sharing related to said Channel Improvements; and

WHEREAS, the Town is authorized to make and enter into this Agreement with the Developer in accordance with Subchapter A, Chapter 212, Texas Local Government Code.

NOW, THEREFORE, the Town and Developer agree to the following:

1. Construction of Channel Improvements. Developer agrees to and shall construct those Channel Improvements generally adjacent to Hawk Ridge and in the alley right-of-way along the southern property line of Hawk Ridge, which Channel Improvements are more particularly described in the document attached hereto as Exhibit A, the Preliminary Opinion of Probable Cost ("Probable Cost Estimate"). The Town hereby grants Developer a license and easement to access the Channel and enter upon the alley right-of-way and related publicly dedicated areas in order to construct the Channel Improvements and conduct operations related thereto. The Parties agree and acknowledge that the Probable Cost Estimate in the amount of \$163,630.00 is a general estimation of the costs and related contingency for said Channel Improvements and that actual construction costs may vary; however, any increase in the total Channel Improvement construction costs (including contingency) in

excess of those referenced in the Probable Cost Estimate shall be subject to prior Town approval, which approval shall not be unreasonably withheld, conditioned or delayed. Savings incurred in the actual construction costs of any particular category of Channel Improvements from the estimated costs set forth on the Probable Cost Estimate may be applied to cost overruns incurred in connection with other Town-approved public improvements, subject to Subchapter C, Chapter 212, Texas Local Government Code.

2. Channel Improvements – Construction Costs and Procedures.

(a) Developer shall cause appropriate plans and specifications for construction of the Channel Improvements to be prepared and said plans and specifications shall be subject to the joint approval of Developer and Town, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Developer shall bid the construction of the Channel Improvements with three (3) qualified contractors and shall provide copies of the bids received for such items to Town within five (5) business days of Developer's receipt of same. Developer shall: (i) execute a contract for the construction of the Channel Improvements with the lowest responsible bidder, as mutually and reasonably determined by Town and Developer; (ii) commence, or cause to be commenced, construction of the Channel Improvements within seven (7) business days following execution of a contract for construction of the Channel Improvements or otherwise as soon as reasonably possible in accordance with the accepted bid; (iii) construct, or cause to be constructed, the Channel Improvements in accordance with the Town-approved engineering plans, specifications and designs; and (iv) complete the Channel Improvements and obtain Town's acceptance of same, which shall not be unreasonably withheld, conditioned or delayed.

(c) Construction may be periodically inspected by the Town at such times as the Town determines, provided, however, that such inspections shall not unreasonably delay construction of the Channel Improvements, and Developer shall not be subject to any municipal fees or charges related to such inspections and approvals.

3. Reimbursement of Certain Costs by the Town. Upon completion of the Channel Improvements, as determined by the Engineer, the Town shall promptly conduct an inspection and formally accept the Channel Improvements, unless a reasonable basis exists for not accepting them. Upon acceptance and receipt of documentation reasonably deemed appropriate by the Town evidencing the completion of the Channel Improvements, the Town shall reimburse Developer for the actual costs of those particular Channel Improvements for which the Town has agreed to such reimbursement, as more fully reflected and listed in the Probable Cost Estimate as the Town's "Participation Costs." Payment by the Town to Developer shall occur within fifteen (15) calendar days of the Town's receipt of final construction invoices from Developer.

9. **Authorized Signatory.** The Town Council shall authorize the Mayor of the Town to execute this Agreement on behalf of the Town.

10. **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 provisions were not a part hereof.

11. **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 mediation; however, nothing herein shall prohibit the Town to issue any citation, pursuant to Paragraph 6 of this Agreement not in contravention with the terms and purposes of this Agreement.

12. **Parties Bound.** This Agreement is and shall be binding upon Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

EXECUTED by the Parties hereto on the dates indicated below.

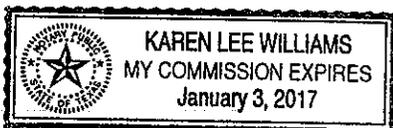
D.R. HORTON – TEXAS, LTD.,
a Texas limited partnership

By: D.R. Horton, Inc.,
a Delaware corporation,
its Authorized Agent

By: *David L. Booth*
Name: *David L. Booth*
Title: *Asst VP*

STATE OF TEXAS)
COUNTY OF *Dallas*)

This instrument was acknowledged before me the *28th* day of *August*, 2014, by *David Booth* in his capacity as *Asst VP* of **D.R. HORTON, INC.**, a Delaware corporation, the Authorized Agent of **D.R. HORTON – TEXAS, LTD.**, a Texas limited partnership, on behalf of same.



Karen Williams
Notary Public, State of Texas

THE TOWN OF PROSPER, TEXAS

By: _____
Harlan Jefferson, Town 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, Texas.

Notary Public, State of Texas

Memorandum: Hawk Ridge Adjacent Channel Improvements and Building Permits
 From: Mark Edgren, PE, Jones & Carter, Inc.
 Date: July 29, 2014
 Page 3 of 7

Exhibit "A"

HAWK RIDGE

DRAINAGE SWALE ALONG SOUTHERN PROPERTY LINE

PRELIMINARY OPINION OF PROBABLE COST⁽¹⁾

July 29, 2014

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Total</u>
1	Channel Excavation ⁽²⁾	LS	1	\$ 15,000.	\$ 25,000.
2	10' x 4" Pilot Channel w/ curb	LF	774	\$ 60.	\$ 46,440.
3	Retaining Wall, North Side ⁽³⁾	FF	532	\$ 15.26	\$ 8,120.
4	Retaining Wall, South Side ⁽³⁾	FF	1,827	\$ 15.26	\$ 27,880.
5	Power Pole Relocation	EA	2	\$ 6,000.	\$ 12,000.
6	Drainage & Temp. Const. Esmt. (Commercial Site) (if needed)*	EA	1	\$ 20,000.	\$ 20,000.*
SUBTOTAL					\$ 139,440.
Contingency (10%)					\$ 13,940.
Eng. & Const. Staking					\$ 10,250.
TOTAL					\$ 163,630.

NOTES:

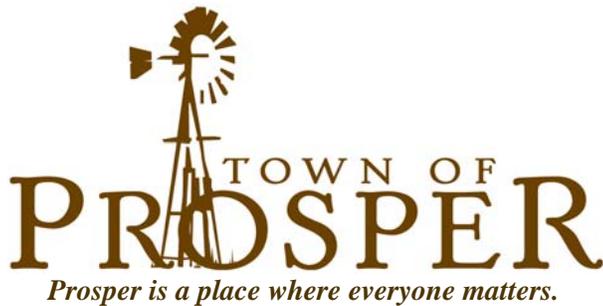
- (1) Unit costs are based on recent construction bids received by Jones & Carter, Inc. for similar work.
- (2) Excavation of channel by backhoe & dump truck to move any excess material to the adjacent commercial/residential site.
- (3) Excavation for new retaining walls is assumed to be done primarily with the channel excavation.

Hawk Ridge Costs, including contingency:

Excavation, Ret. Wall (North Side), & 50% of Engr./Const. Staking/Contingency - \$45,215. (\$1,413/lot)

Town of Prosper Participation Costs, including contingency:

Ret. Wall (South Side), pilot channel, power pole relocations, easement, and 50% of Engr./Const. Staking/Contingency - \$118,415. (\$3,700/lot); without esmt. - \$98,415. (\$3,075/lot)



ENGINEERING

To: Mayor and Town Council

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

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – September 9, 2014

Agenda Item:

Consider and act upon awarding Bid No. 2014-59-B to Four Star Excavating, Inc., related to construction services for the Seventh Street Drainage Improvements project; and authorizing the Town Manager to execute a construction agreement for same.

Description of Agenda Item:

On August 14, 2014, at 2:00 pm, seven (7) bids were opened for the Seventh Street Drainage Improvements project. The verified totals from the bidders ranged between \$299,617.50 and \$636,598.30 with Riaz Construction LLC, being the apparent low bidder. The full results of the bid are as follows:

Riaz Construction, LLC	\$ 299,617.50
Four Star Excavating, Inc.	\$ 358,622.00
A&M Construction and Utilities, Inc.	\$ 393,125.50
Camino Construction, L.P.	\$ 450,156.00
DCI Contracting, Inc.	\$ 495,718.00
FNH Construction, LLC	\$ 513,826.50
Quality Excavation, Ltd.	\$ 636,598.30

Riaz Construction, LLC, the apparent low bidder, is a new company officially formed in July 2014. References provided were personal in nature, and related to the owner's previous employment with another firm. Staff requested additional information regarding the company's financial standing, bonding capacity, and equipment to be used for the project; however, Riaz Construction, LLC did not respond with written documentation in a timely manner. Staff recommends that Riaz Construction, LLC, be considered non-responsible and that the bid be awarded to the second apparent low bidder, Four Star Excavating, Inc., in the amount of \$358,622.00.

This contract will replace two aging corrugated metal pipe culverts and a segment of open ditch located in the vicinity of Seventh Street and Church Street with a continuous reinforced concrete box culvert. The contract specifies a substantial completion time of 45 calendar days or approximately one and a half months. During construction, traffic will generally be reduced to one lane and the roads may be closed temporarily to permit the safe and efficient operation of construction equipment. Staff will coordinate closely with residents, public safety, and Prosper ISD to keep them informed of the construction activity.

Budget Impact:

The total construction estimate for the Seventh Street (Coleman – PISD Admin) CIP project is \$782,655.00. The proposed construction services agreement for the drainage improvements portion of the contract to Four Star Excavating, Inc., is \$358,622.00. The proposed budget for this contract is recommended to be \$380,000.00, which will include a \$21,378.00 contingency. Funding for the drainage improvements project will be from the Storm Drainage Utility Fee Bond Fund.

The remaining construction budget of \$402,655.00 will be used to reconstruct the pavement on Seventh Street between Coleman Street and the PISD Administration building. The contract for the paving portion of the project is anticipated to be presented to the Town Council for award during the month of October.

Legal Obligations and Review:

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

Attached Documents:

1. Bid Tabulation Summary
2. CIP Project Detail Sheet
3. Construction Agreement
4. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council award Bid No. 2014-59-B to Four Star Excavating, Inc., related to construction services for the Seventh Street Drainage Improvements project; and authorize the Town Manager to execute a construction agreement for same.

Proposed Motion:

I move to award Bid No. 2014-59-B to Four Star Excavating, Inc., related to the construction services for the Seventh Street Drainage Improvements project; and authorize the Town Manager to execute a construction agreement for same.



Town of Prosper
Bid Tabulation

Bid No: 2014-59-B Seventh Street Drainage Improvements	
Bid Opening: 8/14/14 at 2:00 PM	
	Base Bid
Riaz Construction, LLC	\$ 299,617.50
Four Star Excavating, Inc.	\$ 358,622.00
A&M Construction and Utilities, Inc.	\$ 393,125.50
Camino Construction, L.P.	\$ 450,156.00
DCI Contracting, Inc.	\$ 495,718.00
FNH Construction, LLC	\$ 513,826.50
Quality Excavation, Ltd.	\$ 636,598.30
<p>**All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.</p>	
Certified By: January M. Cook, CPPO, CPPB Purchasing Agent Town of Prosper, Texas	Date: August 14, 2014

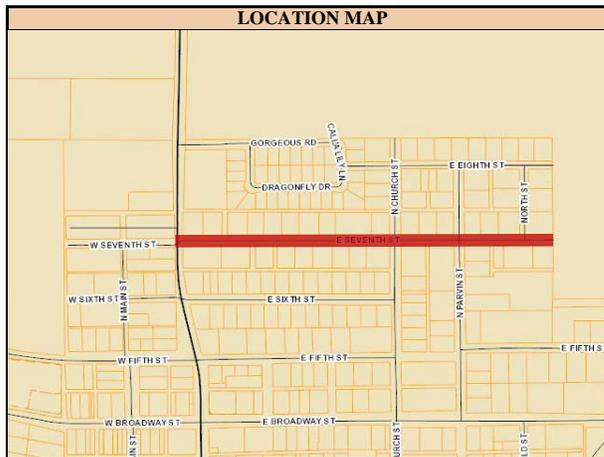
TOWN OF PROSPER CAPITAL IMPROVEMENT PROGRAM

PROJECT TITLE
Seventh Street (Coleman - PISD Admin)

PRJ NO.	TYPE	DEPT
1416-ST	Street	PW

CREATED	UPDATED
10/15/2012	8/28/2014

PROJECT DESCRIPTION	
Construction of concrete pavement on Seventh Street from Coleman Street to PISD Admin. Improvements to drainage, water, and wastewater lines are also included within the scope of this project.	
Design Consultant	Town In-House / Wier & Associates
General Contractor	Four Star Excavating



PROJECT SCHEDULE	
Design Start	October 2013
Design Complete	June 2014
Land Acquisition Complete	September 2014
Utility Adjustment Complete	September 2014
Construction Bid Opening	August 2014
Construction Contract Award	September 2014
Construction Start	October 2014
Construction Complete	February 2015

REVENUE SUMMARY									
FUNDING SOURCES	Prior Yrs	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024	TOTAL
General Obligation Bonds Series 2012	421,655								421,655
Stormwater Drainage Fund		150,000							150,000
Water/Wastewater Fund		222,000							222,000
									0
TOTAL PROJECT COST	421,655	372,000	0	0	0	0	0	0	793,655

COST SUMMARY									
PROJECT COST	Prior Yrs	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024	TOTAL
Professional Services		6,000							6,000
Land Acquisition		5,000							5,000
Construction Four Star Excavating			358,622						358,622
Construction Contingency			21,378						21,378
Construction			402,655						402,655
									0
TOTAL PROJECT COST	0	11,000	782,655	0	0	0	0	0	793,655

OPERATING IMPACT									
PROJECT ANNUAL OPERATING IMPACT	Annual Impact	One-Time Impact							TOTAL
		2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024	
									0
									0
									0
TOTAL PROJECTED OPERATING IMPACT	0	0	0	0	0	0	0	0	0

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR

**SEVENTH STREET DRAINAGE
IMPROVEMENTS**

BID NO. 2014-59-B



TOWN OF PROSPER
COLLIN COUNTY, TEXAS

TOWN OFFICIALS

Ray Smith, Mayor
Kenneth Duggar, Mayor Pro-Tem
Meigs Miller, Deputy Mayor Pro-Tem
Michael Korbuly, Place 1
Curry Vogelsang Jr., Place 3
Mike Davis, Place 5
Jason Dixon, Place 6

Harlan Jefferson, Town Manager

ENGINEER

Contract Documents:
Town of Prosper Engineering Department
Matt Richardson, P.E., Senior Engineer
409 E. First Street
Prosper, TX 75078
Phone: (972) 346-3502

Construction Drawings:
Wier and Associates, Inc.
Ulys Lane III, P.E., R.P.L.S., C.F.M
701 Highlander Blvd., Suite 300
Arlington, TX 76015
Phone: (817) 467-7700
Texas Registered Engineering Firm F-2776

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LEGAL NOTICE

The Town of Prosper is accepting sealed bids for **Seventh Street Drainage Improvements, Bid No. 2014-59-B**. Bids will be accepted until **2:00 p.m. on Thursday, August 14, 2014** at the Town Hall Annex, 151 S. Main St., Prosper, Texas 75078. Any bids received after this time will not be accepted, and will be returned unopened. Bids will be publicly opened and read aloud at the Town Hall Annex, 151 S. Main St., Prosper, Texas 75078 immediately following this time.

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of drainage improvements in the vicinity of Seventh Street and Church Street, including approximately 500 feet of reinforced concrete box culvert, and related headwalls, adjustments to sanitary sewer and water lines, and earthwork.

Each bid submitted shall be accompanied by a cashier's check in the amount of five percent (5%) of the maximum amount bid, payable without recourse to the Town of Prosper, or a Bid Bond in the same amount from a reliable surety company as a guarantee that, if awarded the contract, the Bidder will execute a Construction Agreement with the Town, including all required bonds and other documents.

The successful bidder shall furnish performance and payment bonds in the amount of 100% of the contract amount as well as evidence of all required insurance coverage within ten (10) calendar days of notice of award. The successful bidder shall also furnish a Maintenance Bond in the amount of 10% of the contract sum covering defects of material and workmanship for two calendar years following the Town's approval and acceptance of the construction. An approved surety company, licensed in the State of Texas, shall issue all bonds in accordance with Texas law.

Copies of Plans, Specifications, and Contract Documents may be examined at **Town of Prosper Engineering Department, 409 E. First Street, Prosper, Texas, (972) 346-3502** without charge. These documents may be acquired from that office for the non-refundable purchase price of \$25 per set, payable to Town of Prosper. Copies of Plans, Specifications, and Contract Documents may also be downloaded free of charge from Current Bidding Opportunities, at the following link: <http://www.prospertx.gov/Purchasing.aspx>.

Questions and requests for clarifications in regards to this bid should be emailed directly to January Cook, CPPO, CPPB, Purchasing Agent, at january_cook@prospertx.gov. August 8, 2014, at 12:00 p.m. will be the deadline for receipt of questions and requests for clarifications. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.

INSTRUCTIONS TO BIDDERS

1. Submittal Deadline: Bids will be accepted until 2:00 PM on Thursday, August 14, 2014.
2. Submittal Location: Bids will be accepted at the Town Hall Annex, 151 S. Main St., Prosper, Texas 75078.
3. Submittal Requirements: Each Bidder shall submit two (2) copies of their bid, along with their bid security and Out of State Contractor Compliance (if necessary), in a sealed envelope clearly marked with their name and **Bid No. 2014-59-B, Seventh Street Drainage Improvements.**
4. Bid Opening: Bids will be publicly opened and read aloud at the Town Hall Annex, 151 S. Main St., Prosper, Texas 75078 immediately following the bid deadline.
5. Bidding Documents: Copies of Plans, Specifications, and Contract Documents may be examined without charge or obtained for the non-refundable purchase price of \$25 per set at the following location:

Town of Prosper Engineering Department
 Attn: Matt Richardson, P.E., Senior Engineer
 409 E. First Street
 Prosper, TX 75078
 Phone: 972.569.1097
 matt_richardson@prospertx.gov

or

Download free of charge from Current Bidding Opportunities, at the following link:
<http://www.prospertx.gov/Purchasing.aspx>

6. Requests for Clarification: All formal inquiries and requests for clarification should be made to the Town of Prosper Purchasing Agent no later than 12:00 PM on Friday, August 8, 2014.

Town of Prosper Purchasing Department
 Attn: January Cook, CPPO, CPPB, Purchasing Agent
 Town Hall Annex
 151 S. Main St.
 Prosper, Texas 75078
 Phone: 972.569.1018
 january_cook@prospertx.gov

7. Addenda: If it becomes necessary to provide additional information to potential Bidders, the Town of Prosper will issue an addendum containing the necessary information. It is the intent of the Town that any addenda will be issued no later than three (3) business days prior to the bid deadline (Monday, August 11, 2014).
8. Pre-Bid Meeting: A pre-bid meeting **will not** be held for this project.

BID PROPOSAL FORM

**Seventh Street Drainage Improvements
Bid No. 2014-59-B**

BIDDER: FOUR STAR EXCAVATING

ADDRESS: 6825 LEVELLARD RD., SUITE 2B
DALLAS TX 75252

PHONE: 972-330-6767

PRIMARY CONTACT: ANTONIO EVANGELISTA

PLEASE SUBMIT THREE (3) COPIES OF YOUR BID. ANY BID RECEIVED WITHOUT THE THREE (3) COPIES WILL BE CONSIDERED NONRESPONSIVE.

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those terms and conditions dealing with the disposition of Bid guaranty. This Bid will remain subject to acceptance for 90 calendar days after the day of opening Bids. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Contract Documents within ten (10) calendar days after the date of Owner's Notice of Award.
3. The right is reserved, as the interest of the Owner may require, to reject any and all Bids and to waive any informality in the Bids received.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
5. Bidder has examined copies of all the Contract Documents and of the following Addenda (receipt of which is hereby acknowledged):

Number	Dated	Received
No. 1	_____	_____
No. 2	_____	_____
No. 3	_____	_____
No. 4	_____	_____

6. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies that pertain to the subsurface or physical conditions at the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
8. Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by the Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
9. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
10. Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered, if any, in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.
11. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
12. Bidder will complete the Work for the price(s) shown in the following schedule of bid items and within **45** calendar days.

NOTE: Bidder may substitute a computer printout for this bid schedule provided the computer printout contains identical item numbers, quantities, and descriptions to those provided in this bid schedule. In case of ambiguity or lack of clearness in stating prices in this Bid, the Owner reserves the right to accept the most advantageous construction thereof to the Owner or to reject the bid.

[Schedule of Bid Items Begins on Following Page]

Base Bid					
Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Amount
101	Mobilization	1	LS	13,000	13,000
102	Clearing, Excavation, and Grading	1	LS	5,000	5,000
103	Remove Concrete Driveway	40	SY	10	400
104	Remove 12" to 18" CMP	60	LF	9	540
105	Remove 30" CMP	142	LF	9	1,278
106	Remove 36" CMP & Arch CMP	140	LF	9	1,260
107	Remove and Relay 12" to 18" CMP at Driveways	3	EA	1,000	3,000
108	Temporary Reset Mailbox and Reset after Const	1	EA	90	90
109	Temporary Crushed Stone to Main Roadway	90	CY	20	1,800
110	Replace Existing Driveways with Crushed Stone	7	EA	100	700
111	12" RCP Driveway	40	LF	46	1,840
112	12" Ty B Precast Headwalls at Driveways	4	EA	700	2,800
113	18" RCP Lateral	68	LF	55	3,740
114	24" RCP Lateral	18	LF	67	1,206
115	8' x 4' RCB ASTM C1433 Hwy Loading	508	LF	377	191,516
116	3' Square Special Drop Inlets	3	EA	3,000	9,000
117	Modified PW-2 TxDOT Parallel Wing D.S.	1	EA	10,000	10,000
118	Modified PW-1 TxDOT Parallel Wing U.S.	1	EA	10,000	10,000
119	TxDOT PRD-13 Ty E Handrail	72	LF	150	10,800
120	Grouted NCTCOG Ty A Limestone Rock Riprap	144	SY	100	14,400
121	6" and 8" Water Main Lowerings	4	EA	3,900	15,600
122	Adjust 1" Water Services	2	EA	1,400	2,800
123	Remove Existing Manholes	3	EA	500	1,500
124	8" PVC Sanitary Sewer Laid at Existing Location	595	LF	45	26,775
125	Sanitary Sewer Manholes	2	EA	2,500	5,000
126	Sanitary Sewer Drop Manholes	2	EA	2,800	5,600

127	Extra Manhole Depth over 8'	8.3	VF	100	830
128	Reconnect Existing Sewer Service to Manhole	2	EA	600	1,200
129	4" Sewer Service & Connect to Ex. w/ Cleanout	2	EA	800	1,600
130	Concrete Encase 4" Sewer Service at Box	24	LF	19	456
131	Concrete Encase 8" Sewer Main at Box	40	LF	22	880
132	Install 2' High Rock Filter Dam	24	LF	36	864
133	Install Reinforced Silt Fence	169	LF	2	338
134	Install Inlet Protection	3	EA	100	300
135	Topsoil & Grass Sod (Match Ex.)	1,600	SY	4,20	6,720
136	Trench Safety Protection	1,189	LF	1	1,189
137	Traffic Control	1	LS	4,600	4,600
Base Bid Subtotal:					358,622

13. Bidder hereby agrees to commence work within ten (10) days after the date written notice to proceed shall have been given to him, and to substantially complete the work on which he has bid within **45** calendar days as part of this Proposal. Within 15 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment. All such time restrictions are subject to such extensions of time as are provided by the General Provisions and Special Conditions.
14. Bidder agrees that the implementation of the Owner's right to delete any portion of the improvements shall not be considered as waiving or invalidating any conditions or provisions of the contract or bonds. Bidder shall perform the Work as altered and no allowances shall be made for anticipated profits.
15. Since the Work on this Project is being performed for a governmental body and function, the Owner will issue to the Contractor a certificate of exemption for payment for the State Sales TAX on materials incorporated into this Project if requested.
16. Each bidder shall include the following information in this Bid:

	<u>Cost of Materials</u>	<u>Cost of Labor, Profit, etc.</u>	<u>Total Amount Of Bid</u>
Base Bid	\$ <u>200,000</u>	\$ <u>158,622</u>	\$ <u>358,622</u>

17. Each Bidder shall include a list of proposed subcontractors, the type of work to be completed by each such subcontractor and the approximate percentage of contract labor to be completed by each subcontractor. If additional space is necessary to provide a complete listing, please attach such additional pages as may be required. Owner reserves the right to

accept or reject any subcontracts and/or amount subcontracted that it deems to be objectionable.

	<u>Subcontractor's Name</u>	<u>Type of Work</u>	<u>% of Work</u>
1.	<u>INLET STRUCTURES SPECIALTIES</u>	<u>HEADWALLS, INLETS</u>	<u>14</u>
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

Total % of Work Subcontracted: 14

18. Each Bidder shall include a list of proposed suppliers of major materials and equipment to be furnished and installed in connection with this Bid. If additional space is necessary to provide a complete listing, please attach such additional pages as may be required.

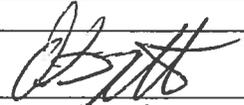
	<u>Supplier's Name</u>	<u>Type of Material / Equipment</u>
1.	<u>FERGUSON WATERWORKS</u>	<u>PVC / FITTINGS / VALVES / HYDRANTS MANHOLES</u>
2.	<u>HANSON</u>	<u>RCP / RCB</u>
3.	<u>BURTON</u>	<u>ROCK / SAND</u>
4.	_____	_____
5.	_____	_____
6.	_____	_____

19. In the event of the award of a contract to the undersigned, the undersigned will furnish Performance and Payment Bonds for the full amount of the contract, to secure proper compliance with the terms and provisions of the contract with sureties offered by HARTFORD FIRE INSURANCE CO. to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract. In addition, the undersigned will furnish a Maintenance Bond in the amount of 10% of the contract sum covering defects of material and workmanship for two calendar years following the Owner's approval and acceptance of the construction.

- 20. The work, proposed to be done, shall be accepted when fully completed in accordance with the plans and specifications, to the satisfaction of the Engineer and the Owner.
- 21. The undersigned certifies that the bid prices contained in this Bid have been carefully checked and are submitted as correct and final.

This is a Bid of FOUR STAR EXCAVATING, a corporation organized and existing under the laws of the State of TEXAS, or a limited partnership organized and existing under the laws of the State of _____, or a partnership, consisting of _____ or an individual doing business as _____.

Seal and Authorization
(If a Corporation)


 (Signed) ANTONIO EVANGELISTA

PRESIDENT
 (Title)

6825 LEVELLAND RD., SUITE 2B
 (Street Address)

DALLAS TX 75252
 (City and State)

972-330-6767
 (Telephone Number)

8/14/14
 (Date)

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
 Four Star Excavating, Inc. (Here insert full name and address or legal title of Contractor)
 6825 Levelland Road, Suite 2B, Dallas, Texas 75252
 as Principal, hereinafter called the Principal, and
 Hartford Fire Insurance Company (Here insert full name and address or legal title of Surety)
 One Hartford Plaza, T-4, Hartford, Connecticut 06155
 a corporation duly organized under the laws of the State of Connecticut
 as Surety, hereinafter called the Surety, are held and firmly bound unto
 Town of Prosper (Here insert full name and address or legal title of Owner)
 151 S. Main Street, Prosper, Texas 75078
 as Obligee, hereinafter called the Obligee, in the sum of

Five Percent (5%) of Amount of Bid Dollars (5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS. the Principal has submitted a bid for

Seventh Street Drainage Improvements - Bid No 2014-59-B

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of August, 2014



(Witness)

Four Star Excavating, Inc. (Seal)

ANTONIA EVANGELISTA (Principal) (Title) PRESIDENT



(Witness)

Hartford Fire Insurance Company (Seal)

Jennifer A. Garaffa (Surety) (Title) Attorney-In-Fact



IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call Hartford Insurance Group at the toll free telephone number for information or to make a complaint at:

1-800-392-7805

You may also write to The Hartford:

**The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for your information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja.

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de The Hartford Insurance Group para informacion o para someter una queja al

1-800-392-7805

Usted tambien puede escribir a The Hartford.

**The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con su agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4
One Hartford Plaza
Hartford, Connecticut 06155

call: 888-286-3488 or fax: 860-767-5835

Agency Code: 35-351225

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Robert Trobec, Kathleen M. Ireland, Ian J. Donald, Jeffrey A. Chandler, Alan P. Chandler, Wendy L. Hingson, Jennifer A. Gareffa
of
Troy, MI

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009 the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



Kathleen T. Maynard
Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 14th, 2014 Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President

OUT-OF-STATE CONTRACTOR COMPLIANCE TO STATE LAW

Texas Government Code §2252.002 provides that, in order to be awarded a contract as low bidder, a non-resident bidder (out-of-state contractor whose corporate office or principal place of business is outside the State of Texas) bid projects in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in the following statement must be filled out by all out-of-state or non-resident bidders in order for those bids to meet specifications. (This information may be obtained from the Texas Register.) The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder.

Non-resident contractor in _____ (give state), our principal place of business, is required to be _____ percent lower than resident bidders by State Law. The exact language of the statute is set out below.

Non-resident contractor in _____ (give state), our principal place of business, is not required to underbid resident bidders.

BIDDER

Company

By _____
(Please Print)

Address

Signature

City State Zip

Title (Please Print)

“Tex. Gov’t Code Sec. 2252.002. AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.”

CONSTRUCTION AGREEMENT

THE STATE OF TEXAS)
)
 COUNTY OF COLLIN) KNOW ALL MEN BY THESE PRESENTS:

This Construction Agreement (the "Agreement") is made by and between **Four Star Excavating, Inc.** (the "Contractor"), and the Town of Prosper, Texas, a municipal corporation (the "Owner"). For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

SEVENTH STREET DRAINAGE IMPROVEMENTS BID NO. 2014-59-B

in the Town of Prosper, Texas, and all extra work in connection therewith, under the terms as stated in the terms of this Contract, including all Contract Documents incorporated herein; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Specifications as prepared by Town of Prosper or its consultant hereinafter called Engineer, who has been identified by the endorsement of the Contractor's written proposal, the General Conditions of this Contract, the Special Conditions of this Contract, the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

A. Contract Documents and Order of Precedence

The Contract Documents shall consist of the following documents:

1. this Construction Agreement;
2. properly authorized change orders;
3. the Special Conditions of this Contract;
4. the General Conditions of this Contract;
5. the Technical Specifications & Construction Drawings of this Contract;
6. the OWNER's Standard Construction Details;
7. the OWNER's Standard Construction Specifications;
8. the OWNER's written notice to proceed to the CONTRACTOR;

9. the Contractor's Bid Proposal;
10. any listed and numbered addenda;
11. the Performance, Payment, and Maintenance Bonds; and,
12. any other bid materials distributed by the Owner that relate to the Project.

These Contract Documents are incorporated by reference into this Construction Agreement as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the project.

B. Total of Payments Due Contractor

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed **Three Hundred Fifty-Eight Thousand, Six Hundred Twenty-Two Dollars and Zero cents (\$358,622.00)**. This amount is subject to adjustment by change order in accordance with the Contract Documents.

C. Dates to Start and Complete Work

Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be substantially completed within **45** calendar days after the date of the Notice to Proceed for the base bid. Within 15 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment.

Under this Construction Agreement, all references to "day" are to be considered "calendar days" unless noted otherwise.

D. CONTRACTOR'S INDEMNITY TO THE OWNER AND OTHERS

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF,

DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR ANY SUBCONTRACTORS, INVITEES, AND ANY OTHER THIRD PARTIES OR PERSONS FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE, IN ANY WAY ARISING OUT OF, RELATING TO, RESULTING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT TOWN OF PROSPER (OWNER) FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEYS FEES FOR INJURY OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGES TO, OR LOSS OF USE OF ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHETHER THE CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE TOWN OF PROSPER (OWNER), ITS MAYOR AND TOWN COUNCIL, OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT TOWN OF PROSPER (OWNER) FROM THE CONSEQUENCES OF TOWN OF PROSPER'S (OWNER'S) OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.

IN ANY AND ALL CLAIMS AGAINST ANY PARTY INDEMNIFIED HEREUNDER BY ANY EMPLOYEE OF THE CONTRACTOR, ANY SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION HEREIN PROVIDED SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUB-CONTRACTOR UNDER WORKMEN'S COMPENSATION OR OTHER EMPLOYEE BENEFIT ACTS.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Owner shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Owner. Contractor shall retain approved counsel for the Owner within seven (7) business days after receiving written notice from the Owner that it is invoking its right to indemnification under this Construction Agreement. If Contractor does not retain counsel for the Owner within the required time, then the Owner shall have the right to retain counsel and the Contractor shall pay these attorneys' fees and expenses.

The Owner retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Owner elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Owner for such costs.

(Please note that this "broad-form" indemnification clause is not prohibited by Chapter 151 of the Texas Insurance Code as it falls within one of the exclusions contained in Section 151.105 of the Texas Insurance Code.)

E. Insurance Requirements

1. Before commencing work, the Contractor shall, at its own expense, procure, pay for and maintain the following insurance coverage written by companies approved by the State of Texas and acceptable to the Town of Prosper. The Contractor shall furnish to the Town of Prosper Purchasing Agent certificates of insurance executed by the insurer or its authorized agent stating the type of coverages, limits of each such coverage, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

Seventh Street Drainage Improvements
 Bid No. 2014-59-B
 Town of Prosper
 Attn: Purchasing Agent
 121 W. Broadway
 Prosper, Texas 75078

- (a) Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$2,000,000 general aggregate. If high risk or dangerous activities are included in the Work, explosion, collapse and underground (XCU) coverage is also required. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
- (b) Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
- (c) Umbrella or Excess Liability insurance with minimum limits of \$2,000,000 each occurrence and annual aggregate for bodily injury and property damage, that follows form and applies in excess of the above indicated primary coverage in subparagraphs a and b. The total limits required may be satisfied by any combination of primary, excess or umbrella liability insurance provided all policies comply with all requirements. The Contractor may maintain reasonable deductibles, subject to approval by the Owner.

2. With reference to the foregoing required insurance, the Contractor shall endorse applicable insurance policies as follows:
 - (a) A waiver of subrogation in favor of Town of Prosper, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
 - (b) The Town of Prosper, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader. (Please note that this "additional insured" coverage requirement is not prohibited by Chapter 151 of the Texas Insurance Code as it falls within one of the exclusions contained in Section 151.105 of the Texas Insurance Code.)
 - (c) All insurance policies shall be endorsed to the effect that Town of Prosper will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.
3. All insurance shall be purchased from an insurance company that meets a financial rating of "A" or better as assigned by the A.M. BEST Company or equivalent.
4. With respect to Workers' Compensation insurance, the Contractor agrees to comply with all applicable provisions of 28 Tex. Admin Code § 110.110, "Reporting Requirements for Building or Construction Projects for Governmental Entities," as such provision may be amended, and as set forth in Paragraph F following.

F. Workers' Compensation Insurance Coverage

1. Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling,

or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (b) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
7. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
9. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the

- statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (d) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (1) a certificate of coverage, prior to the other person beginning work on the project; and
 - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (f) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (g) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
10. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the

contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

G. Performance, Payment and Maintenance Bonds

The Contractor shall procure and pay for performance and payment bonds applicable to the work in the amount of the total bid price. The Contractor shall also procure and pay for a maintenance bond applicable to the work in the amount of ten percent (10%) of the total bid price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in this Construction Agreement. The performance, payment and maintenance bonds shall be issued in the form attached to this Construction Agreement as Exhibits B, C and D. Other performance, payment and maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance, payment and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment and maintenance bonds upon Town request. In addition to the foregoing requirements, if the amount of the bond exceeds One Hundred Thousand Dollars (\$100,000) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand Dollars (\$100,000) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

H. Progress Payments and Retainage

As it completes portions of the Work, the Contractor may request progress payments from the Owner. Progress payments shall be made by the Owner based on the Owner's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Owner satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Owner:

1. copies of documents reasonably necessary to aid the Owner in preparing an estimate of the value of Work properly completed;
2. full or partial releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the

Owner releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;

3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Owner determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Owner determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Owner the overpayment amount specified by the Owner within thirty (30) calendar days after it receives written demand from the Owner.

The fact that the Owner makes a progress payment shall not be deemed to be an admission by the Owner concerning the quantity, quality or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Owner shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set at five percent (5%). Retainage shall be withheld and may be paid to:

- a. ensure proper completion of the Work. The Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
- b. ensure timely completion of the Work. The Owner may use retained funds to pay liquidated damages; and
- c. provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Owner in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

I. Withholding Payments to Contractor

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Owner may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Amounts withheld under this section shall be in addition to any retainage.

J. Acceptance of the Work

When the Work is completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Owner's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Owner's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Owner may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

K. Acceptance of Erosion Control Measures

When the erosion control measures have been completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

L. Final Payment

After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens from the Contractor and its subcontractors, or other evidence satisfactory to the Owner to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this

result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Owner may, but is not obligated to issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Owner original copies of all documents that the Owner determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Owner has satisfied its obligation to administer the Construction Agreement in accordance with applicable law. The following documents shall, at a minimum, be required to be submitted prior to final payment being due: redline as-built construction plans; consent of surety to final payment; public infrastructure inventory; affidavit of value for public infrastructure; and, final change order(s). "Redline as-built construction plans" shall include, but are not limited to markups for change orders, field revisions, and quantity overruns as applicable. The list of documents contained in this provision is not an exhaustive and exclusive list for every project performed pursuant to these Contract Documents and Contractor shall provide such other and further documents as may be requested and required by the Owner to close out a particular project.

Subject to the requirements of the Contract Documents, the Owner shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

M. Contractor's Warranty

For a two-year period after the date specified in a written notice of acceptance of Work, Contractor shall provide and pay for all labor and materials that the Owner determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Owner may make a warranty inspection of the Work. The Owner shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Owner shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Owner may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the performance bond surety, or both.

If the Owner determines that a hazard exists because of defective materials and workmanship, then the Owner may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Owner to alleviate the hazard shall be paid by the Contractor, the performance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the performance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Owner may make as many warranty inspections as it deems appropriate.

N. Compliance with Laws

The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

O. Other Items

The Contractor shall sign the Construction Agreement, and deliver signed performance, payment and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within ten (10) calendar days after the Owner makes available to the Contractor copies of the Contract Documents for signature. Six (6) copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided, however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Owner delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure:

1. that Contractor timely delivers to the Owner all bonds and insurance documents; and
2. that the Owner retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST OWNER, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE OWNER BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE OWNER DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Collin County, Texas.

Although the Construction Agreement has been drafted by the Owner, should any portion of the Construction Agreement be disputed, the Owner and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Owner and Contractor and shall insure to their benefit and as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

FOUR STAR EXCAVATING, INC.

TOWN OF PROSPER, TEXAS

By: _____

By: HARLAN JEFFERSON

Title: _____

Title: Town Manager

Date: _____

Date: _____

Address: 6825 Levelland Rd., Suit 2B
Dallas, TX 75252

Address: 121 W. Broadway
Prosper, Texas 75078

Phone: _____

Phone: (972) 346 - 2640

Fax: _____

Fax: (972) 569 - 9335

ATTEST:

ROBYN BATTLE
Town Secretary

PERFORMANCE BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____ hereinafter called Principal, and _____ a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the **TOWN OF PROSPER**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Beneficiary", in the penal sum of Dollars (\$_____) plus fifteen percent (15%) of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Beneficiary, dated on or about the _____ day of _____, A.D. 20____, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

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BID NO. 2014-59-B**

in the Town of Prosper, Texas, as more particularly described and designated in the above-referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the Plans, Specifications and Contract Documents during the original term thereof and any extension thereof which may be granted by the Beneficiary, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final completion and final acceptance of the Work by Owner; and, if the Principal shall fully indemnify and save harmless the Beneficiary from and against all costs and damages which Beneficiary may suffer by reason of failure to so perform herein and shall fully reimburse and repay Beneficiary all outlay and expense which the Beneficiary may incur in

making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Plans, Specifications and Drawings, etc., accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in six copies, each one of which shall be deemed an original, this, the _____ day of _____, 20_____.

ATTEST:

PRINCIPAL:

By: _____
Signature

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

[Signatures continued on following page.]

ATTEST:

SURETY:

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

NOTE: Date on **Page 1** of Performance Bond must be **same date as Contract**. Date on **Page 2** of Performance Bond must be **after date of Contract**. If Resident Agent is not a corporation, give a person's name.

PAYMENT BOND

STATE OF TEXAS)
)
 COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is

_____ hereinafter called _____ Principal, and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the **TOWN OF PROSPER**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Owner", and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of _____ DOLLARS (\$_____) in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Owner, dated on or about the _____ day of _____, A.D. 20____, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

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NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and/or material in the prosecution of the Work provided for in the above-referenced Contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc., accompanying the same, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in six copies, each one of which shall be deemed an original, this, the _____ day of _____, 20__.

ATTEST:

PRINCIPAL:

By: _____
Signature

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

[Signatures continued on following page.]

ATTEST:

SURETY:

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

NOTE: Date on **Page 1** of Performance Bond must be **same date as Contract**. Date on **Page 2** of Performance Bond must be **after date of Contract**. If Resident Agent is not a corporation, give a person's name.

MAINTENANCE BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS: That _____
whose address is _____, hereinafter
referred to as "Principal," and _____, a corporate
surety/sureties organized under the laws of the State of _____ and fully licensed to
transact business in the State of Texas, as Surety, hereinafter referred to as "Surety" (whether
one or more), are held and firmly bound unto the **TOWN OF PROSPER**, a Texas municipal
corporation, hereinafter referred to as "Owner," in the penal sum of
_____ DOLLARS (\$_____) (ten percent
(10%) of the total bid price), in lawful money of the United States to be paid to Owner, its
successors and assigns, for the payment of which sum well and truly to be made, we bind
ourselves, our successors, heirs, executors, administrators and successors and assigns, jointly
and severally; and firmly by these presents, the condition of this obligation is such that:

WHEREAS, Principal entered into a certain written Contract with the Town of Prosper,
dated on or about the _____ day of _____, 20____, to furnish all
permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and
other accessories necessary for the construction of:

**SEVENTH STREET DRAINAGE IMPROVEMENTS
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in the Town of Prosper, Texas, as more particularly described and designated in the above-
referenced contract, such contract being incorporated herein and made a part hereof as fully
and to the same extent as if written herein word for word:

WHEREAS, in said Contract, the Principal binds itself to use first class materials and
workmanship and of such kind and quality that for a period of two (2) years from the completion
and final acceptance of the improvements by Owner the said improvements shall require no
repairs, the necessity for which shall be occasioned by defects in workmanship or materials and
during the period of two (2) years following the date of final acceptance of the Work by Owner,
Principal binds itself to repair or reconstruct said improvements in whole or in part at any time
within said period of time from the date of such notice as the Town Manager or his designee
shall determine to be necessary for the preservation of the public health, safety or welfare. If
Principal does not repair or reconstruct the improvements within the time period designated,
Owner shall be entitled to have said repairs made and charge Principal and/or Surety the cost of
same under the terms of this Maintenance Bond.

NOW, THEREFORE, if Principal will maintain and keep in good repair the Work herein
contracted to be done and performed for a period of two (2) years from the date of final
acceptance and do and perform all necessary work and repair any defective condition (it being
understood that the purpose of this section is to cover all defective conditions arising by reason
of defective materials, work or labor performed by Principal) then this obligation shall be void;
otherwise it shall remain in full force and effect and Owner shall have and recover from Principal

and its Surety damages in the premises as provided in the Plans and Specifications and Contract.

PROVIDED, however, that Principal hereby holds harmless and indemnifies Owner from and against any claim or liability for personal injury or property damage caused by and occurring during the performance of said maintenance and repair operation.

PROVIDED, further, that if any legal action be filed on this Bond, exclusive venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety as the resident agent in either Collin or Dallas Counties to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

IN WITNESS WHEREOF, this instrument is executed in six copies, each one of which shall be deemed an original, on this the _____ day of _____, 20____.

ATTEST:

PRINCIPAL:

By: _____
Signature

Company Name

Typed/Printed Name

By: _____
Signature

Title

Typed/Printed Name

Address

Title

City State Zip

Address

Phone Fax

City State Zip

[Signatures continued on following page.]

ATTEST:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

SURETY:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

GENERAL CONDITIONS

GC.01 **PURPOSE:** The General Conditions contained herein set forth conditions or requirements common to this Contract and all other construction contracts issued by the Town of Prosper.

GC.02 **DEFINITIONS:** The following words and expressions, or pronouns used in their place, shall wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context:

CALENDAR DAY: Any days of the week or month, no days being excepted.

CONTRACT DOCUMENTS: All of the written, printed, typed, and drawn instruments that comprise and govern the performance of the contract as defined by the Construction Agreement.

ENGINEER: The ENGINEER of the OWNER or his designee.

EXTRA WORK: Work required by the OWNER other than that which is expressly or impliedly required by the Contract Documents at the time of execution of the Contract.

HOLIDAYS: The ten official holidays observed are New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Eve, and Christmas Day. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday.

OWNER: The Town of Prosper, Texas, acting through the Town Manager under authority granted by the Town Council.

OWNER'S REPRESENTATIVE: The Executive Director of Development and Community Services of the Town of Prosper or his designee.

SUB-CONTRACTOR: Any persons, firm or corporation, other than employees of the CONTRACTOR, who or which contracts with the CONTRACTOR to furnish, or who actually furnishes, labor and/or materials and equipment at or about the site.

SUBSTANTIALLY COMPLETE: The condition upon which the Work has been made suitable for use and may serve its intended purpose but may still require minor miscellaneous work and adjustment.

WORK: All work to be performed by the CONTRACTOR under the terms of the Contract, including the furnishing of all materials, supplies, machinery, equipment, tools, superintendence, labor, submittals, services, insurance, permits, certificates, licenses, and all water, light, power, fuel, transportation, facilities, and other incidentals.

WRITTEN NOTICE: Notice required by the Contract shall be served concurrently to the OWNER'S REPRESENTATIVE, ENGINEER, and/or CONTRACTOR. Notice delivered by mail shall be effective on the postmark date, notice delivered by hand shall be effective the date of delivery, and notice delivered by facsimile or e-mail shall be effective the date of transmission, provided that any notice served after 5 PM or on a weekend or holiday shall be effective the following business day.

GC.03 GENERAL RESPONSIBILITIES AND UNDERSTANDINGS:

- (a) Intent of Contract Documents: The intent of the Contract Documents is to prescribe a complete work or improvement, which the CONTRACTOR undertakes to do in full compliance with the plans, specifications, special provisions, proposal and contract. The CONTRACTOR shall do all work as provided in the plans, specifications, special provisions, proposal and contract, and shall do such additional extra work as may be considered necessary to complete the work in satisfactory and acceptable manner. The CONTRACTOR shall furnish all labor, tools, materials, machinery, equipment and incidentals necessary to the satisfactory prosecution and completion of the work.
- (b) No Waiver of Legal Right: Inspection by the OWNER or ENGINEER, any order, measurement, or certificate by OWNER or ENGINEER, any order by the OWNER for payment of money, any payment for or acceptance of any work, or any extension of time, or any possession taken by the OWNER, shall not operate as a waiver of any provisions of the Contract Documents or any power therein reserved to the OWNER of any rights or damages therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other subsequent breach. The OWNER deserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the contract and specifications. The OWNER reserves the right to claim and recover by process of law sums as may be sufficient to correct any error or make good any deficiency in the work resulting from such error, dishonesty or collusion, upon the conclusive proof of collusion or dishonesty by the CONTRACTOR or his agents and the ENGINEER or his assistants, discovered in the work after the final payment has been made.
- (c) Changes and Alterations: The CONTRACTOR further agrees that the OWNER or ENGINEER may make such changes and alterations as the OWNER may see fit, in the line, grade, form, dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompany Performance and Payment Bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages for anticipated profits on the work that may be dispensed with. If the amount of work is increased, such additional work shall be paid for as provided under Extra Work. In case the OWNER shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the OWNER shall recompense the CONTRACTOR for any material or labor so used,

and for any actual loss occasioned by such change, due to actual expenses incurred in preparation for the work as originally planned.

- (d) Discrepancies and Omissions: It is further agreed that it is the intent of this contract that all work must be done and all material must be furnished in accordance with the generally accepted practice, and in the event of any discrepancies between the separate contract documents, the priority of interpretation defined by the Construction Agreement shall govern. In the event that there is still any doubt as to the meaning and intent of any portion of the contract, specifications or drawings, the ENGINEER shall define which is intended to apply to the work.
- (e) Plans and Specifications: The OWNER shall furnish the CONTRACTOR with an adequate and reasonable number of copies of all plans and specifications without expense to him, and the CONTRACTOR shall keep one copy of the same constantly accessible on the work, with the latest revisions noted thereon.
- (f) Ownership of Drawings: All drawings, specifications and copies thereof furnished by the OWNER shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to him on request, at the completion of the work. All models are the property of the OWNER.
- (g) Adequacy of Design: It is understood that the OWNER believes it has employed competent engineers and designers. It is, therefore, agreed that, as to the CONTRACTOR only, the OWNER shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, and the practicability of the operations of the completed project; provided the CONTRACTOR has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the OWNER. The burden of proof of such compliance shall be upon the CONTRACTOR to show that he has complied with the said requirements of the Contract Documents, approved modifications thereof and all approved additions and alterations thereto.
- (h) Line and Grade: The ENGINEER will furnish control benchmarks for the construction of the Work. The CONTRACTOR shall use the control benchmarks and data shown on the drawings. No construction staking will be provided by the ENGINEER or owner for this project. Any restaking, and all construction staking, required shall be at the sole cost of the CONTRACTOR.
- (i) Right of Way and Easements: The OWNER will obtain all necessary right of ways and easements required for the completion of the Work. No work shall be undertaken on nor shall men, tools, equipment, or other supplies occupy any ground outside right of ways and easements. If Contractor wants to work outside right of ways and easements and is able to make an agreement with the Property Owner, then the agreement should be documented and signed by the Property Owner and CONTRACTOR with a copy submitted to the OWNER before work off the easement commences.

The OWNER will obtain permits and/or license agreements necessary for work to be performed on right of ways or easements owned by other agencies including,

but not limited to, the Texas Departments of Transportation, North Texas Tollway Authority, BNSF Railway, and utility companies. The CONTRACTOR shall comply with the conditions of these permits and/or license agreements as if they were a part of the Contract Documents.

- (j) Existing Utilities and Structures: The location of existing utilities shown on the plans are based on the interpretation of the best available information and are not warranted by the OWNER or ENGINEER. It shall be the responsibility of the CONTRACTOR to verify and/or locate the various locations of pertinent utilities prior to or during construction. If any utility or irrigation system is broken by the Contractor, it shall be the responsibility of the CONTRACTOR to repair, at his own expense, the damaged line and restore it to its functional use.
- (k) Right of Entry: The OWNER reserves the right to enter the property or location on which the works herein contracted for are to be constructed or installed, by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said OWNER may desire. The CONTRACTOR shall conduct his work so as not to impede unnecessarily any work being done by others on or adjacent to the site.
- (l) Collateral Contracts: The OWNER agrees to provide by separate contract or otherwise, all labor and material essential to the completion of the work specifically excluded from this contract, in such manner as not to delay the progress of the work or damage said CONTRACTOR, except where such delays are specifically mentioned elsewhere in the Contract Documents.
- (m) Objections and Determinations: The ENGINEER shall determine all claims disputes and other matters in question between the CONTRACTOR and the OWNER relating to the execution or progress of the work or the interpretation of the Contract Documents. The ENGINEER'S decision shall be rendered in writing within a reasonable time and shall be binding.
- (n) Owner-Engineer Relationship: The duties, responsibilities and limitations of authority of the ENGINEER during construction are as set forth in the Contract Documents and shall not be extended or limited without written consent of the OWNER and ENGINEER. The ENGINEER will advise and consult with the OWNER, and OWNER'S instructions to the CONTRACTOR may be issued through the ENGINEER as if they were issued by the OWNER directly.

GC.04 CONTRACTOR RESPONSIBILITIES:

- (a) Contractor Independence: The CONTRACTOR is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing his work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the OWNER and ENGINEER being interested only in the result obtained and conformity of such completed improvements to the Contract Documents.
- (b) Assignment and Subletting: The CONTRACTOR agrees that he will retain personal control and will give his personal attention to the fulfillment of this

contract and that he will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the OWNER or ENGINEER, and that no part or feature of the work will be sublet to anyone objectionable to the ENGINEER or the OWNER. The CONTRACTOR further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the CONTRACTOR from his full obligations to the OWNER, as provided by this Agreement.

- (c) Contractor's Understanding: It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the OWNER or ENGINEER, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.
- (d) Duty of Contractor: The CONTRACTOR shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. CONTRACTOR shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of the contract, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction
- (e) Supervision by Contractor: The CONTRACTOR shall give adequate attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the CONTRACTOR in his absence and all directions given to him shall be as binding as if given to the CONTRACTOR.
- (f) Character of Workmen: The CONTRACTOR agrees to employ only orderly and competent men, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the OWNER or ENGINEER shall inform him in writing that any man or men on the work are, in his opinion, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the work without the OWNER'S or ENGINEER'S written consent.
- (g) Contractor's Buildings: The building of structures or the erection of tents or other forms of protection will be permitted only for use as temporary office space or for storage of materials, equipment, and supplies and only at such places as the OWNER or ENGINEER shall direct, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory

to the OWNER or ENGINEER. At no time shall employees or agents of the CONTRACTOR occupy such facilities except in conjunction with performance of the Work.

- (h) Protection of Site: The Contractor shall protect all structures, walks, pipe lines, trees, shrubbery, lawns and other improvements during the progress of his work and shall remove from the site all debris and unused materials.
- (i) Sanitation: Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the CONTRACTOR in such manner and at such points as shall be approved by the OWNER or ENGINEER, and their use shall be strictly enforced.
- (j) Equipment, Materials, and Construction Plant: The CONTRACTOR shall be responsible for the care, preservation, conservation, protection and replacement of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any and all parts of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, or whether OWNER has taken possession of completed portions of such work, until the entire work is completed and accepted.
- (k) Losses from Natural Causes: Unless otherwise specified, all loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his own cost and expense.

GC.05 PROTECTION OF PERSONS AND PROPERTY:

- (a) Protection Against Claims: If any person files a claim against the OWNER, OWNER's Agent or CONTRACTOR for personal injury or property damage resulting from, arising out of, or caused by, the operations of the CONTRACTOR, or any Work within the limits of the Project, the CONTRACTOR must either submit to the OWNER a duly executed full release within thirty (30) calendar days from the date of written claim, or immediately report the claim to his liability insurance carrier for their action in adjusting the claim. If the CONTRACTOR fails to comply with this provision within the stipulated time limit, it will be automatically deemed that the CONTRACTOR has appointed the OWNER as its irrevocable Attorney In Fact authorizing the OWNER to report the claim directly with the CONTRACTOR's liability insurance carrier. This provision is in and of itself a Power of Attorney from the CONTRACTOR to the OWNER, which authorizes the OWNER to take said action on behalf of the CONTRACTOR without the necessity of the execution of any other document. If the CONTRACTOR fails to comply with the provisions of this item, the OWNER, at its own discretion, may terminate this contract or take any other actions it deems appropriate. Any payment or portion thereof due the CONTRACTOR, whether it is a final payment, progress payment, payment out of retainage or refund payment may be withheld by the OWNER. Bankruptcy, insolvency or denial of liability by the CONTRACTOR's insurance carrier shall not exonerate the CONTRACTOR from liability.

As a result of the additional work created to OWNER due to non-response of claims for damages by CONTRACTOR to third parties, CONTRACTOR shall incur penalties for failure to abide by this Special Condition.

The CONTRACTOR shall respond to the claimant in writing regarding the status of the claim, including whether CONTRACTOR disputes the claim, wishes to settle, or will notify its liability insurance carrier regarding the claim. CONTRACTOR will be assessed a penalty by OWNER of \$75.00 per claim, for its failure to respond to the claimant as described above within thirty (30) calendar days of its written notice of claim by the City.

To ensure CONTRACTOR compliance, the OWNER shall be notified, by copied correspondence of responses or settlement by CONTRACTOR.

- (b) Protection Against Accidents to Employees and the Public: The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent contractor.
- (c) Protection of Adjoining Property: The CONTRACTOR shall take proper means to communicate with the adjacent or adjoining property owners and protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property.
- (d) Protection Against Royalties or Patented Invention: The CONTRACTOR shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the patentee or owner.
- (e) Threats to Persons or Property: The CONTRACTOR shall respond promptly to any imminent threat to persons or property arising from or in relation to performance of the Work. Failure to promptly correct any threat to persons or property may result in a temporary suspension of work until such time as the threat is resolved.

GC.06 PROSECUTION AND PROGRESS:

- (a) Time and Order of Completion: It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the CONTRACTOR shall be

allowed to prosecute his work in such manner as shall be most conducive to economy of construction; provided however, that the order and the time of prosecution shall be such that the work shall be Substantially Completed as a whole and in part in accordance with this contract, the plans and specifications, and within the time of completion designated in the Proposal; provided, also, that when the OWNER is having other work done, either by contract or by his own force, the ENGINEER may direct the time and manner of constructing the work done under this contract, so that conflict will be avoided and the construction of the various works being done for the OWNER shall be harmonized.

The CONTRACTOR shall submit prior to beginning work, with each pay estimate, and at other such times as may reasonably be requested by the OWNER or ENGINEER, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts of the work, and estimated dates of completion of the several parts.

- (b) Working Hours: Permissible working hours are 7:00 AM to 7:00 PM Monday through Saturday, excluding holidays. Working hours are enforced by the Town of Prosper Police Department. Any variance to these working hours must be requested by the CONTRACTOR in writing at least two weeks in advance and will require approval from the OWNER upon positive recommendation of the ENGINEER.
- (c) Extension of Time: Should the CONTRACTOR be delayed in the completion of the work by any act or neglect of the OWNER or ENGINEER, or of any employee of either, or by other contractors employed by the OWNER, or by changes ordered in the work, or by strikes, lockouts, fires, and unusual delays by common carriers, or uncontrollable cause or causes beyond the CONTRACTOR'S control, and the OWNER and ENGINEER decides such cause justifies the delay, then an extension of time sufficient to compensate for the delay as determined by the OWNER or ENGINEER shall be allowed for completing the work; provided, however, that the CONTRACTOR shall give the OWNER or ENGINEER prompt notice in writing of the cause of such delay.
- (d) Hindrances and Delays: No claims shall be made by the CONTRACTOR for damages resulting from hindrances or delays from any cause (except where the work is stopped by order of the OWNER) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of the OWNER, then such expense as in the judgment of the ENGINEER is caused by such stoppage of said work shall be paid by the OWNER to the CONTRACTOR.
- (e) Liquidated Damages: The time of completion is of the essence for this Contract. For each day that any work shall remain uncompleted after the time specified in the Contract or in an executed Change Order, including milestone completion dates, substantial completion, and final completion, the OWNER may deduct the following sum from monies due to the CONTRACTOR for each day the work remains uncompleted:

GC.07

Amount of Contract	Amount of Liquidated Damages
Less than \$50,000	\$100 per day
\$50,000 to \$100,000	\$150 per day
\$100,000 to \$500,000	\$200 per day
\$500,000 to \$1,000,000	\$250 per day
\$1,000,000 to \$5,000,000	\$500 per day
Greater than \$5,000,000	\$750 per day

GC.08 CONTROL OF WORK AND MATERIAL:

- (a) Shop Drawings and Submittals: The CONTRACTOR shall submit to the OWNER or ENGINEER, with such promptness as to cause no delay in his own work or in that of any other contractor, four (4) checked copies, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the OWNER or ENGINEER shall pass upon them with reasonable promptness, noting desired corrections. The CONTRACTOR shall make any corrections required by the OWNER or ENGINEER, file with him two corrected copies and furnish such other copies as may be needed. The OWNER'S or ENGINEER'S approval of such drawings or schedules shall not relieve the CONTRACTOR from responsibility for deviations from drawings or specifications, unless he has in writing called the OWNER'S or ENGINEER'S attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules. It shall be the CONTRACTOR'S responsibility to fully and completely review all shop drawings to ascertain their effect on his ability to perform the required contract work in accordance with the plans and specifications and within the contract time.

Such review by the OWNER or ENGINEER shall be for the sole purpose of determining the sufficiency of said drawings or schedules to result in finished improvements in conformity with the plans and specifications, and shall not relieve the CONTRACTOR of his duty as an independent contractor as previously set forth, it being expressly understood and agreed that the OWNER or ENGINEER does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any means or methods reflected thereby, in relation to the safety of either person or property during CONTRACTOR'S performance hereunder.

- (b) Temporary Traffic Control: Where the Work is carried on, in or adjacent to any road, alley, sidewalk, trail, or other public space, the CONTRACTOR shall at his own cost and expense furnish, erect and maintain temporary traffic control devices and shall take such other precautionary measures for the protection of persons or property and of the Work as are necessary. A sufficient number and arrangement of temporary traffic control devices shall be erected to keep vehicles and persons from entering on or into any work under construction. The CONTRACTOR'S responsibility for the maintenance of barricades, signs and lights, and for providing watchmen, shall not cease until the project has been accepted by the Owner.

All temporary traffic control devices shall be clearly visible at all times of day and night. Signs and barricades shall be constructed of retro-reflective sheeting, and cones and other channelizing devices shall have retro-reflective banding. All temporary traffic control devices shall comply with and have the meanings prescribed by the Texas Manual of Uniform Traffic Control Devices.

The Contractor shall at all times coordinate the closing of any section of road, alley, sidewalk, trail, or other public space with the OWNER or ENGINEER. When such a closing is anticipated to have a duration longer than one (1) hour, the CONTRACTOR shall submit a traffic control plan at least 72 hours in advance to the OWNER or ENGINEER for review and approval.

The CONTRACTOR shall be held responsible for all damage to the Work due to failure of barricades, signs, to protect it, and whenever evidence is found of such damage, the OWNER or ENGINEER may order the damaged portion immediately removed and replaced by the CONTRACTOR at his cost and expense.

- (c) Public Convenience: Materials stored about the Work shall be so placed, and the Work shall at all times be so conducted, as to cause no greater obstruction to the traveling public than is considered necessary by the OWNER. The CONTRACTOR shall make provisions at all roads, alleys, sidewalks, trails, and private driveways for the free passage of pedestrians and vehicles provided that where free passage is impractical or unnecessary in the opinion of the OWNER, the CONTRACTOR may make arrangements satisfactory to the OWNER for the diversion of traffic and shall, at his own expense, provide all material and perform all work necessary for the construction and maintenance of such diversions. The materials excavated, and the construction materials or plant used in the construction of the Work, shall be placed so as not to endanger the Work or prevent free access to all public and private utilities and related appurtenances.

The OWNER reserves the right to remedy any neglect on the part of the CONTRACTOR as regards to the public convenience and safety which may come to its attention after twenty-four (24) hours notice in writing the CONTRACTOR, save in cases of emergency, when it shall have the right to remedy any neglect without notice; and in either case, the cost of such work done by the OWNER shall be deducted from monies due or to become due to the Contractor.

- (d) Testing of Materials: Testing and inspection of materials required by the specifications shall be performed by a commercial testing laboratory selected by the CONTRACTOR and approved by the OWNER. Except as otherwise noted, the costs of laboratory tests will be paid by the CONTRACTOR, including any materials or specimens for testing. Any testing of material or workmanship required due to failure will be paid for by the CONTRACTOR. This payment will be made direct to the testing laboratory by the CONTRACTOR.

The CONTRACTOR shall furnish at his own expense, suitable evidence that the materials he proposes to incorporate into the work are in accordance with the specifications. Mill tests for reinforcing steel and cement will be acceptable if it is definite that the test sheets apply to the material being furnished. Manufacturer's

or supplier's test results will be acceptable for such items as pipe, valves, hydrants when it is definite that the material being furnished is in accordance with the manufacturer's or supplier's specifications to which the test results apply. Supplier's evidence of quality and gradation of asphaltic material will be acceptable as long as the material is secured from the sources to which the evidence applies.

Should the CONTRACTOR fail to provide the above information, or should the validity of the above information be called into question, the OWNER shall have the right to require tests to be made by the OWNER's laboratory to obtain this information and the cost therefore shall be borne by the CONTRACTOR or deducted from monies owed by the OWNER to the CONTRACTOR.

- (e) Trench Excavation Protection: It is the sole duty, responsibility, and prerogative of the CONTRACTOR, not the OWNER or ENGINEER, to determine the specific applicability of a trench safety system to each field condition encountered on the project as required by Part 1926, Sub-part P-Excavations, Trenching, and Shoring of the Occupational Safety and Health Administration's Standards and Interpretations. It will be the Contractor's responsibility to identify the soil type and to accurately adjust his trench safety methods according to the OSHA requirements.
- (f) Explosives: The use of explosives shall not be permitted.

GC.09 INSPECTION AND ACCEPTANCE:

- (a) Inspection of Work: Inspection will be performed by representatives of the OWNER, ENGINEER, other reviewing agencies, and their designees. It is the intent of the OWNER to inspect all work on this project. The CONTRACTOR is responsible for verifying with the OWNER, ENGINEER, or other reviewing agencies when an inspector is and is not required. The CONTRACTOR shall furnish the OWNER, ENGINEER, other reviewing agencies, and their designees reasonable access and facilities for inspecting the Work and determining whether or not the Work is in accordance with the Contract Documents

The CONTRACTOR shall be responsible for all costs associated with verifying the acceptability of work completed without proper inspection, as directed by the OWNER, ENGINEER, or other reviewing agency. If deemed to be unacceptable, the work may be ordered removed at the CONTRACTOR's expense.

- (b) Inspection Overtime: The OWNER and ENGINEER will provide inspection staff on weekdays between 8:00 AM and 5:00 PM. Inspection performed outside these hours or on weekends or holidays may be subject to an inspection overtime fee determined by the OWNER and ENGINEER. The CONTRACTOR is responsible for determining inspection overtime rules of other reviewing agencies.
- (c) Use of Completed Portions: The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired. Such taking possession and use shall not be deemed an

acceptance of any work not completed in accordance with the Contract Documents, nor shall the risk of loss change from CONTRACTOR to OWNER. If such prior use increases the cost of or delays the work, the CONTRACTOR shall be entitled to such extra compensation, or extension of time, or both, as the OWNER or ENGINEER may determine.

- (d) Defects and their Remedies: If the Work or any portion thereof, or any material brought on the site of the Work for use in the Work or selected for the same, shall be deemed by the OWNER or ENGINEER as unsuitable or not in conformity with the specifications, the CONTRACTOR shall, after receipt of written notice thereof from the OWNER or ENGINEER, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.
- (e) Preliminary Final Inspection: Upon substantial completion of the Work, the CONTRACTOR shall request a preliminary final inspection of the Work by representatives of the OWNER, ENGINEER, and other reviewing agencies. The OWNER or ENGINEER will provide written notice of any defects to the CONTRACTOR and the CONTRACTOR shall promptly remedy such defects in accordance with the Contract Documents.
- (f) Final Inspection: Upon completion of all items identified on the punch list, the CONTRACTOR shall request a final inspection of the Work by representatives of the OWNER, ENGINEER, and other reviewing agencies. If additional defects are noted, the CONTRACTOR shall promptly remedy such defects and repeat this process. If the Work is found to be acceptable, the OWNER or ENGINEER will provide written notice of Completion of the Work to the CONTRACTOR.
- (g) Acceptance: Upon Completion, the CONTRACTOR shall submit to the OWNER or ENGINEER such documentation as is necessary to insure that the work has been completed, subcontractors and suppliers have been paid, any claims received have been settled, and other documentation as required by the OWNER or ENGINEER. If the documentation is found to be acceptable, the OWNER or ENGINEER will issue a written notice of Acceptance of the Work to the CONTRACTOR.

GC.10 MEASUREMENT AND PAYMENT:

- (a) Estimated Quantities: The quantities of each item on the bid proposal blank represent the approximate amount of work to be done. Final quantities actually built will be determined and paid for by actual measurements on the ground of the final work completed. Bidders are especially notified that no incidental items of work will be paid for unless there appears an item in the proposal blank for such work. It must be strictly understood that the prices bid are for complete and acceptable work.
- (b) Measurement: Quantities of individual items of work shall be based on the final, in-place quantity of the item of work, measured or computed using the units specified in the Proposal. Where a discrepancy in measured or computed quantities occurs among the OWNER, ENGINEER, and CONTRACTOR, the

parties attempt to reconcile the discrepancy. If no reconciliation is possible, the determination of the ENGINEER shall be used.

- (c) Progress Payments: As close as practical to the end of each month in which work has been performed, the CONTRACTOR shall prepare and submit to the OWNER an application for payment showing as completely as practicable the total value of the work done by the CONTRACTOR up to and including the last day immediately preceding the date of such application and the value of all sound materials delivered on the site of the work that are to be fabricated into the work.

The OWNER'S REPRESENTATIVE and/or ENGINEER shall promptly review CONTRACTOR'S application for payment, shall either approve or modify the total value of the work done by CONTRACTOR and the value of materials delivered on the site, and shall submit to OWNER such application for payment as approved or modified with OWNER'S REPRESENTATIVE'S and/or ENGINEER'S recommendation affixed thereto within ten (10) business days following the receipt of the application from CONTRACTOR.

The OWNER shall pay the CONTRACTOR within thirty (30) days following receipt of the application from CONTRACTOR, less any amount held for retainage or outstanding claims or defective work.

- (d) Payment Withheld: The OWNER may withhold any payment otherwise due to the CONTRACTOR. The amount of any withheld payment shall be as necessary to protect the OWNER's interest in the following circumstances:
- (i) unsatisfactory progress of the Work within the CONTRACTOR's control;
 - (ii) reasonable doubt that the Work can be completed for the unpaid balance;
 - (iii) failure of the CONTRACTOR to carry out orders of the OWNER;
 - (iv) defective work not remedied;
 - (v) the filing of a claim against the CONTRACTOR or reasonable evidence that a claim will be filed against the CONTRACTOR;
 - (vi) failure of the CONTRACTOR to make payment to subcontractors or suppliers for material and labor used in performance of the Work;
 - (vii) unsafe working conditions or threats to persons or property allowed to persist by the CONTRACTOR;
 - (viii) failure of the CONTRACTOR to provide work schedules, invoices, or other records requested by the OWNER;
 - (ix) use of subcontractors without the consent of the ENGINEER or OWNER;
 - (x) or, failure of the CONTRACTOR to keep current redline as-built drawings at the job site or to turn redline as-built drawings over to the OWNER.

GC.11 EXTRA WORK AND CLAIMS:

- (a) Change Orders: Without invalidating this Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions to the work; such changes will be authorized by written Change Order prepared by the OWNER for execution by the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price, as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

In the event the CONTRACTOR shall refuse to execute a Change Order which has been prepared by the OWNER, the OWNER may in writing instruct the CONTRACTOR to proceed with the work as set forth in the Change Order and the CONTRACTOR may make claim against the OWNER for Extra Work involved therein, as hereinafter provided.

- (b) Minor Changes: The OWNER or ENGINEER may authorize minor changes in the work not inconsistent with the overall intent of the Contract Documents and not involving an increase in Contract Price. If the CONTRACTOR believes that any minor change or alteration authorized by the OWNER or ENGINEER involves Extra Work and entitles him to an increase in the Contract Price, the CONTRACTOR shall make written request to the OWNER or ENGINEER for a written Field Order.

Any request by the CONTRACTOR for a change in Contract Price shall be made in writing in accordance with the provisions of this section prior to beginning the work covered by the proposed change.

- (c) Extra Work: It is agreed that the basis of compensation to the CONTRACTOR for work either added or deleted by a Change Order or for which a claim for Extra Work is made shall be determined by one or more of the following methods:

- Method (A) - By agreed unit prices; or
- Method (B) - By agreed lump sum; or
- Method (C) - If neither Method (A) nor Method (B) be agreed upon before the Extra Work is commenced, then the CONTRACTOR shall be paid the "actual field cost" of the work, plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost to the CONTRACTOR of all workmen, such as foreman, timekeepers, mechanics and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security Old Age Benefits and other payroll taxes, and, a rateable proportion of premiums on Performance and Payment Bonds and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the OWNER, or by them agreed to. The OWNER or ENGINEER may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the OWNER or ENGINEER. The OWNER or ENGINEER may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used; otherwise these matters shall be determined by the CONTRACTOR. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100 percent, unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America.

Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the written Change Order. The fifteen percent (15%) of the "actual field cost" to be paid the CONTRACTOR shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined; save that where the CONTRACTOR'S Camp or Field Office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for Extra Work of any kind will be allowed unless ordered in writing by the OWNER or ENGINEER. In case any orders or instructions, either oral or written, appear to the CONTRACTOR to involve Extra Work for which he should receive compensation or an adjustment in the construction time, he shall make written request to the OWNER or ENGINEER for written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefore, and the OWNER or ENGINEER insists upon its performance, the CONTRACTOR shall proceed with the work after making written request for written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C). The CONTRACTOR will thereby preserve the right to submit the matter of payment to a court of general jurisdiction to decide the matter, otherwise the CONTRACTOR shall waive all claims for payment for Extra Work.

GC.12 CONTRACT TERMINATION

- (a) Abandonment by CONTRACTOR: In case the CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the OWNER or ENGINEER, or if the CONTRACTOR fails to comply with the orders of the OWNER or ENGINEER, when such orders are consistent with the Contract Documents, then, and in that case, where performance and payment bonds exist, the Sureties on these bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the CONTRACTOR.

After receiving said notice of abandonment, the CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the OWNER or the Surety on the performance bond, or another contractor in completion of the work; and the CONTRACTOR shall not receive any rental or credit therefore (except when used in connection with Extra Work, where credit shall be allowed as provided for under Section 6, Extra Work and Claims), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within ten (10) days after service of such notice, then the OWNER may provide for completion of the work in either of the following elective manners:

The OWNER may employ such force of men and use such machinery, equipment, tools, materials and supplies as said OWNER may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the OWNER out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or his Surety shall pay the amount of such excess to the OWNER; or

The OWNER under sealed bids, after five (5) days notice published one or more times in a newspaper having general circulation in the county of the location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In the case of any increase in cost to the OWNER under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the CONTRACTOR and the Surety shall be and remain bound therefore. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this contract, the CONTRACTOR and/his Surety shall be credited therewith.

When the work shall have been substantially completed the CONTRACTOR and his Surety shall be so notified and Certificates of Completion and Acceptance shall be issued. A complete itemized statement of the contract accounts, certified to by the OWNER or ENGINEER as being correct, shall then be prepared and delivered to the CONTRACTOR and his Surety, whereupon the CONTRACTOR and/or his Surety, or the OWNER as the case may be, shall pay the balance due as reflected by said statement, within fifteen (15) days after the date of such Certificate of Completion.

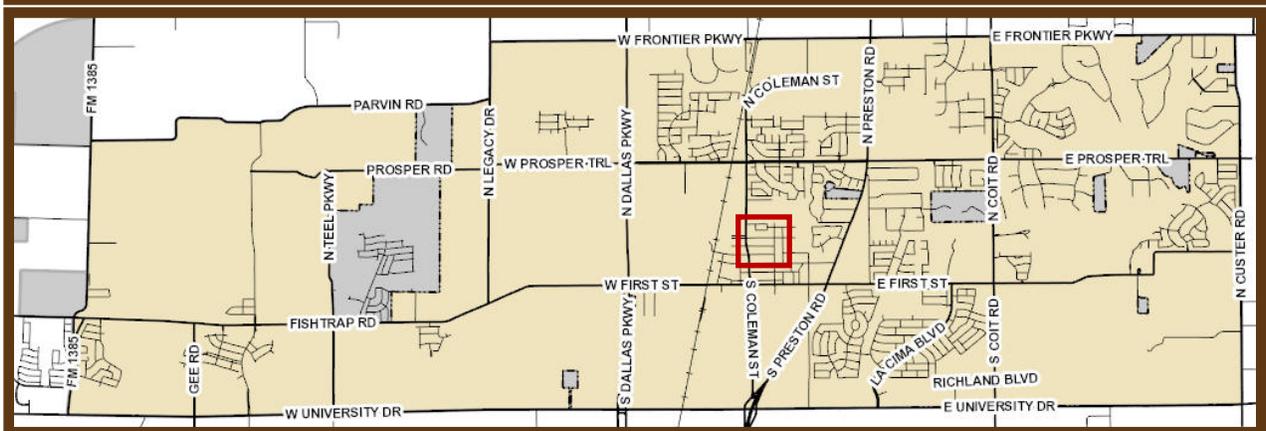
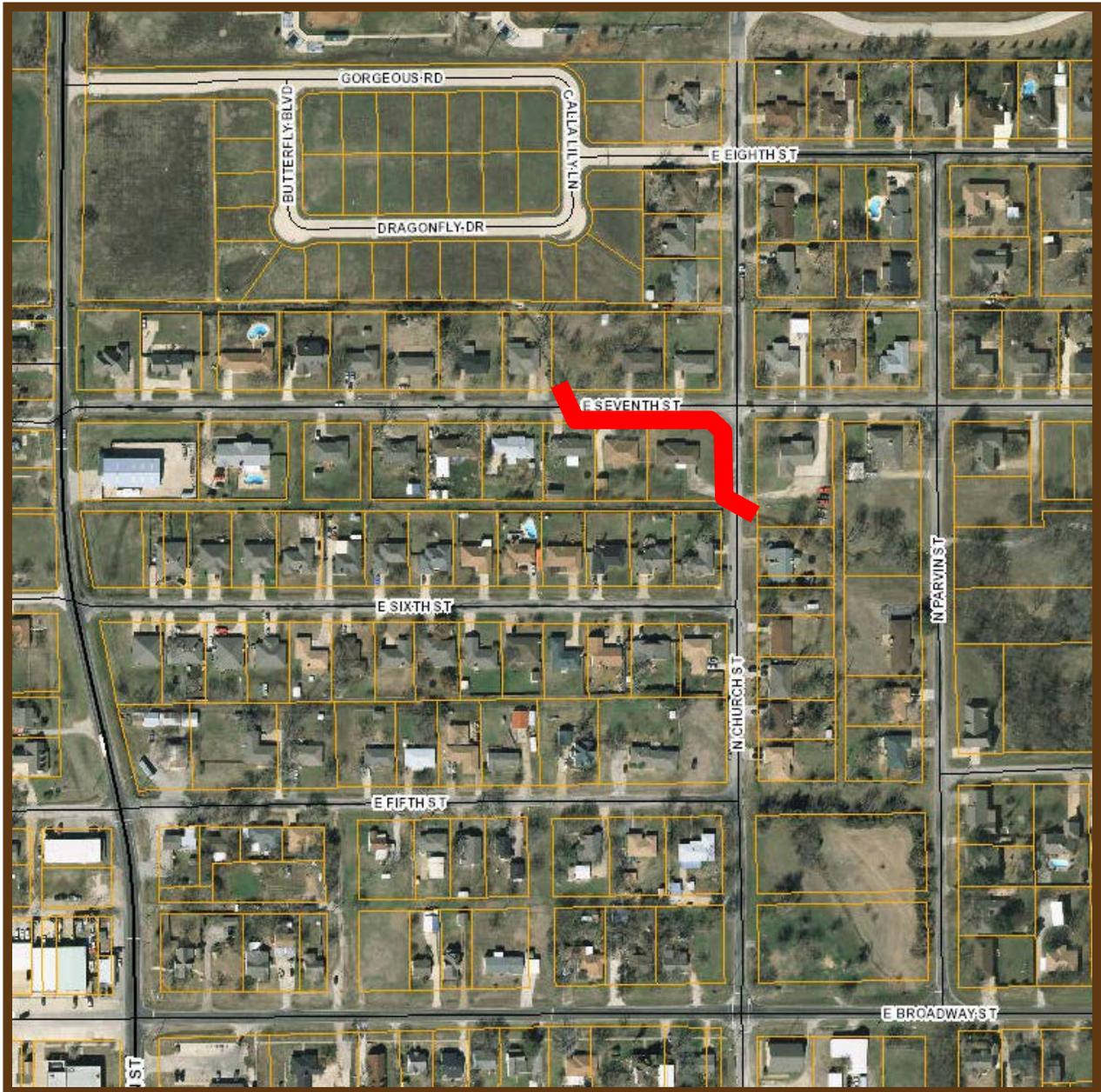
After final completion of the work and in the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the OWNER had the work been completed by the CONTRACTOR under the terms of this contract; or when the CONTRACTOR and/or his Surety shall pay the balance shown to be due by them to the OWNER, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over the CONTRACTOR and/or his Surety. Should the cost to complete the work exceed the contract price, and the CONTRACTOR and/or his Surety fail to pay the amount due the OWNER within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the CONTRACTOR and his Surety at the respective addresses designated in this contract; provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the CONTRACTOR and his Surety subject only to the duty of the OWNER to exercise ordinary care to protect such property. After fifteen (15) days from

the date of said notice the OWNER may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the CONTRACTOR and his Surety. Such sale may be made at either public or private sale, with or without notice, as the OWNER may elect. The OWNER shall release any machinery, equipment, tools, materials, or supplies, which remain on the work, and belong to persons other than the CONTRACTOR or his Surety, to their proper owners.

- (b) Abandonment by OWNER: In case the OWNER shall fail to comply with the terms of this contract within ten (10) days after written notification by the CONTRACTOR, then the CONTRACTOR may suspend or wholly abandon the work, and may remove therefrom all machinery, tools and equipment, and all materials on the site of work that have not been included in payments to the CONTRACTOR and have not been wrought into the work. Thereupon the ENGINEER shall make an estimate of the total amount earned by the CONTRACTOR, which estimate shall include the value of all work actually completed by said CONTRACTOR, the value of all partially completed work at a fair and equitable price, and the amount of all Extra Work performed at the prices agreed upon, or provided for by the items of this contract, and a reasonable sum to cover the cost of any provisions made by the CONTRACTOR to carry the whole work to completion and which cannot be utilized. The ENGINEER shall then make a final statement of the balance due the CONTRACTOR by deducting from the above estimate all previous payments by the OWNER and all other sums that may be retained by the OWNER under the terms of this Agreement and shall certify same to the OWNER who shall pay to the CONTRACTOR on or before thirty (30) days after the date of delivery to OWNER of such certified final statement.
- (c) Termination of Contract in Case of National Emergency: Whenever, because of a national emergency, so declared by the President of the United States or other lawful authority, it becomes impossible for the Contractor to obtain all of the necessary labor, material and equipment for the prosecution of the work with reasonable continuity for a period of two (2) months, the Contractor shall within seven (7) days notify the Owner in writing, giving a detailed statement of the efforts which have been made and listing all necessary items of labor, material and equipment not obtainable. If, after investigation, the Owner finds that such conditions exist and that the inability of the Contractor to proceed is not attributable in whole or in part to the fault or neglect of the Contractor, then if the Owner cannot after reasonable effort assist the Contractor in procuring and making available the necessary labor, materials, and equipment within thirty (30) days, the Contractor may request the Owner to terminate the contract and the Owner shall within thirty (30) days comply with the request, and the termination shall be based on a final settlement, which shall include, but not be limited to, the payment for all work executed.



Seventh Street Drainage Improvements Bid No. 2014-59-B





PLANNING

To: Mayor and Town Council
From: Alex Glushko, AICP, Senior Planner
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – September 9, 2014

Agenda Item:

Consider and act upon an ordinance involuntarily annexing a 2.3± acre tract of land, located on the east side of Dallas Parkway, 500± feet south of First Street. (A14-0001).

Description of Agenda Item:

In 2009, the Town entered into multiple five-year Annexation Agreements with the remaining unincorporated properties within Collin County and in the Town's Extraterritorial Jurisdiction (ETJ). The Town has offered to extend these Agreements to all properties that continue to maintain their Agricultural use property tax exemption. The subject property no longer has an Agricultural exempt status. Therefore, Town staff recommends moving forward with the involuntary annexation of the property. On July 22, 2014, and August 12, 2014, the Town Council conducted the required public hearings as shown on the schedule for involuntary annexation.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the ordinance as to form and legality, and all legal notices, hearings, procedures and publishing requirements for annexation have been performed and completed in the manner and form set forth by law.

Attached Documents:

1. Ordinance
2. 2014 Annexation Service Plan
3. 2014 Annexation Schedule

Town Staff Recommendation:

Town staff recommends that the Town Council approve an ordinance involuntarily annexing a 2.3± acre tract of land located on the east side of Dallas Parkway, 500± feet south of First Street.

Proposed Motion:

I move to approve an ordinance involuntarily annexing a 2.3± acre tract of land located on the east side of Dallas Parkway, 500± feet south of First Street.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 14-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ANNEXING A TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, COLLIN COUNTY, TEXAS, CONTAINING APPROXIMATELY 2.307 ACRES OF LAND, AND BEING MORE GENERALLY LOCATED ON THE EAST SIDE OF DALLAS PARKWAY, 500± FEET SOUTH OF FIRST STREET, MORE OR LESS, IN COLLIN COUNTY, TEXAS; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE ABOVE-DESCRIBED TRACT OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF PROSPER AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREAFTER ADOPTED; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Prosper, Texas ("Town Council"), pursuant to the authority contained in Chapter 43 of the Texas Local Government Code, has investigated and determined that it would be advantageous and beneficial to Prosper and its inhabitants to annex the hereinafter described property ("Property") into the Town of Prosper ("Town"); and

WHEREAS, the Town Council finds that all requisites relative to consideration and adoption of this Ordinance have been complied with, pursuant to Chapter 43, Texas Local Government Code; and

WHEREAS, the Town Council finds that the Property that is the subject of this Ordinance is within the extraterritorial jurisdiction of the Town and is adjacent and contiguous to the existing town limits of the Town; and

WHEREAS, the Town Council finds that the field notes close the boundaries of the Property being annexed; and

WHEREAS, the Town Council has conducted at least two public hearings at which persons interested in the annexation were given an opportunity to be heard regarding the proposed annexation and the proposed service plan; and

WHEREAS, the Town Council finds the public hearings were conducted and held in accordance with Chapter 43 of the Texas Local Government; and

WHEREAS, the Town Council finds the proposed Service Plan for Annexed Area was prepared in compliance with law and was available for review and inspection by citizens; and

WHEREAS, the Town Council finds that all legal notices, hearings, procedures and publishing requirements for annexation have been performed and completed in the manner and form set forth by law.

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

SECTION 1

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

SECTION 2

The Property described in the attached Exhibit A and all public streets, roadways and alleyways located within or contiguous to the same is hereby annexed into the Town.

SECTION 3

The Service Plan for the Property is attached hereto as Exhibit B and made a part hereof for all purposes.

SECTION 4

From and after the passage of this Ordinance, the Property shall be a part of the Town, and the inhabitants thereof shall be entitled to all the rights and privileges of all of the citizens of Town and shall be bound by all of the ordinances and regulations enacted pursuant to and in conformity with the laws of the State of Texas.

SECTION 5

That the official map and boundaries of the Town are hereby amended to include the property as part of the Town and that a certified copy of this Ordinance shall be filed in the County Clerk's Office of Collin County, Texas.

SECTION 6

It shall be unlawful for any person, firm or corporation to make use of the Property in some manner other than as authorized by this Ordinance and Zoning Ordinance No. 05-20, and any amendments thereto; and it shall be unlawful for any person, firm or corporation to construct on the Property any building that is not in conformity with the permissible use under this Ordinance and Zoning Ordinance No. 05-20, and any amendments thereto.

SECTION 7

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8

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 9

This Ordinance shall become effective immediately upon its passage.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 9TH DAY OF SEPTEMBER, 2014.

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

**EXHIBIT A
ANNEXATION
LEGAL DESCRIPTION**

BEING A **2.307** ACRE TRACT OF LAND LOCATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, AND BEING ALL OF THE SAME TRACT OF LAND DESCRIBED IN DEED TO PERSEPOLIS ORIENTAL RUGS OF DALLAS INC., RECORDED IN VOLUME 5889, PAGE 1784, DEED RECORDS, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE COMMON CORNER OF SAID PERSEPOLIS TRACT AND A TRACT OF LAND DESCRIBED IN DEED AS TRACT ONE IN DEED TO PROSPER DAWN INVESTMENTS, LTD., RECORDED IN DOCUMENT NO. 20070828001200880, DEED RECORDS, COLLIN COUNTY, TEXAS AND ALSO BEING IN THE WEST LINE OF A CALLED 15.474 ACRE TRACT OF LAND DESCRIBED IN DEED TO PROSPER DAWN INVESTMENTS, LTD. AS RECORDED IN DOCUMENT NO. 20070828001200890, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE **NORTH 89°12'18" WEST**, ALONG THE COMMON LINE OF SAID TRACT ONE PROSPER DAWN INVESTMENTS, LTD. TRACT AND SAID 2.313 ACRE PERSEPOLIS ORIENTAL RUGS OF DALLAS INC. TRACT, A DISTANCE OF **222.39** FEET TO THE COMMON CORNER OF SAID 2.697 ACRE COLLIN COUNTY, TEXAS TRACT, SAID PERSEPOLIS ORIENTAL RUGS OF DALLAS INC. TRACT, SAID TRACT ONE PROSPER DAWN INVESTMENTS, LTD. TRACT AND A CALLED 2.681 ACRE TRACT OF LAND DESCRIBED IN DEED TO COLLIN COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 20060313000324730, DEED RECORDS, COLLIN COUNTY, TEXAS, SAID POINT ALSO BEING THE BEGINNING OF A CURVE TO THE LEFT WHOSE CHORD BEARS **NORTH 00°14'36" EAST, 112.99** FEET;

THENCE CONTINUING ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF **01°07'37"**, A RADIUS OF **5744.48** FEET AND AN ARC LENGTH OF **113.00** FEET;

THENCE **NORTH 00°19'12" WEST**, ALONG THE COMMON LINE OF SAID PERSEPOLIS TRACT AND SAID COLLIN COUNTY TRACT, A DISTANCE OF **334.38** FEET TO THE COMMON CORNER OF SAID PERSEPOLIS TRACT AND SAID **2.697** ACRE COLLIN COUNTY TRACT;

THENCE **SOUTH 89°09'19" EAST**, ALONG THE COMMON LINE OF SAID 2.313 ACRE PERSEPOLIS ORIENTAL RUGS OF DALLAS INC. TRACT AND SAID PROSPER DAWN INVESTMENTS, LTD. TRACT, A DISTANCE OF **227.93** FEET TO THE COMMON EAST CORNER OF SAID 2.313 PERSEPOLIS ORIENTAL RUGS OF DALLAS INC. TRACT AND SAID PROSPER DAWN INVESTMENTS, LTD. TRACT, SAID POINT ALSO BEING IN THE WEST LINE OF SAID 15.474 ACRE PROSPER DAWN INVESTMENTS, LTD. TRACT;

THENCE **SOUTH 00°31'51" WEST**, ALONG THE COMMON LINE OF SAID 2.313 ACRE PERSEPOLIS ORIENTAL RUGS OF DALLAS INC. TRACT AND SAID 15.474 ACRE PROSPER DAWN INVESTMENTS, LTD. TRACT, A DISTANCE OF **447.11** FEET TO THE POINT OF BEGINNING AND CONTAINING **100,475** SQUARE FEET OR **2.307** ACRES OF LAND.

BASIS OF BEARINGS DERIVED FROM THE WEST LINE OF MCGINNIS FARMS, INC., RECORDED IN VOLUME 4919, PAGE 1793, DEED RECORDS, COLLIN COUNTY, TEXAS.

SHEET 1 OF 2

THIS DOCUMENT, 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 INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST SUPPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

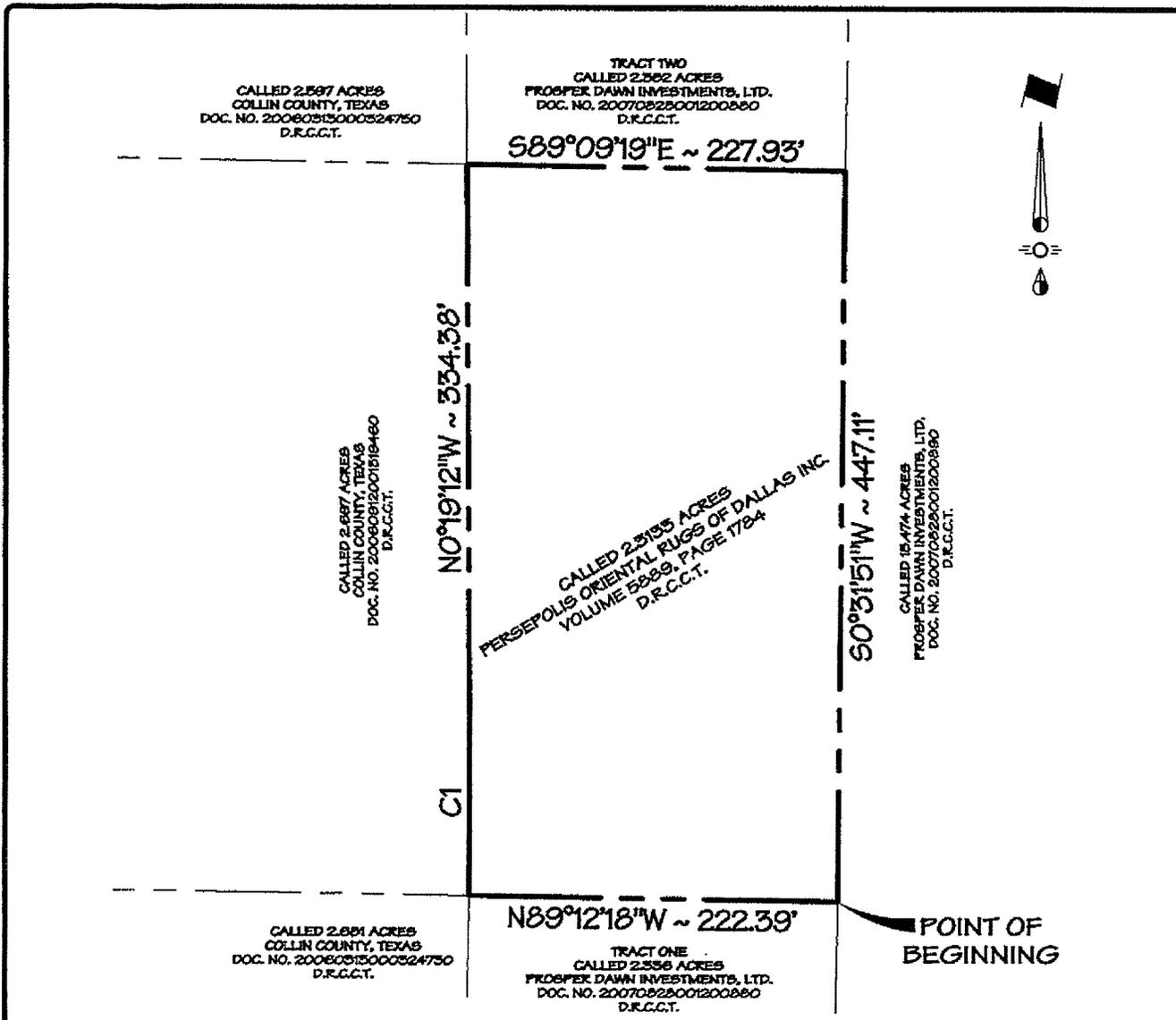
LENARD V. WALL, R.P.L.S. 5249



p i a r s
ENGINEERING
730 E. Park Blvd., Suite 210 Plano, TX. 75074
(972) 422-0077 Fax (972) 422-0075

ANNEXATION
EXHIBIT 'A'
PERSEPOLIS TRACT
2.307 AC.

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NO.
BLM	LVW	N.T.S.	1/14/09	08-010



Boundary Curve Table

Curve #	Length	Radius	Tangent	Chord	Chord Bearing	Delta
C1	113.00'	5744.58'	56.50'	112.99'	N0°14'36\"E	1°07'37\"

SHEET 2 OF 2

THIS DOCUMENT, 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 INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST SUPPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

LENARD V. WALL, R.P.L.S. 5249

p i a r s
ENGINEERING
130 E. Park Blvd., Suite 219 Plano, TX 75074
(972) 422-0077 Fax (972) 422-0075

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NO.
BLM	LVW	1"=100'	1/14/09	08-010

ANNEXATION
EXHIBIT 'A'
PERSEPOLIS TRACT
2.307 AC.

SERVICE PLAN FOR ANNEXED AREA

ANNEXATION ORDINANCE NO. _____

DATE OF ANNEXATION ORDINANCE: _____, 2014

Municipal Services to the area of land depicted in Exhibit A shall be furnished by or on behalf of the Town of Prosper, Texas ("Town") at the following levels and in accordance with the following schedule:

A. POLICE PROTECTION:

Police personnel and equipment from the Prosper Police Department shall be provided to the area annexed, at a level consistent with current methods and procedures presently provided to similar areas of the Town, on the effective date of this Ordinance.

B. FIRE PROTECTION / EMERGENCY MEDICAL SERVICES:

Fire protection and Emergency Medical Services (EMS) from the Town shall be provided to the area annexed, at a level consistent with current methods and procedures presently provided to similar areas of the Town, on the effective date of this Ordinance.

C. FIRE PREVENTION / INVESTIGATION:

The services of the Town of Prosper Fire Department shall be provided to the area on the effective date of this Ordinance. The non-emergency services of fire prevention and fire investigation will be added to the list of services provided by the Prosper Fire Department.

D. SOLID WASTE COLLECTION:

Solid waste collection shall be provided to the area annexed upon request on the effective date of this Ordinance up to the second anniversary of the annexation. After that time, residents will be required to use the Town's solid waste collection company. The collection of refuse from individual properties shall be made in accordance with the Town's usual solid waste collection scheduling.

E. WATER SERVICE:

1. This area is currently serviced by the Town's water distribution system. Future expansion and extensions of the Town's Water Distribution System will provide better flow rates and line pressures, and in accordance with applicable Town codes and policies.
2. Maintenance of private lines will be the responsibility of the owner or occupant.

F. SANITARY SEWER SERVICE:

1. The annexed area will be provided sanitary sewer service in accordance with applicable codes and departmental policy. When development occurs in adjacent areas, sanitary sewer service shall be provided in accordance with applicable Town codes and policies, including extensions of service.
2. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

G. ROADS AND STREETS / STREET LIGHTING:

1. Operation and maintenance of private streets in the annexed area will be the responsibility of the owner.
2. Operation and maintenance of public streets in the annexed area will be provided by the Town on the effective date of this Ordinance.
3. The Town will coordinate any request for improved street lighting with the local electric provider in accordance with Town policy.

H. PARKS AND RECREATION:

Residents within the area annexed may utilize all existing Town park and recreation facilities, on the effective date of this Ordinance. Fees for such usage shall be in accordance with current fees established by Town ordinance.

I. ENVIRONMENTAL HEALTH AND CODE ENFORCEMENT SERVICES:

1. Enforcement of current environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicles ordinances and animal control ordinances, shall begin within this area on the effective date of the annexation.
2. Inspection services, including but not limited to, the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical, and electrical work to ensure compliance with Town codes and ordinances will be provided on the effective date of the annexation.

J. MISCELLANEOUS:

Any publicly owned facility, building, or service located within the annexed area shall be maintained by the Town on the effective date of the annexation ordinance. All other applicable municipal services shall be provided to the annexation area in accordance with the Town's established policies governing extension of municipal services to newly annexed areas.

2014 Annexation Schedule

Annexation Petition and Materials Submitted to TSO by Noon	Mail Notice of Intent to Annex to Property Owners and Other Entities (30 days prior to 1st PH)	Town Council Considers Petition at Regular Meeting (5-30 days after petition submission)	Newspaper Deadline for Notice of 1st PH	Notice of 1st PH Published in Newspaper and Posted on Website (10-20 days prior to 1st PH)	1st PH Held by Town Council at Regular Meeting	Newspaper Deadline for Notice of 2nd PH	Notice of 2nd PH Published in Newspaper and Posted on Website (10-20 days prior to 2nd PH)	2nd PH Held by Town Council at Regular Meeting	Annexation Ordinance Considered by Council at Regular Meeting (20-40 days after 2nd PH)
Monday	Friday	Tuesday	Friday	Wednesday	Tuesday	Friday	Wednesday	Tuesday	Tuesday
1/6/14	1/24/14	1/28/14	2/7/14	2/12/14	2/25/14	2/21/14	2/26/14	3/11/14	4/8/14
2/3/14	2/21/14	2/25/14	3/7/14	3/12/14	3/25/14	3/21/14	3/26/14	4/8/14	5/13/14
3/3/14	3/21/14	3/25/14	4/4/14	4/9/14	4/22/14	4/18/14	4/23/14	5/13/14	6/10/14
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5/5/14	5/23/14	5/27/14	6/6/14	6/11/14	6/24/14	6/20/14	6/25/14	7/8/14	8/12/14
6/2/14	6/20/14	6/24/14	7/3/14 (Thursday)	7/9/14	7/22/14	7/18/14	7/23/14	8/12/14	9/9/14
7/7/14	7/25/14	7/22/14	8/8/14	8/13/14	8/26/14	8/22/14	8/27/14	9/9/14	10/14/14
8/4/14	8/22/14	8/26/14	9/5/14	9/10/14	9/23/14	9/19/14	9/24/14	10/14/14	11/11/14
9/8/14	9/26/14	9/23/14	10/10/14	10/15/14	10/28/14	10/24/14	10/29/14	11/11/14	12/9/14
10/6/14	10/24/14	10/28/14	11/7/14	11/12/14	11/25/14	11/21/14	11/26/14	12/9/14	1/13/15
11/3/14	11/21/14	11/25/14	12/5/14	12/10/14	12/23/14	12/19/14	12/24/14	1/13/15	2/10/15
12/8/14	12/26/14	12/23/14	1/9/15	1/14/15	1/27/15	1/23/15	1/28/15	2/10/15	3/10/15



PLANNING

To: Mayor and Town Council

From: Alex Glushko, AICP, Senior Planner

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – September 9, 2014

Agenda Item:

Consider and act upon an ordinance involuntarily annexing an 18.0± acre tract of land, located 800± feet south of Prosper Trail, 4,500± feet east of Coit Road. (A14-0002).

Description of Agenda Item:

In 2009, the Town entered into multiple five-year Annexation Agreements with the remaining unincorporated properties within Collin County and in the Town's Extraterritorial Jurisdiction (ETJ). The Town has offered to extend these Agreements to all properties that continue to maintain their Agricultural use property tax exemption. The owner of the subject property did not respond to the two offer letters from the Town (regular mail and certified mail) to extend the Annexation Agreement. Therefore, Town staff recommends moving forward with the involuntary annexation of the property. On July 22, 2014, and August 12, 2014, the Town Council conducted the required public hearings as shown on the schedule for involuntary annexation.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the ordinance as to form and legality, and all legal notices, hearings, procedures and publishing requirements for annexation have been performed and completed in the manner and form set forth by law.

Attached Documents:

1. Ordinance
2. 2014 Annexation Service Plan
3. 2014 Annexation Schedule

Town Staff Recommendation:

Town staff recommends that the Town Council approve an ordinance involuntarily annexing a 18.0± acre tract of land, located 800± feet south of Prosper Trail, 4,500± feet east of Coit Road.

Proposed Motion:

I move to approve an ordinance involuntarily annexing a 18.0± acre tract of land, located 800± feet south of Prosper Trail, 4,500± feet east of Coit Road.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 14-__

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF A TRACT OF LAND SITUATED IN THE SPENCER GRAHAM SURVEY, ABSTRACT NO. 359, COLLIN COUNTY, TEXAS, CONTAINING APPROXIMATELY 18.0004 ACRES OF LAND, AND BEING MORE GENERALLY LOCATED 800± FEET SOUTH OF PROSPER TRAIL, 4,500± FEET EAST OF COIT ROAD, MORE OR LESS, IN COLLIN COUNTY, TEXAS; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE ABOVE-DESCRIBED TRACT OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF PROSPER AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREAFTER ADOPTED; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Prosper, Texas ("Town Council"), pursuant to the authority contained in Chapter 43 of the Texas Local Government Code, has investigated and determined that it would be advantageous and beneficial to Prosper and its inhabitants to annex the hereinafter described property ("Property") into the Town of Prosper ("Town"); and

WHEREAS, the Town Council finds that all requisites relative to consideration and adoption of this Ordinance have been complied with, pursuant to Chapter 43, Texas Local Government Code; and

WHEREAS, the Town Council finds that the Property that is the subject of this Ordinance is within the extraterritorial jurisdiction of the Town and is adjacent and contiguous to the existing town limits of the Town; and

WHEREAS, the Town Council finds that the field notes close the boundaries of the Property being annexed; and

WHEREAS, the Town Council has conducted at least two public hearings at which persons interested in the annexation were given an opportunity to be heard regarding the proposed annexation and the proposed service plan; and

WHEREAS, the Town Council finds the public hearings were conducted and held in accordance with Chapter 43 of the Texas Local Government; and

WHEREAS, the Town Council finds the proposed Service Plan for Annexed Area was prepared in compliance with law and was available for review and inspection by citizens; and

WHEREAS, the Town Council finds that all legal notices, hearings, procedures and publishing requirements for annexation have been performed and completed in the manner and form set forth by law.

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

SECTION 1

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

SECTION 2

The Property described in the attached Exhibit A and all public streets, roadways and alleyways located within or contiguous to the same is hereby annexed into the Town.

SECTION 3

The Service Plan for the Property is attached hereto as Exhibit B and made a part hereof for all purposes.

SECTION 4

From and after the passage of this Ordinance, the Property shall be a part of the Town, and the inhabitants thereof shall be entitled to all the rights and privileges of all of the citizens of Town and shall be bound by all of the ordinances and regulations enacted pursuant to and in conformity with the laws of the State of Texas.

SECTION 5

That the official map and boundaries of the Town are hereby amended to include the property as part of the Town and that a certified copy of this Ordinance shall be filed in the County Clerk's Office of Collin County, Texas.

SECTION 6

It shall be unlawful for any person, firm or corporation to make use of the Property in some manner other than as authorized by this Ordinance and Zoning Ordinance No. 05-20, and any amendments thereto; and it shall be unlawful for any person, firm or corporation to construct on the Property any building that is not in conformity with the permissible use under this Ordinance and Zoning Ordinance No. 05-20, and any amendments thereto.

SECTION 7

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8

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 9

This Ordinance shall become effective immediately upon its passage.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 9TH DAY OF SEPTEMBER, 2014.

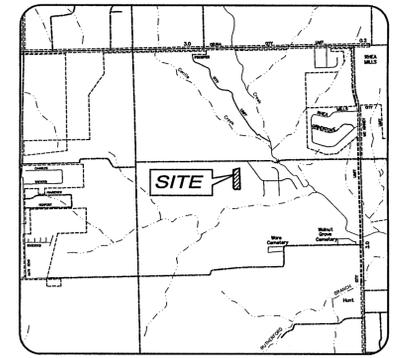
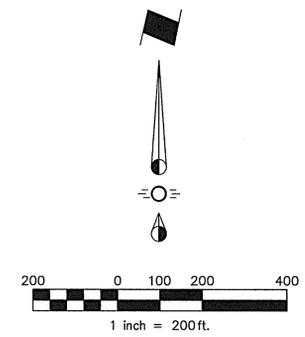
Ray Smith, Mayor

ATTEST:

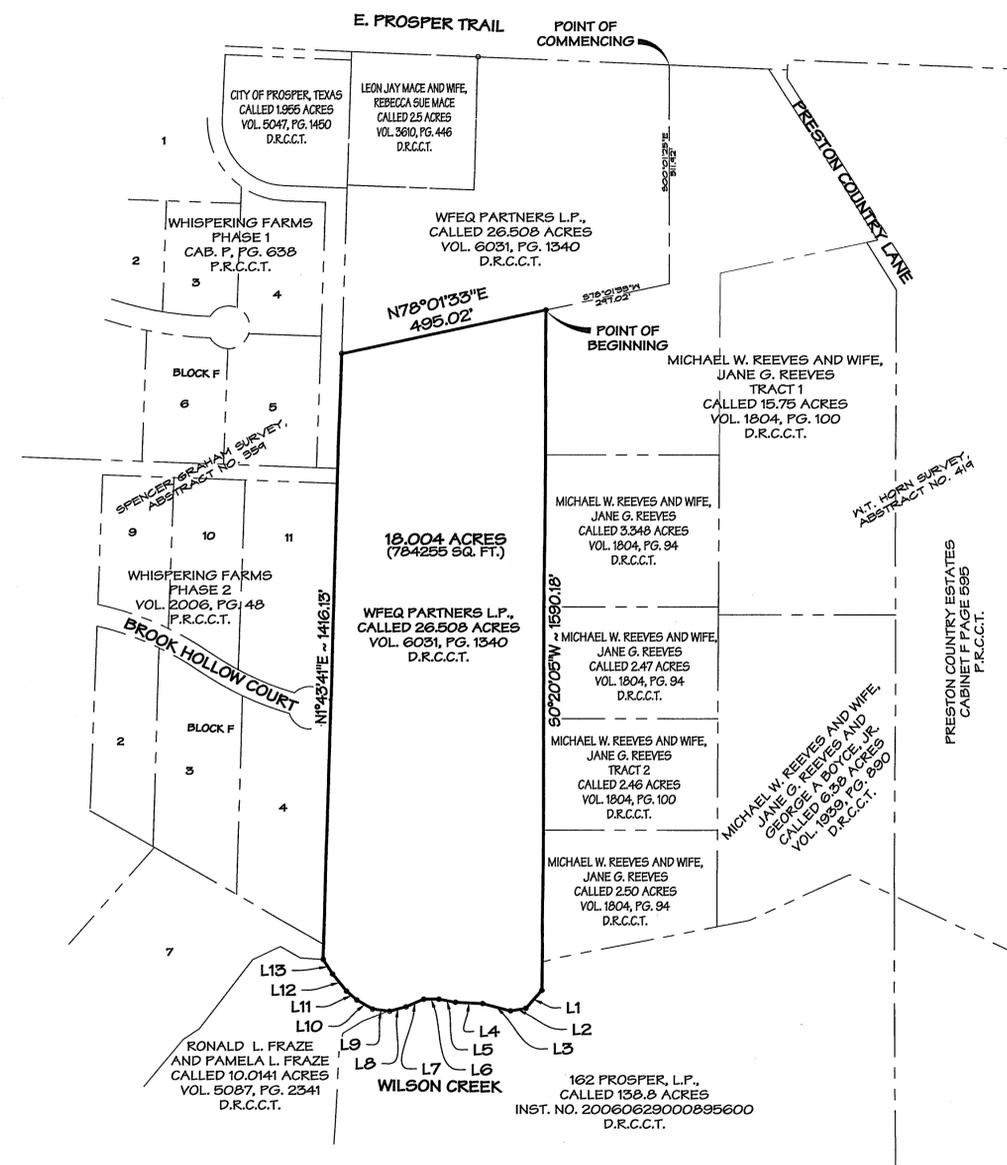
Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



Vicinity Map
N.T.S.



Boundary Line Table		
Line #	Length	Direction
L1	56.28'	S41° 53' 51"W
L2	37.06'	S80° 32' 32"W
L3	68.09'	N75° 31' 43"W
L4	64.34'	N87° 19' 01"W
L5	40.19'	N79° 38' 25"W
L6	36.01'	S89° 56' 09"W
L7	44.97'	S66° 57' 53"W
L8	40.50'	S75° 12' 52"W
L9	40.58'	N83° 05' 18"W
L10	42.71'	N60° 27' 56"W
L11	32.22'	N50° 08' 41"W
L12	51.61'	N39° 47' 29"W
L13	40.87'	N32° 36' 39"W

**EXHIBIT A
ANNEXATION
LEGAL DESCRIPTION**

BEING A 18,004 ACRE TRACT OF LAND LOCATED IN THE SPENCER GRAHAM SURVEY, ABSTRACT NO. 359, AND BEING A PORTION OF A CALLED 26,508 ACRE TRACT OF LAND DESCRIBED IN DEED TO WFEQ PARTNERS L.P., AS RECORDED IN VOLUME 6031, PAGE 1340 DEED RECORDS, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF CALLED 26,508 ACRE TRACT ALSO BEING IN THE SOUTH RIGHT-OF-WAY LINE OF EAST PROSPER TRAIL AND THE NORTHWEST CORNER OF A CALLED 15.75 ACRE TRACT OF LAND AS DESCRIBED IN DEED TO MICHAEL W. REEVES AND WIFE, JANE G. REEVES AS RECORDED IN VOLUME 1804, PAGE 100 DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE SOUTH 00°01'25" EAST, ALONG THE COMMON LINE OF SAID WFEQ PARTNERS AND REEVES TRACT, FOR A DISTANCE OF 511.92 FEET;

THENCE SOUTH 78°01'33" WEST, ALONG THE COMMON LINE OF SAID WFEQ PARTNERS AND REEVES TRACT, FOR A DISTANCE OF 297.02 FEET TO THE PLACE OF BEGINNING;

THENCE SOUTH 00°20'05" WEST, ALONG THE COMMON LINE OF SAID WFEQ PARTNERS AND REEVES TRACT, FOR A DISTANCE OF 1590.18 FEET TO THE CENTERLINE OF WILSON CREEK AND THE NORTHERLY LINE OF A CALLED 138.8 ACRE TRACT OF LAND AS DESCRIBED IN DEED TO MICHAEL W. REEVES AND WIFE, JANE G. REEVES AS RECORDED IN INSTRUMENT NO. 20060629000895600 DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE IN A WESTERLY DIRECTION WITH THE SOUTH LINE OF SAID WFEQ TRACT AND THE CENTER OF WILSON CREEK THE FOLLOWING COURSES AND DISTANCES;

- SOUTH 41°53'51" WEST, A DISTANCE OF 56.28 FEET;
- SOUTH 80°32'32" WEST, A DISTANCE OF 37.06 FEET;
- NORTH 75°31'43" WEST, A DISTANCE OF 68.09 FEET;
- NORTH 87°19'01" WEST, A DISTANCE OF 64.34 FEET;
- NORTH 79°38'25" WEST, A DISTANCE OF 40.19 FEET;
- SOUTH 89°56'09" WEST, A DISTANCE OF 36.01 FEET;
- SOUTH 66°57'53" WEST, A DISTANCE OF 44.97 FEET;
- SOUTH 75°12'52" WEST, A DISTANCE OF 40.50 FEET;
- NORTH 83°05'18" WEST, A DISTANCE OF 40.58 FEET;
- NORTH 60°27'56" WEST, A DISTANCE OF 42.71 FEET;
- NORTH 50°08'41" WEST, A DISTANCE OF 32.22 FEET;
- NORTH 39°47'29" WEST, A DISTANCE OF 51.61 FEET;
- NORTH 32°36'39" WEST, A DISTANCE OF 40.87 FEET TO THE SOUTHEAST CORNER OF WHISPERING FARMS - PHASE 2 AS RECORDED IN VOLUME 2006, PAGE 48 PLAT RECORDS OF COLLIN COUNTY, TEXAS AND THE NORTHERLY LINE OF A CALLED 10.0141 ACRE TRACT IF LAND AS DESCRIBED IN DEED TO RONALD L. FRAZE AND PAMELA FRAZE AS RECORDED IN VOLUME 5087, PAGE 2341, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE NORTH 01°43'41" EAST, ALONG THE COMMON LINE OF SAID WFEQ PARTNERS AND WHISPERING FARMS, FOR A DISTANCE OF 1416.13 FEET;

THENCE NORTH 78°01'33" EAST, LEAVING THE COMMON LINE OF SAID WFEQ PARTNERS AND WHISPERING FARMS ACROSS WFEQ PARTNERS TRACT, FOR A DISTANCE OF 495.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 784,255 SQUARE FEET OR 18,004 ACRES OF LAND.

BASIS OF BEARINGS DERIVED FROM THE NORTH LINE OF PRESTON COUNTRY ESTATES AS RECORDED IN CABINET F, PAGE 595, PLAT RECORDS, COLLIN COUNTY, TEXAS.

ANNEXATION EXHIBIT 'A'

EXHIBIT A

BEING A 18,004 ACRE ADDITION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS AND BEING A PART OF THE SPENCER GRAHAM SURVEY, ABSTRACT NO. 359

THIS DOCUMENT, 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 INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST SUPPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



Owner/Applicant
Town Of Prosper, Texas
407 E. First Street
Prosper, Texas 75078
Telephone (972) 346-3502

Engineer/Surveyor
Spians Engineering, Inc.
730 E. Park Blvd., Suite 210
Plano, Texas 75074
Telephone (972) 422-0077
Contact: Matt Dorsett

Drawing: C:\2009\050905013\Annexation 2009\ADMIN - SURVEY\DWG\050905013\AnnexA.dwg Saved By: BSchmidt, Save Time: 7/8/2009 3:40:23 PM Plotted by: BSchmidt Plot Date: 7/10/2009 9:10 AM

SERVICE PLAN FOR ANNEXED AREA

ANNEXATION ORDINANCE NO. _____

DATE OF ANNEXATION ORDINANCE: _____, 2014

Municipal Services to the area of land depicted in Exhibit A shall be furnished by or on behalf of the Town of Prosper, Texas ("Town") at the following levels and in accordance with the following schedule:

A. POLICE PROTECTION:

Police personnel and equipment from the Prosper Police Department shall be provided to the area annexed, at a level consistent with current methods and procedures presently provided to similar areas of the Town, on the effective date of this Ordinance.

B. FIRE PROTECTION / EMERGENCY MEDICAL SERVICES:

Fire protection and Emergency Medical Services (EMS) from the Town shall be provided to the area annexed, at a level consistent with current methods and procedures presently provided to similar areas of the Town, on the effective date of this Ordinance.

C. FIRE PREVENTION / INVESTIGATION:

The services of the Town of Prosper Fire Department shall be provided to the area on the effective date of this Ordinance. The non-emergency services of fire prevention and fire investigation will be added to the list of services provided by the Prosper Fire Department.

D. SOLID WASTE COLLECTION:

Solid waste collection shall be provided to the area annexed upon request on the effective date of this Ordinance up to the second anniversary of the annexation. After that time, residents will be required to use the Town's solid waste collection company. The collection of refuse from individual properties shall be made in accordance with the Town's usual solid waste collection scheduling.

E. WATER SERVICE:

1. This area is currently serviced by the Town's water distribution system. Future expansion and extensions of the Town's Water Distribution System will provide better flow rates and line pressures, and in accordance with applicable Town codes and policies.
2. Maintenance of private lines will be the responsibility of the owner or occupant.

F. SANITARY SEWER SERVICE:

1. The annexed area will be provided sanitary sewer service in accordance with applicable codes and departmental policy. When development occurs in adjacent areas, sanitary sewer service shall be provided in accordance with applicable Town codes and policies, including extensions of service.
2. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

G. ROADS AND STREETS / STREET LIGHTING:

1. Operation and maintenance of private streets in the annexed area will be the responsibility of the owner.
2. Operation and maintenance of public streets in the annexed area will be provided by the Town on the effective date of this Ordinance.
3. The Town will coordinate any request for improved street lighting with the local electric provider in accordance with Town policy.

H. PARKS AND RECREATION:

Residents within the area annexed may utilize all existing Town park and recreation facilities, on the effective date of this Ordinance. Fees for such usage shall be in accordance with current fees established by Town ordinance.

I. ENVIRONMENTAL HEALTH AND CODE ENFORCEMENT SERVICES:

1. Enforcement of current environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicles ordinances and animal control ordinances, shall begin within this area on the effective date of the annexation.
2. Inspection services, including but not limited to, the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical, and electrical work to ensure compliance with Town codes and ordinances will be provided on the effective date of the annexation.

J. MISCELLANEOUS:

Any publicly owned facility, building, or service located within the annexed area shall be maintained by the Town on the effective date of the annexation ordinance. All other applicable municipal services shall be provided to the annexation area in accordance with the Town's established policies governing extension of municipal services to newly annexed areas.

2014 Annexation Schedule

Annexation Petition and Materials Submitted to TSO by Noon	Mail Notice of Intent to Annex to Property Owners and Other Entities (30 days prior to 1st PH)	Town Council Considers Petition at Regular Meeting (5-30 days after petition submission)	Newspaper Deadline for Notice of 1st PH	Notice of 1st PH Published in Newspaper and Posted on Website (10-20 days prior to 1st PH)	1st PH Held by Town Council at Regular Meeting	Newspaper Deadline for Notice of 2nd PH	Notice of 2nd PH Published in Newspaper and Posted on Website (10-20 days prior to 2nd PH)	2nd PH Held by Town Council at Regular Meeting	Annexation Ordinance Considered by Council at Regular Meeting (20-40 days after 2nd PH)
Monday	Friday	Tuesday	Friday	Wednesday	Tuesday	Friday	Wednesday	Tuesday	Tuesday
1/6/14	1/24/14	1/28/14	2/7/14	2/12/14	2/25/14	2/21/14	2/26/14	3/11/14	4/8/14
2/3/14	2/21/14	2/25/14	3/7/14	3/12/14	3/25/14	3/21/14	3/26/14	4/8/14	5/13/14
3/3/14	3/21/14	3/25/14	4/4/14	4/9/14	4/22/14	4/18/14	4/23/14	5/13/14	6/10/14
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5/5/14	5/23/14	5/27/14	6/6/14	6/11/14	6/24/14	6/20/14	6/25/14	7/8/14	8/12/14
6/2/14	6/20/14	6/24/14	7/3/14 (Thursday)	7/9/14	7/22/14	7/18/14	7/23/14	8/12/14	9/9/14
7/7/14	7/25/14	7/22/14	8/8/14	8/13/14	8/26/14	8/22/14	8/27/14	9/9/14	10/14/14
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10/6/14	10/24/14	10/28/14	11/7/14	11/12/14	11/25/14	11/21/14	11/26/14	12/9/14	1/13/15
11/3/14	11/21/14	11/25/14	12/5/14	12/10/14	12/23/14	12/19/14	12/24/14	1/13/15	2/10/15
12/8/14	12/26/14	12/23/14	1/9/15	1/14/15	1/27/15	1/23/15	1/28/15	2/10/15	3/10/15



PLANNING

To: Mayor and Town Council
From: Alex Glushko, AICP, Senior Planner
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – September 9, 2014

Agenda Item:

Consider and act upon an ordinance rezoning 0.2± acre, located on the north side of Broadway Street, 550± feet east of Coleman Street, from Single Family-15 (SF-15) to Downtown Office (DTO). (Z14-0012).

Description of Agenda Item:

On August 26, 2014, the Town Council approved zoning case Z14-0012, by a vote of 7-0. 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 that the Town Council adopt an ordinance rezoning 0.2± acre, located on the north side of Broadway Street, 550± feet east of Coleman Street, from Single Family-15 (SF-15) to Downtown Office (DTO).

Proposed Motion:

I move to adopt an ordinance rezoning 0.2± acre, located on the north side of Broadway Street, 550± feet east of Coleman Street, from Single Family-15 (SF-15) to Downtown Office (DTO).

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 14-__

AN ORDINANCE AMENDING PROSPER'S ZONING ORDINANCE NO. 05-20; REZONING A TRACT OF LAND CONSISTING OF 0.18 ACRE, MORE OR LESS, SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS, HERETOFORE ZONED SINGLE FAMILY-15 (SF-15) IS HEREBY AMENDED AND PLACED IN THE ZONING CLASSIFICATION OF DOWNTOWN OFFICE (DTO); 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 Legacy Premier Group ("Applicant") to rezone 0.18 acre 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 property containing 0.18 acre 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 Downtown Office (DTO). The Property as a whole and for this zoning classification is more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes as if set forth verbatim.

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

Three (3) 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 9TH DAY OF SEPTEMBER, 2014.

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



LEGAL DESCRIPTION

FIELD NOTES to all that certain lot, tract or parcel of land situated in the Collin County School Land Survey, Abstract Number 147, in the Town of Prosper, Collin County, Texas, being all of Lot 9 and the East 5 feet of Lot 10 in Block 10 of Bryant's Addition, an addition to the Town of Prosper, according to the plat thereof recorded in Volume 116, Page 162, Plat Records, Collin County, Texas, the subject tract being more particularly described as follows:

BEGINNING at a 3/8" iron rod found in the North right-of-way line of East Broadway Street for the Southeast corner of the herein described tract, the Southeast corner of said Lot 9 and the Southwest corner of Lot 8 in said Addition;

THENCE South 89 degrees 26 minutes 48 seconds West with the North line of said Street and the South line of said Lot 9, passing the Southwest corner thereof and the Southeast corner of said Lot 10, continuing along said course and the South line thereof, a total distance of 54.95 feet to a point in a concrete drive for the Southwest corner of the herein described tract, from which a 1/2" iron rod found for the Southwest corner of Lot 12 in said Addition bears South 89 degrees 26 minutes 48 seconds West, a distance of 144.86 feet;

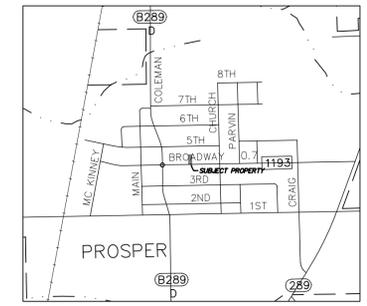
THENCE North 00 degrees 01 minutes 07 seconds West, with a line severing said Lot 10, a distance of 139.81 feet to a point in the North line thereof and the South line of a 20 foot alley for the Northwest corner of the herein described tract, from which a capped iron rod found bears South 67 degrees 39 minutes 50 seconds West, a distance of 3.84 feet;

THENCE North 69 degrees 04 minutes 31 seconds East with the South line of said alley and the North line of said Lot 10, passing the Northeast corner thereof and the Northwest corner of said Lot 9, continuing along said course and the North line thereof, a total distance of 55.00 feet to a 3/8" iron rod found for the Northeast corner of said Lot 9, the Northeast corner of the herein described tract and the Northwest corner of said Lot 8;

FLOOD STATEMENT: I have reviewed the F.E.M.A. Flood Insurance Rate Map for the Town of Prosper, Community Number 480141 effective date 6-2-2009 and that map indicates as scaled, that this property is within "Non-Shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood (500-year)" as shown on Panel 235 J of said map.

This survey correctly represents the results of an on-the-ground survey made under my direction and supervision on 7-18-2014. There are no visible or apparent intrusions or protrusions except as shown hereon.

NOTE: This survey was performed without the benefit of a title commitment.



VINCINITY MAP
NTS

DISCLAIMER:
1. THIS PRODUCT IS A GRAPHIC REPRESENTATION OF THE DATA SHOWN HEREON. IT DOES NOT REPRESENT AN ON-THE-GROUND SURVEY; IS NOT A SURVEY PRODUCT AND ONLY REPRESENTS THE APPROXIMATE RELATIVE LOCATION OF PROPERTY BOUNDARIES AND/OR NATURAL AND MAN-MADE FEATURES. THIS PRODUCT DOES NOT CONFORM TO A CLASS A, GIS/LIS SURVEY PRODUCT AS DEFINED IN CATEGORY 10 OF THE TSPS MANUAL OF PRACTICE AND SHALL NOT BE RELIED UPON FOR USES WHICH COULD AFFECT THE HEALTH, SAFETY OR WELFARE OF THE GENERAL PUBLIC.
2. ALL TRACT/OWNER INFORMATION SHOWN HEREON IS FROM COLLIN APPRAISAL DISTRICT INFORMATION ONLY. THIS FILE/EXHIBIT IS PREPARED FOR INTERNAL USE ONLY.

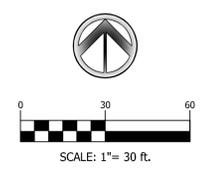
NOTES:
1. NO 100 YEAR FLOODPLAIN EXISTS ON THE PROPERTY.
2. THE THOROUGHFARE ALIGNMENT(S) SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSED AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT THE TIME OF FINAL PLAT.

ENGINEER:

170 N. PRESTON ROAD, SUITE 10 • PROSPER, TEXAS 75078
TEL: 469.481.6747
(TX REG. F-11114)
CONTACT: JEFFREY M. DAVIS, P.E.

SURVEYOR:
KAZ SURVEYING
1720 WEST MINSTER
DENTON, TX 73605
940-382-3446
CONTACT: PAUL JUSTIN WHITLOCK R.P.L.S.

OWNER:
ONE PLUS REALTY
15300 PRESTON ROAD
FRISCO, TX 75033
972-346-3202
CONTACT: REBECCA CUCOVATZ



ZONING CASE: 14-0012

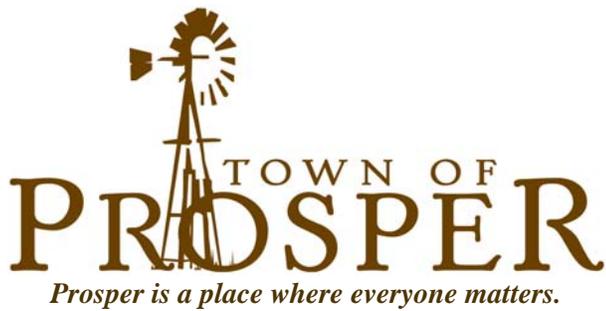
TOWN OF PROSPER

EXHIBIT A

**BRYANTS #1 SUBDIVISION
BLOCK 10, LOTS 9 & 10B**

DESIGNED: DUNAWAY	DATE: AUGUST 27, 2014
DRAWN: DUNAWAY	CHECKED: DUNAWAY

SHEET 1



FINANCE

To: Mayor and Town Council
From: Kent Austin, Finance Director
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – September 9, 2014

Agenda Item:

Conduct a Public Hearing to consider and discuss the FY 2014-2015 Budget, as proposed.

Description of Agenda Item:

According to Local Government Code Chapter 102 and the Town Charter, the Town must hold at least one Public Hearing on the proposed budget. We elected to hold two Public Hearings. The first Public Hearing was held on August 26, 2014, and tonight represents the second Public Hearing on this topic. The proposed budget is available on the Town's website at www.prospertx.gov.

Attached to this staff report are several pages summarizing recommended changes to the proposed budget. These changes are the result of continued review and vetting of the budget after it was submitted to the Council on August 12. The changes result in a reduction of General Fund expenditures by \$73,626 and Water-Sewer Fund expenditures by \$105,400. Additionally, another column shows money originally budgeted in operating departments that is intended for the Capital Projects Fund.

Attached Documents:

1. FY 2014-2015 Proposed Budget-Changes Since 8/12/2014
2. Recap of Proposed Changes for Adopted Budget
3. Revised General Fund and Water-Sewer Fund Summaries

Town Staff Recommendation:

Town staff recommends that the Town Council conduct a Public Hearing to receive feedback from the community and provide Town staff with direction on any changes to the proposed budget. Other than the Public Hearing, the Town Council does not need to take action on this item.

TOWN OF PROSPER, TEXAS
 FY 2014-2015 PROPOSED BUDGET-CHANGES SINCE 8/12/2014
 9/4/2014

	FY 2015		SALARY	CIP	FY 2015
10 GENERAL EXPENDITURES	PROPOSED	CHANGES	ALLOCATIONS	TRANSFERS	REVISED
ADMINISTRATION/TOWN MANAGER'S OFFICE	621,034		30,707		651,741
TOWN SECRETARY'S OFFICE	214,654	(1,022)			213,632
FINANCE	794,743	(13,600)			781,143
HUMAN RESOURCES	241,764	50			241,814
POLICE	2,655,757	(7,731)	35,466		2,683,492
FIRE/EMS	3,322,923	(14,040)	71,221		3,380,104
FIRE MARSHAL	143,590	(2,000)	2,568		144,158
STREETS	938,985	(50)		(490,000)	448,935
LIBRARY	163,011		12,181		175,192
PARKS AND RECREATION	2,061,580	(58,833)	16,720	(482,000)	1,537,467
MUNICIPAL COURT	209,966		3,156		213,122
INSPECTIONS	941,402		11,815		953,217
CODE ENFORCEMENT	163,121		1,462		164,583
PLANNING	486,663		6,421		493,084
ENGINEERING	703,938		0		703,938
NON-DEPARTMENTAL	826,236	23,600	(191,717)	972,000	1,630,119
TOTAL 10 GENERAL EXPENDITURES	14,489,367	(73,626)	0	0	14,415,741

	FY 2015		SALARY	CIP	FY 2015
20 WATER/SEWER EXPENDITURES	PROPOSED	CHANGES	ALLOCATIONS	TRANSFERS	REVISED
NON-DEPARTMENTAL	3,959,112		(46,347)		3,912,765
WATER	3,661,569		30,336		3,691,905
SEWER	1,820,187	(104,400)	3,452		1,719,239
UTILITY BILLING	1,022,007	(1,000)	12,559		1,033,566
TOTAL 20 WATER/SEWER EXPENDITURES	10,462,875	(105,400)	0	0	10,357,475

Recap of Proposed Changes for Adopted Budget

General Fund

<u>Department</u>	<u>Request Type</u>	<u>Description</u>	<u>(Decrease)/ Increase</u>	<u>Action</u>
Town Secretary	Discretionary	Laserfiche System	(1,022)	Reduce request.
Finance	Non-discretionary	Renew Ion Wave E-Procurement System	(10,000)	Remove request.
Police	Non-discretionary	Netmotion Mobility-NCC Data	(7,731)	Reduce request from \$16,846 to \$9,115. Two quotes were provided and the total of the two was submitted. \$9,115 is for the option chosen.
Fire	Non-discretionary	Certification Pay	(14,040)	Reduce request from \$19,740 to \$5,700. The higher amount included existing cert pay that is already in the base budget. \$3,300 is for increases, and \$2,400 is for a new certification pay type.
Fire Marshal	Non-discretionary	Vehicle Expense	(2,000)	Remove request; get new tires now.
Parks	Discretionary	Capital Expense-Vehicle	(22,500)	Remove request.
Parks	Discretionary	Cell Phone	(533)	Remove request.
Parks	Discretionary	Safety Equipment	(1,900)	Remove request.
Parks	Discretionary	Uniforms	(1,900)	Remove request.
Parks	Discretionary	Christmas Festival	(18,000)	Reduce in General Fund; increase Special Revenue Fund by \$8,000.
Parks	Base Budget	Recreation Activities	6,000	Restore cut amount from \$9,000 to \$15,000.
<i>Total General Fund</i>			(73,626)	

Water & Sewer Fund

Utility Billing	Non-discretionary	Building Repairs	(1,000)	Remove request.
Sewer	Discretionary	Backhoe	(100,000)	Remove request. Will be purchased from VERF.
Sewer	Discretionary	Increase Base	(4,400)	Remove request.

Total Water & Sewer Fund

(105,400)

TOWN OF PROSPER, TEXAS
GENERAL FUND SUMMARY

10 General REVENUES	FY 2013	FY 2014		FY 2015
	ACTUAL	BUDGET	ESTIMATED	REVISED
PROPERTY TAX	(4,400,687)	(5,241,475)	(5,269,351)	(6,970,290)
SALES TAX	(2,478,039)	(2,736,900)	(2,841,696)	(2,933,823)
LICENSES, PERMITS, AND FEES	(2,187,019)	(1,912,200)	(2,072,192)	(2,451,300)
TRANSFERS IN	(857,344)	(801,700)	(801,700)	(877,403)
FRANCHISE TAXES	(570,321)	(473,000)	(558,910)	(562,000)
FINES AND FORFEITURES	(151,937)	(215,000)	(245,056)	(245,000)
CHARGES FOR SERVICE	(159,545)	(177,000)	(190,833)	(237,170)
OTHER	(617,431)	(107,275)	(276,851)	(111,813)
INVESTMENT EARNINGS	(92,129)	(60,130)	(44,989)	(50,700)
USER FEES	(30,056)	(18,550)	(31,151)	(44,200)
GRANTS AND CONTRIBUTIONS	(49,363)	(18,087)	(8,211)	(22,335)
TOTAL 10 General REVENUES	(11,593,871)	(11,761,317)	(12,340,940)	(14,506,034)

10 General EXPENDITURES	FY 2013	FY 2014		FY 2015
	ACTUAL	BUDGET	ESTIMATED	REVISED
ADMINISTRATION/TOWN MANAGER'S OFFICE	3,724,594	1,844,468	1,844,431	651,741
TOWN SECRETARY'S OFFICE	0	0	0	213,632
FINANCE	0	0	0	781,143
HUMAN RESOURCES	0	0	0	241,814
POLICE	1,476,534	1,834,258	1,754,238	2,683,492
DISPATCH	570,083	644,690	611,746	0
FIRE/EMS	2,801,622	2,566,238	2,470,257	3,380,104
FIRE MARSHAL	118,842	123,595	121,123	144,158
STREETS	363,862	1,367,305	1,376,907	448,935
LIBRARY	87,047	98,041	115,336	175,192
PARKS AND RECREATION	1,008,908	1,778,550	1,500,806	1,537,467
MUNICIPAL COURT	116,147	257,028	230,736	213,122
INSPECTIONS	582,451	796,782	779,800	953,217
CODE ENFORCEMENT	159,162	164,151	163,507	164,583
PLANNING	293,266	495,505	475,011	493,084
ENGINEERING	208,391	487,149	440,909	703,938
NON-DEPARTMENTAL	0	0	0	1,630,119
TOTAL 10 General EXPENDITURES	11,510,909	12,457,760	11,884,807	14,415,741

FUND (GAIN)/LOSS	(82,962)	696,443	(456,133)	(90,293)
BEGINNING FUND BALANCE	(7,165,907)	(7,082,945)	(7,082,945)	(6,739,078)
LESS: INITIAL INVESTMENTS IN VERF	0	0	800,000	800,000
ENDING FUND BALANCE	(7,082,945)	(6,386,502)	(6,739,078)	(6,029,371)
LESS: 25% RESERVE REQUIREMENT	2,877,727	3,114,440	2,971,202	3,603,935
LESS: 20% CONTINGENCY PER CHARTER	1,151,091	2,491,552	2,376,961	2,883,148
AMOUNT (OVER)/UNDER MINIMUM TARGET	(3,054,127)	(780,510)	(1,390,915)	457,712

TOWN OF PROSPER, TEXAS
WATER/SEWER FUND SUMMARY

20 Water/Sewer REVENUES	FY 2013	FY 2014		FY 2015
	ACTUAL	BUDGET	ESTIMATED	REVISED
WATER REVENUE	(5,069,236)	(5,200,000)	(5,328,346)	(5,605,000)
SEWER CHARGES	(2,278,856)	(2,247,850)	(2,472,376)	(2,777,000)
SANITATION CHARGES	(825,502)	(800,000)	(887,494)	(900,000)
WATER AND SEWER CONNECTION FEES	(559,186)	(450,000)	(561,595)	(728,750)
SERVICE INITIATION FEES	(53,335)	(50,000)	(44,445)	(57,043)
MISCELLANEOUS	(114,648)	(101,600)	(110,043)	(96,500)
LATE FEES	(65,658)	(56,000)	(73,117)	(61,000)
TOTAL OPERATING REVENUE	(8,966,421)	(8,905,450)	(9,477,416)	(10,225,293)
INTEREST INCOME	(152,925)	(70,000)	(71,372)	(70,000)
TOTAL NON-OPERATING REVENUE	(152,925)	(70,000)	(71,372)	(70,000)
TOTAL REVENUES	(9,119,346)	(8,975,450)	(9,548,788)	(10,295,293)

20 Water/Sewer EXPENDITURES	FY 2013	FY 2014		FY 2015
	ACTUAL	BUDGET	ESTIMATED	REVISED
NON-DEPARTMENTAL	0	0	0	3,912,765
WATER	\$5,437,026	\$6,436,590	6,451,390	3,691,905
SEWER	\$1,399,395	\$1,868,706	4,877,230	1,719,239
UTILITY BILLING	\$986,618	\$972,042	969,330	1,033,566
TOTAL EXPENDITURES	\$7,823,039	\$9,277,338	12,297,950	10,357,475
FUND (GAIN)/LOSS	(1,296,307)	301,888	2,749,162	62,182
BEGINNING NET ASSETS	(16,433,363)	(17,729,670)	(17,729,670)	(14,980,508)
ENDING NET ASSETS	(17,729,670)	(17,427,782)	(14,980,508)	(14,918,326)
25% MINIMUM OPERATING RESERVE	1,955,760	2,319,335	3,074,488	2,589,369
2% CAPITAL REPLACEMENT RESERVE	156,461	185,547	245,959	207,150



Prosper is a place where everyone matters.

FINANCE

To: Mayor and Town Council
From: Kent Austin, Finance Director
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – September 9, 2014

Agenda Item:

Conduct a Public Hearing to consider and discuss a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 11.07 percent.

Description of Agenda Item:

According to the Property Tax Code Section 26.05(d), the Town is required to hold two Public Hearings and publish newspaper ads before adopting a tax rate that exceeds the effective rate or rollback rate, whichever is lower. The first Public Hearing was held on August 26, 2014, and tonight represents the second Public Hearing on this topic.

Attached Documents:

1. Statement for Opening the Public Hearing

Town Staff Recommendation:

Town staff recommends that the Town Council conduct a Public Hearing to receive feedback from the community and provide Town staff with any resulting direction.

Other than the Public Hearing, the Town Council does not need to take action on this item.

Please open the Public Hearing with the attached statement.

Please read the statements below prior to opening the Public Hearing:

This is the second of two public hearings to discuss the FY 2014-2015 proposed tax rate. The Town Council will vote on both the FY 2014-2015 Proposed Budget and the proposed tax rate at a meeting scheduled on:

September 23, 2014, at 6:00 p.m.,

at the Prosper Municipal Chambers

located at 108 W. Broadway, Prosper, Texas.

Once the Public Hearing is opened, the public is encouraged to express their views.



PLANNING

To: Mayor and Town Council
From: Alex Glushko, AICP, Senior Planner
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – September 9, 2014

Agenda Item:

Conduct a Public Hearing, and consider and act upon a request to rezone 60.9± acres, located 2,000± feet south of First Street, 3,000± feet west of Dallas Parkway, from Planned Development-47 (PD-47) to Planned Development-Single Family-10 (PD-SF-10). (Z14-0013).

Description of Agenda Item:

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

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Planned Development-47-Commercial	Undeveloped	Dallas North Tollway District
North	Agricultural	Undeveloped	Dallas North Tollway District
East	Planned Development-41-Mixed Use	Undeveloped	Dallas North Tollway District
South	Planned Development-47-Commercial Corridor	Undeveloped	Dallas North Tollway District
West	Commercial and Planned Development-65-Single Family	Undeveloped	Dallas North Tollway District

Requested Zoning – Z14-0013 is a request to rezone 60.9± acres, located 2,000± feet south of First Street, 3,000± feet west of Dallas Parkway, from Planned Development-47 (PD-47) to Planned Development-Single Family-10 (PD-SF-10). The PD-SF-10 regulations are attached. The proposed PD-SF-10 District allows for the development of a maximum of 154 single family lots on the property, a density of 2.5 dwelling units per acre (du/ac). Town staff has compared the proposed PD-SF-10 District standards to the straight SF-10 District standards in the table on the following page.

	Proposed PD-SF-10	SF-10
Min. Lot Area	8,400 square feet.	10,000 square feet
Min. Lot Width	70 feet	80 feet
Min. Lot Depth	120 feet	125 feet
Min. Dwelling Area	2,500 square feet	1,800 square feet
Front Yard Setback	25 feet	25 feet
Side Yard Setback	7.5 feet, 15 feet on corner lots adjacent to a side street	8 feet, 15 feet on corner lots adjacent to a side street
Rear Yard Setback	25 feet	25 feet
Maximum Height	40 feet	40 feet

Besides lot, setback, dwelling area, and height standards, the Planned Development (PD) District standards that vary from straight zoning are:

1. *Landscape setback adjacent to Town thoroughfares* – The PD requires a minimum 40-foot landscape setback adjacent to Town thoroughfares. The Town's Subdivision Ordinance requires a minimum 25-foot landscape setback adjacent to a thoroughfare.
2. *Building and Architectural Standards* – The PD requires all homes to have an exterior lighting package to illuminate front entrances, garages, and landscaping and trees located in the front yard. The PD provides several standards to minimize the repetition of home elevations, to require a mix of swing-in garages and front facing garage doors, to provide for enhanced driveway paving treatments, and to prohibit carports. These standards exceed those in the Zoning Ordinance.
3. *Impervious Area* – The PD limits the maximum impervious surface to 50% of the area between the street and the main building. The Zoning Ordinance does not limit impervious area in the SF-10 District.
4. *Fencing* – The PD requires fencing adjacent to open space, parks, or floodplain to be ornamental metal. In addition to complying with the Town's fence ordinance, the PD requires all wooden fencing to be cedar, board-on-board with a top rail, and for the development to establish a common stain color. The PD also requires privacy fences on single family residential lots shall be located ten (10) feet behind the front elevation of the main building and shall not exceed eight (8) feet in height above grade. These standards exceed the Town's standards.

The proposed PD allows for the development of a maximum of 154 single family lots on the property with a minimum lot size of 8,400 square feet. The property adjacent to the southwest is zoned Planned Development-65 (PD-65) which allows for the development of 6,600 square foot lots, 7,800 square foot lots, and 8,400 square foot lots. PD-65 requires 8,400 square foot lots to be located along the northern and eastern boundaries of the PD District, which is adjacent to the subject property. With the adjacent 8,400 square foot lot sizes of PD-65 being adjacent to the subject property, the lot sizes will be complimentary and allow for an appropriate transition of lot sizes in the area.

Future Land Use Plan – The Future Land Use Plan (FLUP) recommends Dallas North Tollway District uses for the property. The existing zoning, Planned Development-47 (PD-47), currently allows for development of the property in accordance with the Commercial (C) District. The proposed PD District allows for the development of 154 single family lots on the property, which eliminates 61 acres of land zoned for commercial, retail, and office uses, which supports the Comprehensive Plan’s goal of avoiding an oversupply of retail zoning. The zoning request conforms to the FLUP.

Thoroughfare Plan – The property is adjacent to future Mahard Parkway, a future four lane divided thoroughfare and future Prairie Drive, a future four lane divided thoroughfare. The zoning exhibit complies with the Thoroughfare Plan.

Water and Sanitary Sewer Services – Water service and sanitary sewer service will have to be extended to the property either before or with development.

Access – Access to the property will be provided from future Mahard Parkway and future Prairie Drive.

Schools – This property is located within the Prosper Independent School District (PISD). Any future school sites are to be determined at the time of preliminary plat.

Parks – This property is subject to the Town’s park dedication requirements as they exist or may be amended. Hike & bike trails have been shown conceptually on Exhibit D. Any future park sites and hike & bike trail locations are to be determined at the time of preliminary plat.

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

Legal Obligations and Review:

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

Attached Documents:

1. Zoning Exhibits A, B, C, D, and E.
2. Zoning map of the surrounding area.

Planning & Zoning Commission Recommendation:

At their August 19, 2014, meeting, the Planning & Zoning Commission recommended the Town Council approve a request to rezone 60.9± acres, located 2,000± feet south of First Street, 3,000± feet west of Dallas Parkway, from Planned Development-47 (PD-47) to Planned Development-Single Family-10 (PD-SF-10), by a vote of 5-0, subject to adding a clause to the first sentence of Exhibit C to read “as it exists, or may be amended.” Since the Planning &

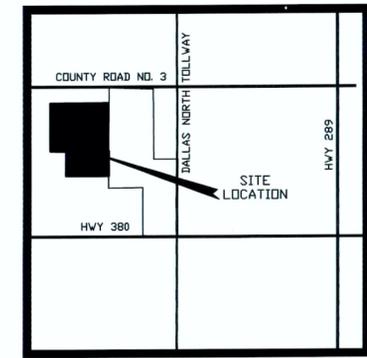
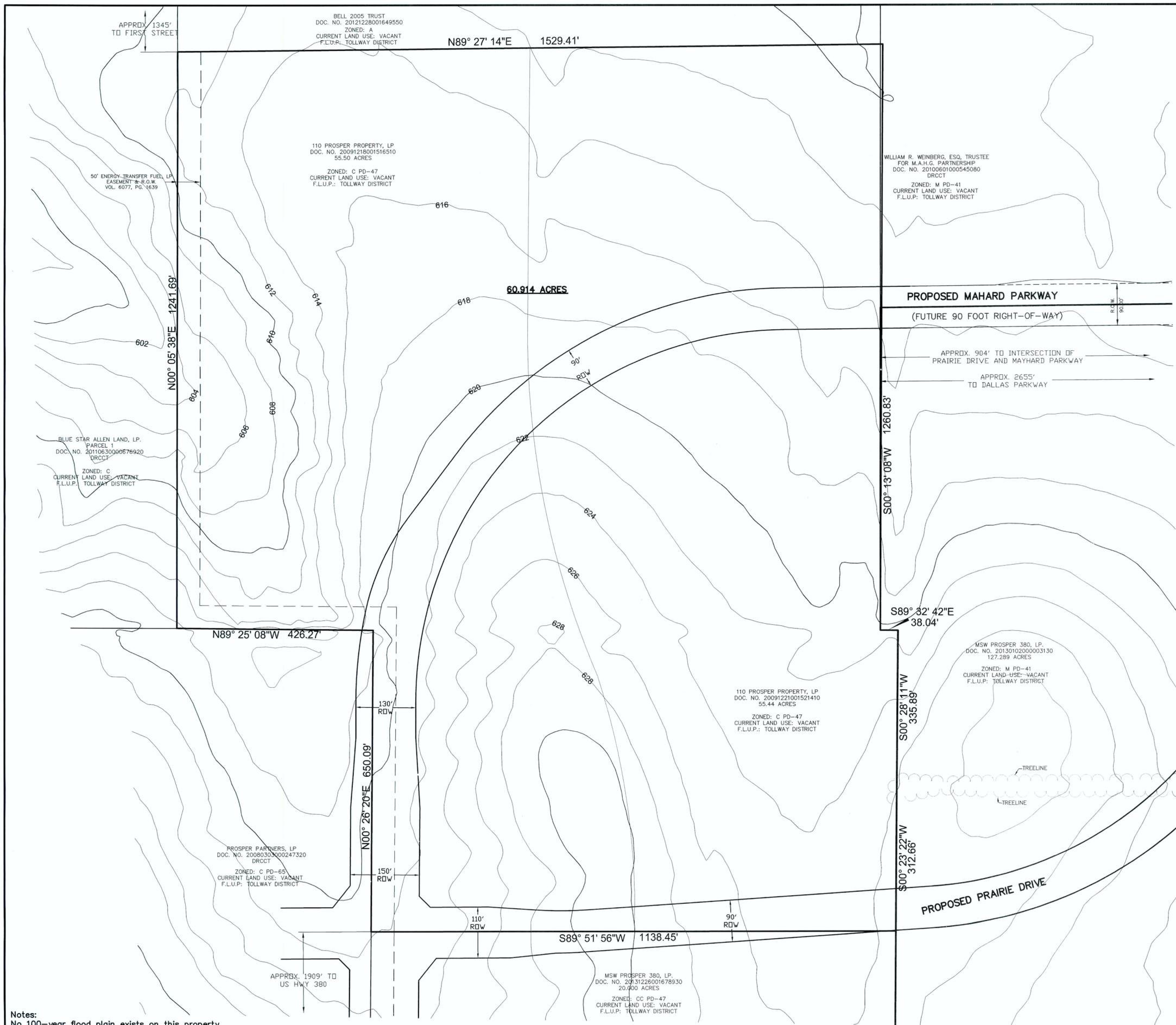
Zoning Commission meeting, the applicant has revised Exhibit C per the Commission's recommendation.

Town Staff Recommendation:

Town staff recommends that the Town Council approve a request to rezone 60.9± acres, located 2,000± feet south of First Street, 3,000± feet west of Dallas Parkway, from Planned Development-47 (PD-47) to Planned Development-Single Family-10 (PD-SF-10).

Proposed Motion:

I move to approve the request to rezone 60.9± acres, located 2,000± feet south of First Street, 3,000± feet west of Dallas Parkway, from Planned Development-47 (PD-47) to Planned Development-Single Family-10 (PD-SF-10).



BEING a parcel of land situated in the Town of Prosper, Collin County, Texas, a part of the Collin County School Land Survey, Abstract No. 147, and being a part of that called 55.50 acre tract of land described in a special warranty deed to 110 Prosper Property, L.P., as recorded in Document No. 20091218001516510, Official Public Records of Collin County, Texas, and being a part of that called 55.44 acre tract of land described in a special warranty deed to 110 Prosper Property, L.P., as recorded in Document No. 20091221001521410, Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at the northwest corner of said 55.50 acre tract of land;

THENCE North 89 degrees 27 minutes 14 seconds East, 1529.41 feet to the northeast corner of said 55.44 acre tract of land;

THENCE along the east line of said 55.44 acre tract of land as follows:
 South 00 degrees 13 minutes 08 seconds West, 1260.83 feet to a point for corner;
 South 89 degrees 32 minutes 42 seconds East, 38.04 feet to a point for corner;
 South 00 degrees 28 minutes 11 seconds West, 335.89 feet to a point for corner;
 South 00 degrees 23 minutes 22 seconds West, 312.66 feet to a point for corner;

THENCE South 89 degrees 51 minutes 56 seconds West, 1138.45 feet to a point for corner in the west line of said 55.50 acre tract of land;

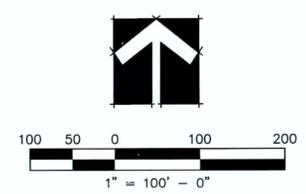
THENCE along the west line of said 55.50 acre tract of land as follows:
 North 00 degrees 26 minutes 20 seconds East, 650.09 feet to a point for corner;
 North 89 degrees 25 minutes 08 seconds West, 426.27 feet to a point for corner;
 North 00 degrees 05 minutes 38 seconds East, 1241.69 feet to the POINT OF BEGINNING and containing 60.914 acres of land.

"This document was prepared under 22 TAC 663.23, 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."

Dan B. Ramsey, R.P.L.S. No. 4172
June 23, 2014



GROSS ACRES: 60.914±
NET ACRES: 54.847±
2.5 DWELLING UNITS/GROSS ACRE



PROSPER RIDGE
60.914 ACRES OUT OF
COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

110 PROSPER PROPERTY, LP APPLICANT/OWNER
1605 LBJ Freeway, Suite 710 (469) 522-4309
Dallas, TX 75234

JB PARTNERS, INC. PLANNER/SURVEYOR/ENGINEER
16301 Quorum Drive, Suite 200 B (972) 248-7676
Addison, Texas 75001
TBPE No. F-438 TBPLS No. 10076000

Resubmitted August 12, 2014
Resubmitted August 4, 2014
July 7, 2014

Notes:
No 100-year flood plain exists on this property.
The thoroughfare alignments shown on this exhibit are for illustration purposes and does not set alignment. The alignment is determined at time of final plat.

EXHIBIT B
PROSPER RIDGE
STATEMENT OF INTENT AND PURPOSE

Prosper Ridge is intended to be a high quality, single family neighborhood which is compatible with its surrounding uses. The neighborhood's proximity to the Dallas North Tollway will provide an opportunity to create a place that has the quality of life Prosper residents expect as well as easy access to other areas in the Dallas-Fort Worth Metro-plex.

EXHIBIT C
PROSPER RIDGE (#Z14-0013)
PLANNED DEVELOPMENT STANDARDS

The property shall be developed in accordance with the Single Family-10 (SF-10) District and the regulations of the Town's Zoning Ordinance (Ordinance No. 05-20) as it currently exists or may be amended, except as otherwise set forth in these Development Standards.

1.0 GENERAL STANDARDS

- 1.01 The design and development of the Prosper Ridge community shall take place in general accordance with Exhibit D.
- 1.02 The maximum number of single family homes to be developed in the Prosper Ridge community shall not exceed 154. (Maximum density of 2.5 dwelling units per gross acre.)
- 1.03 A minimum 40' landscape buffer shall be provided adjacent to all arterial streets identified on the Prosper Thoroughfare Plan. The buffer shall be located in a private "non-buildable" lot that is owned and maintained by the HOA. All plantings, screening walls, and design elements shall comply with the Town's Subdivision Ordinance as it exists or may be amended.
- 1.04 The open spaces and detention areas shown on the Concept Plan shall be landscaped and maintained by the Homeowners Association.

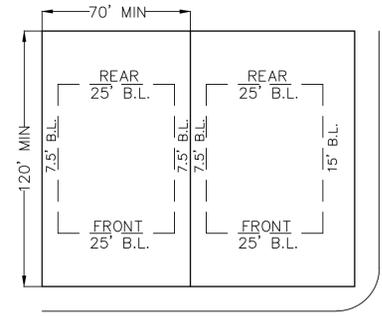
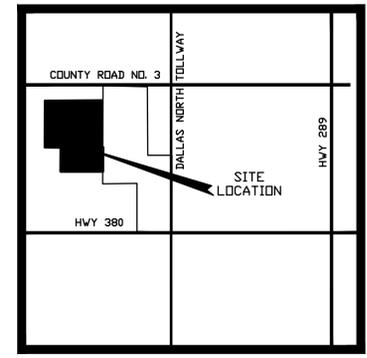
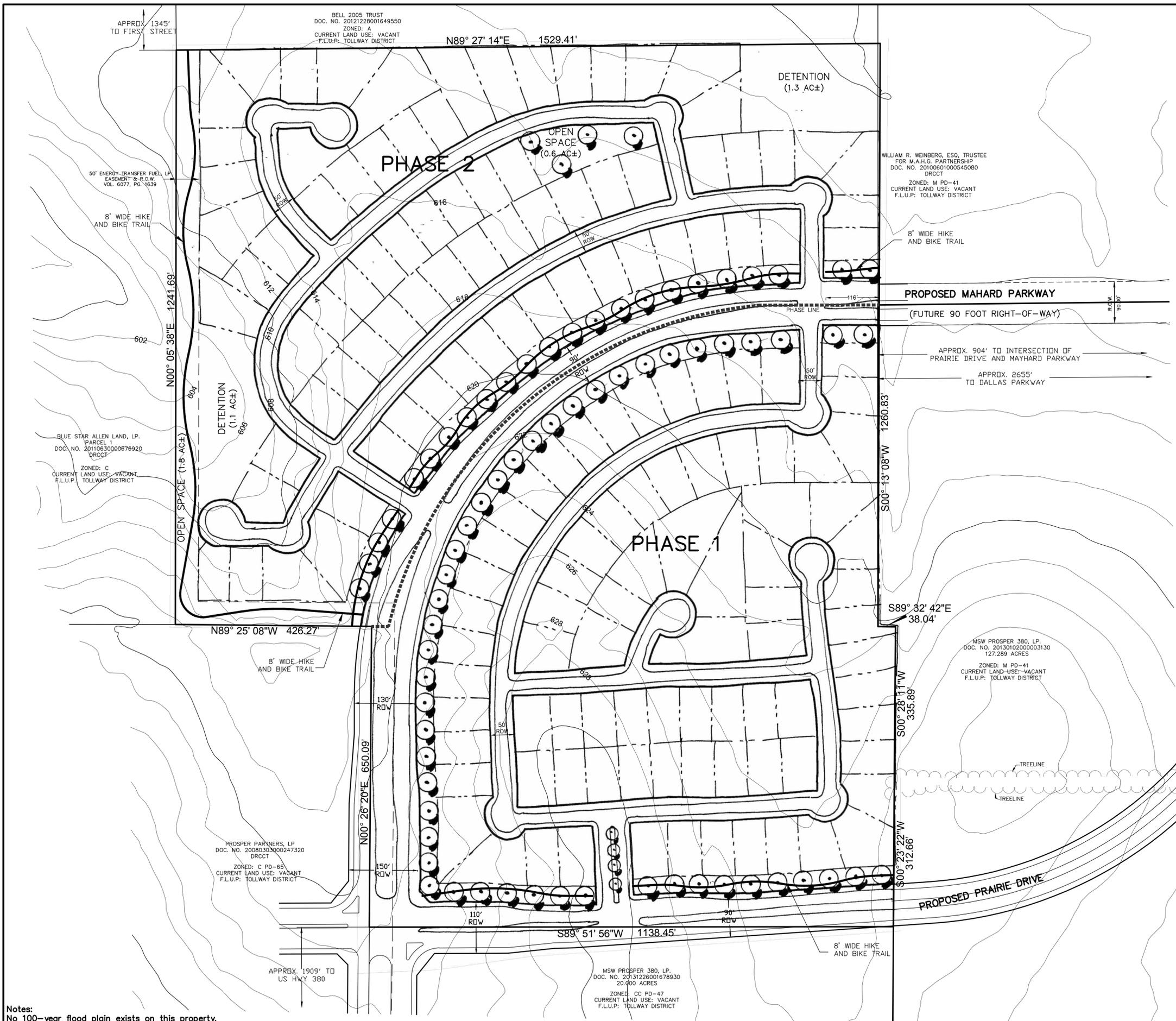
2.0 RESIDENTIAL STANDARDS

- 2.01 Minimum Front Yard: 25'.
- 2.02 Minimum Side Yard: 7.5'; 15' on corner adjacent to a street.
- 2.03 Minimum Rear Yard: 25'.
- 2.04 Minimum Lot Area: 8,400 square feet.
- 2.05 Minimum Lot Width: 70'. On cul-de-sacs and/or elbows, the minimum lot width shall be 60'. The minimum street frontage for all lots at the front property line shall be 40'.
- 2.06 Minimum Lot Depth: 120'. On cul-de-sacs and/or elbows, the minimum lot depth shall be 110'.
- 2.07 Minimum Dwelling Area: 2,500 square feet.
- 2.08 Maximum Building Height: 2 ½ stories, no greater than 40'.
- 2.09 Maximum Lot Coverage: 55%. Notwithstanding, the maximum impervious area between the front property line and the primary façade of the house shall be 50%.

3.0 BUILDING STANDARDS

- 3.01 All homes shall provide an exterior lighting package to illuminate the fronts of homes. The package shall include a minimum of 2 up or down lights to accent building architectural and/or landscape features. Security lighting may not be substituted for accent lighting.
- 3.02 Home elevations shall alternate at a minimum of every 4 homes on the same side of a street and every 3 homes on the opposite sides of a street.
- 3.03 All fencing located on single family lots adjacent to open spaces shall consist of ornamental metal/tubular steel.
- 3.04 All wooden fencing shall be cedar, board-on-board with a top rail, and comply with the Town's fencing standards as they exist or may be amended. A common wood fence stain color shall be established for the development.
- 3.05 Privacy fences on single family residential lots shall be located no closer to the front property line than 10' behind the front elevation of the house and shall not exceed 8' in height above grade.

- 3.06 Homes on a minimum of 2/3 of the single family lots within the community shall utilize swing in garages. For purposes of this item, when garages for 3 cars are provided and the 2 car garage is a swing in garage, the home shall be considered as to have provided a swing in garage.
- 3.07 Garage Doors:
 - A. Garage doors shall be cedar clad and stained.
 - B. Except for garage doors provided on swing in garages, garage doors shall not be located closer to the street than the primary front façade of the home.
- 3.08 Carports shall be prohibited.
- 3.09 Driveways: Enhanced paving treatments shall be provided for all driveways and shall consist of one of the following, or other treatment as approved by the Director of Development Services.
 - A. Stamp and stain/patterned concrete (must be dust-on color application to wet concrete).
 - B. Acid-etched colored concrete for the field with scored smooth colored borders (must use dust-on color application to wet concrete).
 - C. Colored concrete with scored smooth border (must use dust-on color application to wet concrete).
 - D. Brick or interlocking pavers or pave stone.



GROSS ACRES: 60.914±
NET ACRES: 54.847±

2.5 DWELLING UNITS/GROSS ACRE

80 LOTS (70' X 120' TYP) PHASE 1 (SOUTH)
74 LOTS (70' X 120' TYP) PHASE 2 (NORTH)
154 LOTS

OPEN SPACE: 2.4 AC±
DETECTION AREA: 2.4 AC±

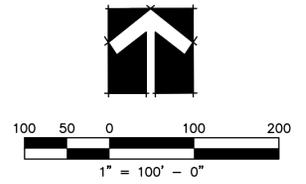


EXHIBIT D: Z14-0013

PROSPER RIDGE
60.914 ACRES OUT OF
COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

110 PROSPER PROPERTY, LP **APPLICANT/OWNER**
1605 LBJ Freeway, Suite 710 (469) 522-4309
Dallas, TX 75234

JB PARTNERS, INC. **PLANNER/SURVEYOR/ENGINEER**
16301 Quorum Drive, Suite 200 B (972) 248-7676
Addison, Texas 75001
TBPE No. F-438 TBPLS No. 10076000

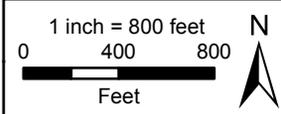
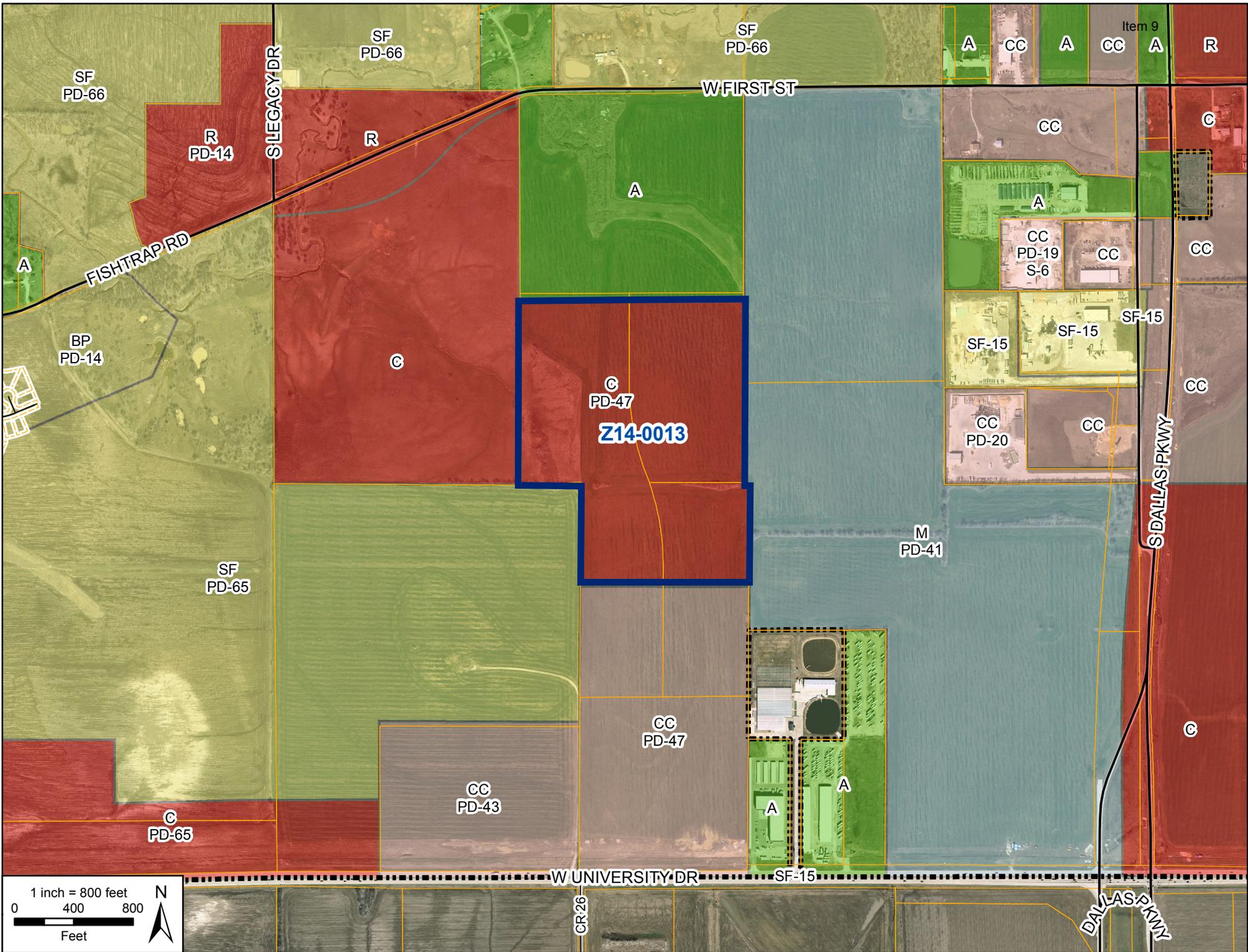
Resubmitted August 12, 2014
Resubmitted August 4, 2014
July 7, 2014

Notes:
No 100-year flood plain exists on this property.

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

EXHIBIT E
PROSPER RIDGE
DEVELOPMENT SCHEDULE

It is anticipated that construction of the Prosper Ridge neighborhood will begin January 2015. Phase 2 of the neighborhood will start when market conditions dictate.



Z14-0013

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PD-66

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Item 9

R

W FIRST ST

S LEGACY DR

FISHTRAP RD

BP
PD-14

C

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CC

C

A

CC
PD-19
S-6

CC

CC

SF-15

SF-15

SF-15

CC

CC
PD-20

CC

S DALLAS PKWY

M
PD-41

SF
PD-65

CC
PD-47

CC
PD-43

C
PD-65

C

W UNIVERSITY DR

SF-15

CR 26

DALLAS PKWY



PARKS & RECREATION

To: Mayor and Town Council

From: Julie Shivers, Recreation Services Coordinator

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – September 9, 2014

Agenda Item:

Consider and act upon an ordinance amending Section XIII "Parks and Recreation User Fees" of Appendix A "Fee Schedule" of the Town's Code of Ordinances by amending subsection (a) the field user fees.

Description of Agenda Item:

The Town of Prosper current field user fee structure:

- A \$5 per player fee per season for Prosper Youth Sports Association (PYSA), Prosper Area Soccer Association (PASO), Prosper Little League (PLL) and teams whose rosters are comprised of 80% or more of PISD enrolled students.
- A \$30 per hour athletic field user fee with an additional \$15 per hour for use of the field lights shall be required for all other users.

Town staff conducted a survey of several surrounding cities including Coppell, Plano, Denton, Allen, McKinney, Little Elm, Frisco, and Southlake. In compiling the data, staff found that the user fees vary across the area.

Town staff met with the sport leagues on May 12, 2014, to discuss the idea of changing the current field user fee structure. Staff also followed up with the Prosper Youth Sports Commission (PYSC) on June 9, 2014, to get more input. The group overall was for some increase in user fees but input varied regarding a resident/non-resident fee. A consensus occurred on different fees for PYSC sports (Town co-sponsored) versus any non co-sponsored team, which is typical for all other municipalities.

At the August 12, 2014, Town Council meeting, staff recommended the following user fee structure for the Town of Prosper:

User Fees Per Season	Co-Sponsored Organization	Co-Sponsored Non-Resident	Resident, Non Co-Sponsored	Non-Resident, Non Co-Sponsored
Per Player Rate	\$ 5.00	\$ 15.00	N/A	N/A
Hourly Field Usage Rental Rate	\$ 0.00	\$ 0.00	\$ 30.00	\$ 45.00
Hourly Field Light Rate	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00

After much debate, Town Council recommended the following user fee structure for the Town of Prosper:

User Fees Per Season	Co-Sponsored (Resident/ PISD)	Co-Sponsored (Non-Resident/ Non-PISD)	Resident, Non Co-Sponsored	Non-Resident, Non Co-Sponsored
Per Player Rate	\$ 10.00	\$ 20.00	N/A	N/A
Hourly Field Usage Rental Rate	\$ 0.00	\$ 0.00	\$ 30.00	\$ 45.00
Hourly Field Light Rate	\$ 0.00	\$ 0.00	\$ 15.00	\$ 15.00

On September 2, 2014, staff met with all the sport leagues to discuss the proposed changes to the ordinance amending Section XIII "Parks and Recreation User Fees" of Appendix A "Fee Schedule" of the Town's Code of Ordinances by amending subsection (a) the field user fees. The following changes to the fee structure were recommended:

User Fees Per Season	Co-Sponsored Organization (League Boundaries)	Co-Sponsored Organization (Non-League Boundaries)	Resident, Non Co-Sponsored	Non-Resident, Non Co-Sponsored
Per Player Rate	\$ 10.00	\$ 30.00	N/A	N/A
Hourly Field Usage Rental Rate	\$ 0.00	\$ 0.00	\$ 30.00	\$ 45.00
Hourly Field Light Rate	\$ 0.00	\$ 0.00	\$ 15.00	\$ 15.00

The co-sponsored league boundary structure is proposed to stay in effect until October 1, 2016, to allow the sports associations to reformat their boundary to only include Town of Prosper Residents and PISD boundaries. At that time, Town staff will coordinate with the co-sponsored organizations on 2 potential changes to the field user fees to differentiate between resident/PISD and non-resident/non-PISD.

The attached ordinance reflects the Council's direction given at the August 12, 2014, meeting. The effective date of the proposed ordinance will be October 1, 2014, so implementation would begin prior to the Spring 2015 season.

Budget Impact:

The user fees help recover a portion of field maintenance costs.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance

Parks and Recreation Board Recommendation:

At the June 12, 2014, PARBd meeting, the Board recommended for co-sponsored leagues a resident per player/season fee, non-resident fee of \$10 more, and the hourly light fee of \$15.

Town Staff Recommendation:

Town staff recommends that the Town Council approve an ordinance amending Section XIII "Parks and Recreation User Fees" of Appendix A "Fee Schedule" of the Town's Code of Ordinances by amending subsection (a) the field user fees.

Proposed Motion:

I move to approve an ordinance amending Section XIII "Parks and Recreation User Fees" of Appendix A "Fee Schedule" of the Town's Code of Ordinances by amending subsection (a) the field user fees.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 14-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, REPEALING EXISTING SUBSECTION (A) OF SECTION XIII, "PARKS AND RECREATION USER FEES," OF APPENDIX A TO THE TOWN'S CODE OF ORDINANCES AND REPLACING THEM WITH A NEW SUBSECTION (A) RELATIVE TO ATHLETIC FIELD USER FEES; PROVIDING FOR REPEALING, SAVINGS 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 field user fees should be amended; and

WHEREAS, the Prosper Parks & Recreation Board has reviewed the proposed field user fees and has recommended adoption of the same by the Town Council; and

WHEREAS, the Town Council hereby finds and determines that it will be advantageous, beneficial and in the best interests of the citizens of Prosper to amend the field user fees, as set forth below.

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, existing subsection (a) of Section XIII, "Parks and Recreation User Fees," of Appendix A to the Town's Code of Ordinances are hereby repealed and replaced with a new subsection (a), to read as follows:

"Sec. XIII Parks & Recreation User Fees

- (a) **Field User Fees.** Prosper Youth Sport Commission leagues (co-sponsored leagues) – A ten dollar (\$10) fee per player per season shall be assessed for all Town of Prosper residents and/or PISD participants. A twenty dollar (\$20) fee per player per season shall be assessed for all non-residents and non-PISD participants. Fees shall be paid in full prior to the use of any Town athletic field. The number of scheduled practices and games will be assigned based on the facility use agreement with the Town.

A thirty dollar (\$30) per hour athletic field use fee with an additional fifteen dollar (\$15) fee per hour for use of the field lights shall be required for non-co-sponsored resident teams comprised of eighty percent (80%) or more Town of Prosper resident participants. A forty-five dollar (\$45) per hour athletic field use fee with an additional fifteen dollar (\$15) per hour fee for use of the field lights shall be required for all other use.

SECTION 3

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portion of conflicting ordinances shall remain in full force and effect.

SECTION 4

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. Prosper hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

SECTION 5

This Ordinance shall take effect October 1, 2014, and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Prosper, Texas.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS ON THIS 9th DAY OF SEPTEMBER, 2014.

APPROVED:

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney