



Prosper is a place where everyone matters.

AGENDA
Meeting of the Prosper Town Council
Prosper Municipal Chambers
108 W. Broadway, Prosper, Texas
Tuesday, September 23, 2014
5:00 p.m.

1. Call to Order/Roll Call.

2. **EXECUTIVE SESSION:**

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

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

2b. Section 551.072 – To discuss and consider purchase, exchange, lease or value of real property for municipal purposes and all matters incident and related thereto.

REGULAR MEETING – 6:00 P.M.

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

4. Announcements of upcoming events.

5. Proclamations.

- Presentation of a Proclamation to members of the Clothe a Child program declaring October 2014 as *Clothe a Child Month*. **(RB)**
- Presentation of a Proclamation to members of the Prosper Police Department declaring October 7, 2014 as *National Night Out*. **(RB)**

6. **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.)

6a. Consider and act upon minutes from the following Town Council meetings. **(RB)**

- Regular Meeting – September 9, 2014

6b. Receive the August 2014 financial report. **(KA)**

6c. Consider and act upon the appointment of a Municipal Judge, and authorize the Mayor to execute an agreement for same. **(RB)**

- 6d. Consider and act upon a resolution designating *The Prosper Press* as the official newspaper of the Town of Prosper for Fiscal Year 2014-2015. **(RB)**
- 6e. Consider and act upon approving an Interlocal Agreement between Collin County and the Town of Prosper, related to child abuse, investigation, and law enforcement services; and authorizing the Town Manager to execute same. **(DK)**
- 6f. 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) Field User Fees. **(JS)**
- 6g. Consider and act upon authorizing the Town Manager to execute a Settlement and Release Agreement between Oncor Electric Delivery Company LLC, and the Town of Prosper, Texas, related to the reimbursement for overbilling of unmetered street lights. **(HW)**
- 6h. Consider and act upon an ordinance repealing Section 1.04.001 "Time limit for speaking at certain meetings" of Article 1.04 "Boards, Commissions and Committees" of Chapter 1 "General Provisions" of the Town's Code of Ordinances and replacing it with a new Division 1, entitled "Library Board" to provide Library Board's number of members, terms of office, vacancies, selection of Chair and Vice-Chair, meetings, and power and authority. **(HW)**
- 6i. Consider and act upon an ordinance repealing Section 1.09.082 "Number of members," Section 1.09.085 "Chair/vice-chair/secretary/quorum," and Section 1.09.088 "Powers and authority" of Division 3 "Parks and Recreation Board" of Article 1.09 "Parks and Recreation" of Chapter 1 "General Provisions" of the Town's Code of Ordinances and replacing said sections with a new Section 1.09.082 "Number of members," Section 1.09.085 "Chair/vice-chair/quorum," and Section 1.09.088 "Powers and authority," regarding residency requirements for the members of the Parks and Recreation Board, selection of Chair and Vice-Chair, and powers and authority. **(WM)**
- 6j. Consider and act upon an ordinance amending Section 3.02.010 "Officers" of Article 3.02 "Construction Board of Appeals" of Chapter 3 "Building Regulations" of the Town's Code of Ordinances, regarding the composition and appointment of Board members. **(AG)**
- 6k. 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)**

7. **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:

8. 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)**
9. Conduct a Public Hearing, and consider and act upon a request for a Specific Use Permit (SUP) for a New Automobile Sales/Leasing facility, on 16.1± acres, located on the north side of US 380, 4,000± feet west of Dallas Parkway. The property is zoned Planned Development-43 (PD-43). (S14-0003). **(JW)**

DEPARTMENT ITEMS:

10. Consider and act upon an ordinance adopting the Fiscal Year 2014-2015 Annual Budget for the fiscal year beginning October 1, 2014, and ending September 30, 2015, and approving certain amendments to the Fiscal Year 2013-2014 Annual Budget. **(KA)**
11. Consider and act upon an ordinance adopting the Town of Prosper 2014 Property Tax Rate. **(KA)**
12. Consider and act upon an ordinance repealing Article 12.09 "Speed Limits" of Chapter 12 "Traffic and Vehicles" of the Town's Code of Ordinances and replacing it with a new Article 12.09 "Speed Limits" to provide for the prima facie speed limits on streets within the Town. **(MR)**
13. Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Dunaway Associates, LP, and the Town of Prosper, Texas, related to the Frontier Park North Conceptual Master Plan and Sexton Park Conceptual Master Plan project. **(HW)**
14. Consider and act upon authorizing the Mayor to execute the First Amended and Restated Development and Financing Agreement with Blue Star Land, L.P., Blue Star Allen, L.P., 183 Land Corp., and Prosper Economic Development Corporation, for the reimbursement of the cost of construction of public infrastructure to be constructed within Tax Increment Reinvestment Zone Number One, Town of Prosper. **(HJ)**

15. EXECUTIVE SESSION:

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

15a. *Section 551.087 – To discuss and consider economic development incentives.*

15b. *Section 551.072 – To discuss and consider purchase, exchange, lease or value of real property for municipal purposes and all matters incident and related thereto.*

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

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

- Comprehensive Plan Implementation Priorities. **(JW)**

18. 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 19, 2014, at 5:00 p.m. and remained so posted at least 72 hours before said meeting was convened.

Robyn Battle, Town Secretary

Date Noticed Removed

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

NOTICE

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

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



Prosper is a place where everyone matters.

MINUTES
Regular Meeting of the
Prosper Town Council
Prosper Municipal Chambers
108 W. Broadway, Prosper, Texas
Tuesday, September 9, 2014

1. Call to Order/Roll Call.

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

Council Members Present:

Mayor Ray Smith
Mayor Pro-Tem Meigs Miller
Deputy Mayor Pro-Tem Kenneth Dugger
Councilmember Michael Korbuly
Councilmember Mike Davis (arrived at 6:39 p.m.)
Councilmember Curry Vogelsang, Jr.
Councilmember Jason Dixon

Staff Members Present:

Harlan Jefferson, Town Manager
Robyn Battle, Town Secretary
Robert Brown, Town Attorney
Hulon T. Webb, Jr., Executive Director of Development and Community Services
John Webb, Director of Development Services
Alex Glushko, Senior Planner
Matt Richardson, Senior Engineer
Bill Elliott, Building Official
Will Mitchell, Parks & Recreation Manager
Kent Austin, Finance Director
Trish Featherston, Accounting Manager
January Cook, Purchasing Manager
Baby Raley, Human Resources Director
Doug Kowalski, Police Chief
Gary McHone, Assistant Police Chief
Ronnie Tucker, Fire Chief
Robert Winningham, Economic Development Corporation Executive Director

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

Doug Kriz of Grace Christian Church led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

3. Announcements of upcoming events.

Councilmember Vogelsang made the following announcements:

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. - 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. Bethlehem Place will be accepting donations of non-perishable food, diapers, shampoo, and other personal grooming items. "The Lego Movie" will begin at dusk.

On Monday, September 1, residential and commercial water customers in Prosper returned to once-a-week watering of lawns and landscapes with automatic sprinkler systems. The change to weekly watering from twice-a-month watering will help ensure that water quality is maintained throughout the water distribution systems. The new restrictions will be in place through the end of October.

Town Manager Harlan Jefferson introduced John Webb, the Town's new Director of Development Services.

Councilmember Korbuly congratulated Prosper High School head football coach, Kent Scott, for coaching his 100th football game for Prosper ISD.

4. **Proclamations.**

- **Presentation of a Proclamation to members of the Leukemia & Lymphoma Society declaring September 2014 as *Leukemia, Lymphoma & Myeloma Awareness Month*. (RB)**

Kim Brown, representing the Leukemia and Lymphoma Society, was present to receive the Proclamation. She was accompanied by Audrey, a child from Prosper who is currently receiving treatment, and Audrey's grandfather.

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 Ordinance No. 14-59 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 Ordinance No. 14-60 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 Ordinance No. 14-61 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)**

Deputy Mayor Pro-Tem Dugger made a motion and Mayor Pro-Tem Miller seconded the motion to approve all items on the Consent Agenda. The motion was approved by a vote of 6-0.

6. CITIZEN COMMENTS:

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

Other Comments by the Public:

Irwin “Cap” Parry, 850 Kingsview Drive, Prosper, encouraged the Town Council to create a committee for the development of downtown Prosper to include municipal buildings and a Veterans Memorial.

There were no other Citizen Comments.

REGULAR AGENDA:

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

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

Finance Director Kent Austin presented this item before the Town Council. The proposed FY 2014-2015 budget includes no rate increases, and focuses primarily on public safety, street improvements, and parks improvements. Mr. Austin reviewed growth projections for the Town. Hulon Webb, Executive Director of Development and Community Services continued the presentation by providing a summary of the proposed Capital Improvement Program (CIP). After discussion on the location of dynamic speed limit signs, Town staff was directed to come up with a Town-wide strategy for the placement of these signs, and the Town Council will consider a budget amendment to fund the items at a later date. Town Manager Harlan Jefferson provided additional information on the timing of concrete and asphalt road improvements on the west side of Town, and the funding options for those projects.

Councilmember Mike Davis arrived at the meeting and took his place at the Council bench during the presentation.

Mayor Smith opened the Public Hearing.

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 tax year by 11.07 percent. (KA)

Finance Director Kent Austin presented this item before the Town Council. This is the second of two required Public Hearings for the proposed tax rate of \$0.52 per \$100 valuation. The Town Council is scheduled to adopt the tax rate at the September 23, 2014, Town Council meeting.

Mayor Smith opened the Public Hearing.

J.D. Sanders, 1511 Stillhouse Hollow, Prosper, urged the Town Council to be fiscally responsible now in response to the increase in tax revenues, and the effect it would have on families.

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

Mayor Smith asked Town Manager Harlan Jefferson to explain the budget process and respond to the speaker's concerns. Mr. Jefferson explained that the budget process begins in January with the Council's direction outlined in the annual Strategic Plan. From there, Town staff identifies funding mechanisms to provide the services that Council has prioritized, which is dependent on projected tax revenue. Town staff then develops a budget based on the needs of the Town and Council's priorities. One specific goal was to open a new Fire Station on the west side of Town without raising the tax rate. While the tax rate itself is not increasing, the increase in tax revenue is from new construction added to the tax rolls, and an increase in the values of existing homes. The proposed budget addresses the growth in population, and the increased demand for services. Mr. Jefferson explained that the Town utilizes

partnerships whenever possible to share the cost of infrastructure construction with developers through impact fees. The Town also utilizes Regional Toll Revenue, County funds, land donations, and grants, and continues to pursue a partnership with Prosper ISD to accommodate the growing need for additional school sites.

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)

Senior Planner Alex Glushko presented this item before the Town Council. The request is to rezone the property to allow for the construction of single family homes. Mr. Glushko reviewed the proposed PD standards compared to straight SF-10 zoning. Several development regulations in the proposed PD exceed the minimum standards in the Town's Zoning Ordinance. The proposed PD would allow for a minimum lot size of 8,400 square feet.

Mayor Smith opened the Public Hearing.

Jack Dixon, 810 Long Valley Court, Prosper, spoke in opposition to the minimum lot size for the project, since the minimum lot size in the Zoning Ordinance is 10,000 square feet.

Dave Wilcox spoke on behalf of the applicant and presented a PowerPoint presentation with additional information on the project. The applicant's position is that the property is not viable for commercial development, and the proposed residential development would help reduce the oversupply of retail zoning in the Town.

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

Several Council members expressed concern with the minimum lot size. The applicant was asked to revise the proposal to include a minimum lot size of 10,000 square feet.

Councilmember Korbuly made a motion and Deputy Mayor Pro-Tem Dugger seconded the motion to table this item until the September 23, 2014, Town Council meeting. The motion was approved by a vote of 7-0.

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)

Julie Shivers, Recreation Services Coordinator, presented this item before the Town Council. At the August 12, 2014, Town Council meeting, Town staff was provided with a recommendation from the Town Council on a revised field user fee structure. On September 2, 2014, Town staff met with representatives from the Town's various sports leagues, and were provided with additional feedback. Chuck Washburn addressed the Council on behalf of Prosper Little League. Ms. Shivers reviewed the fee structure proposed by the sports organizations, as well as data that she had compiled related to cost estimates for field maintenance and lighting. The Town

Council discussed the sharing of facilities between surrounding Towns, and the determination of league boundaries as they relate to the proposed fee changes.

After discussion, Town staff was directed to revise the ordinance to reflect the recommendation of the sports leagues. Councilmember Korbuly made a motion and Deputy Mayor Pro-Tem Dugger seconded the motion to table this item until the September 23, 2014, Town Council meeting. The motion was approved by a vote of 6-1.

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.**

The Town Council recessed into Executive Session at 8:11 p.m.

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

The Regular Session was reconvened at 9:10 p.m. The following action was taken as a result of the Closed Session:

Mayor Pro-Tem Miller made a motion and Deputy Mayor Pro-Tem Dugger seconded the motion to appoint the following individuals to the Town's Boards and Commissions, with terms to begin on October 1, 2014:

Board of Adjustment/Construction Board of Appeals	
Place No. 2	Bob Wierschem
Place No. 4 (Alternate)	George Dupont
Place No. 6	Ane Casady
Place No. 7 (one-year term)	Leray Meeks

Prosper Economic Development Corporation	
Place No. 2	Ray Smith
Place No. 4	David Bristol
Library Board	
Place No. 2	Sherilyn Bird
Place No. 3 (one-year term)	Chris Sanchez
Place No. 4	Janet Hudson
Place No. 5 (one-year term)	Jennifer Stice
Place No. 6	Amber Bowden
Place No. 7 (one-year term)	Jamie Pouster
Parks and Recreation Board	
Place No. 2	Jeffrey Hodges
Place No. 4	Jennifer Severance
Place No. 6	Keith Yellin
Planning and Zoning Commission	
Place No. 2	John Hema
Place No. 4	Klaus Hillman
Place No. 6	David Snyder

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

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

- **Speed Limit Ordinance (MR)**

Matt Richardson updated the Town Council on the proposed changes to the speed limit ordinance that will be presented for Council consideration at the September 23, 2014, Town Council meeting. A strategy for the placement of dynamic speed limit signs will be presented to Council in approximately two months.

- **Appointment process for Municipal Judge (RB)**

Town Secretary Robyn Battle updated the Town Council on the appointment process for the Municipal Judge, whose term will expire in October. Town staff was directed to place an item on the September 23, 2014, Town Council agenda, and to include an agreement outlining the compensation and duties of the Municipal Judge.

Town staff was directed to expedite the amendments to the Zoning Ordinance increasing the residential development standards.

Town Manager Harlan Jefferson addressed the Council on the current process for handling code violations. Town staff was directed to give one notice of violation, then pursue the issuance of citations.

The Town Council was asked to provide feedback on the recently completed screening wall along First Street.

14. Adjourn.

The meeting was adjourned at 9:29 p.m.

These minutes approved on the 23rd day of September, 2014.

APPROVED:

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary



MONTHLY FINANCIAL REPORT AUGUST 2014

Prepared by
Finance Department

September 19, 2014

TOWN OF PROSPER, TEXAS

MONTHLY FINANCIAL REPORT

AUGUST 2014

Contents

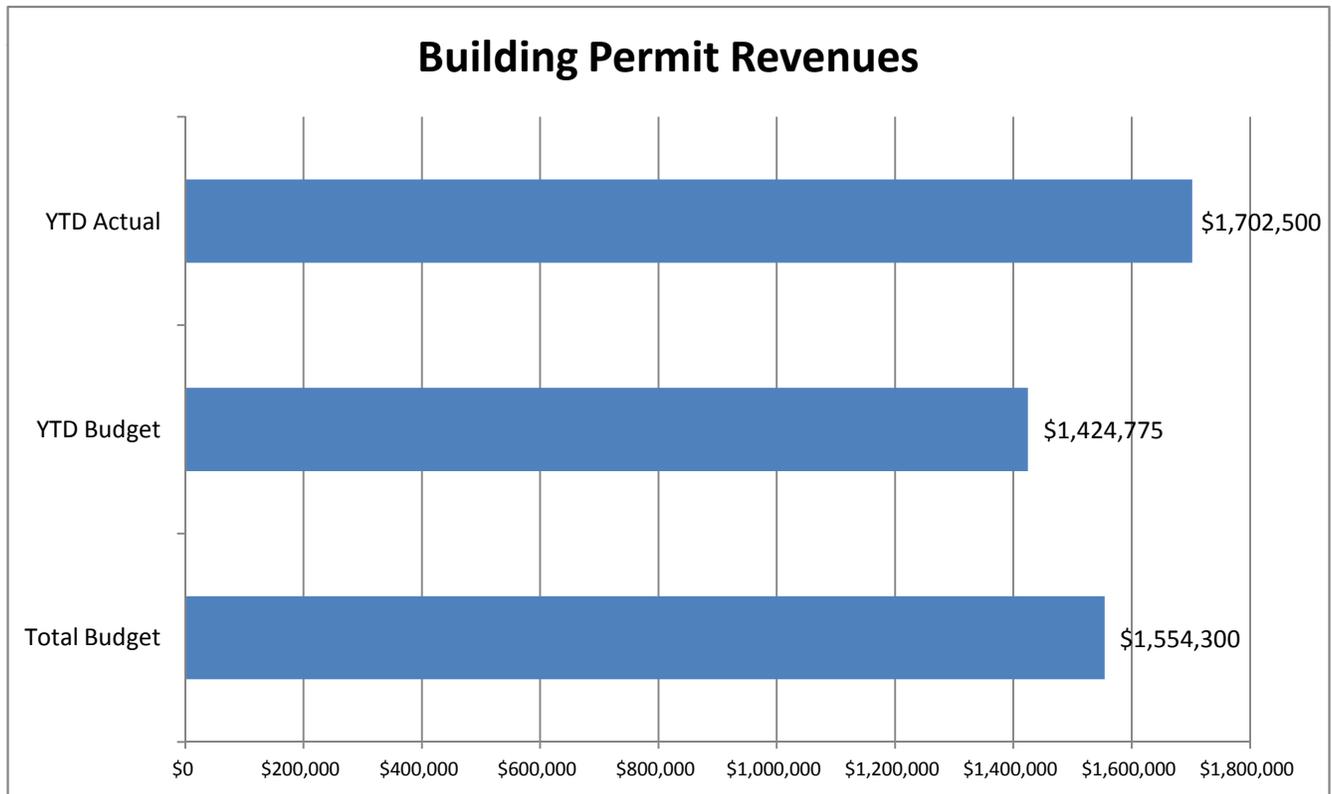
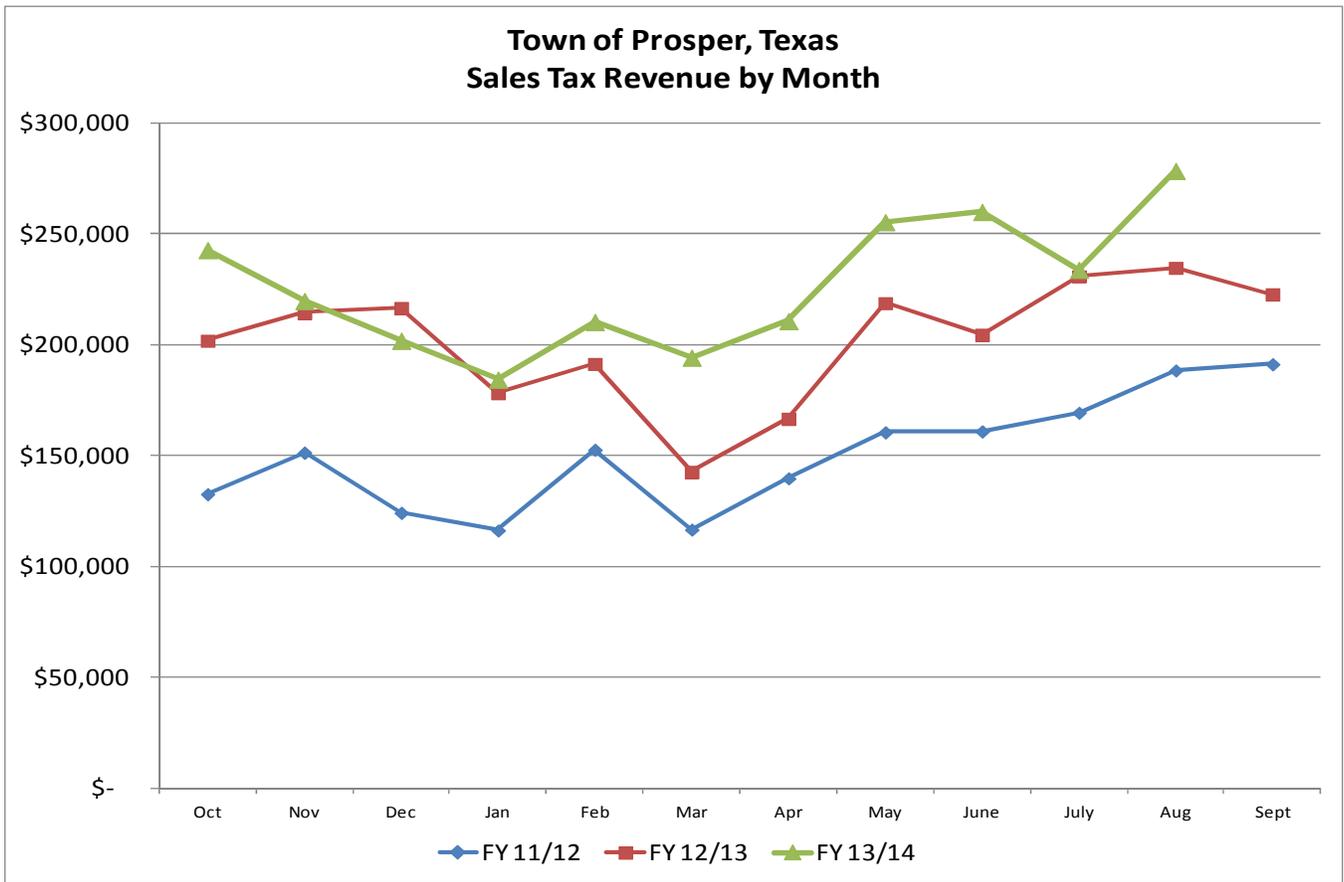
Dashboard Charts	1
General Fund	3
Water/Sewer Fund	4
Interest & Sinking Fund	5
Internal Service Fund	6
Storm Drainage Fund	7
Parks Dedication & Improvement Fund	8
Impact Fees Fund	9
Special Revenue Fund	10
Employee Health Trust Fund	11
Capital Projects Fund-General	12
Capital Projects Fund-Water/Sewer	13
Detail-All Funds	14

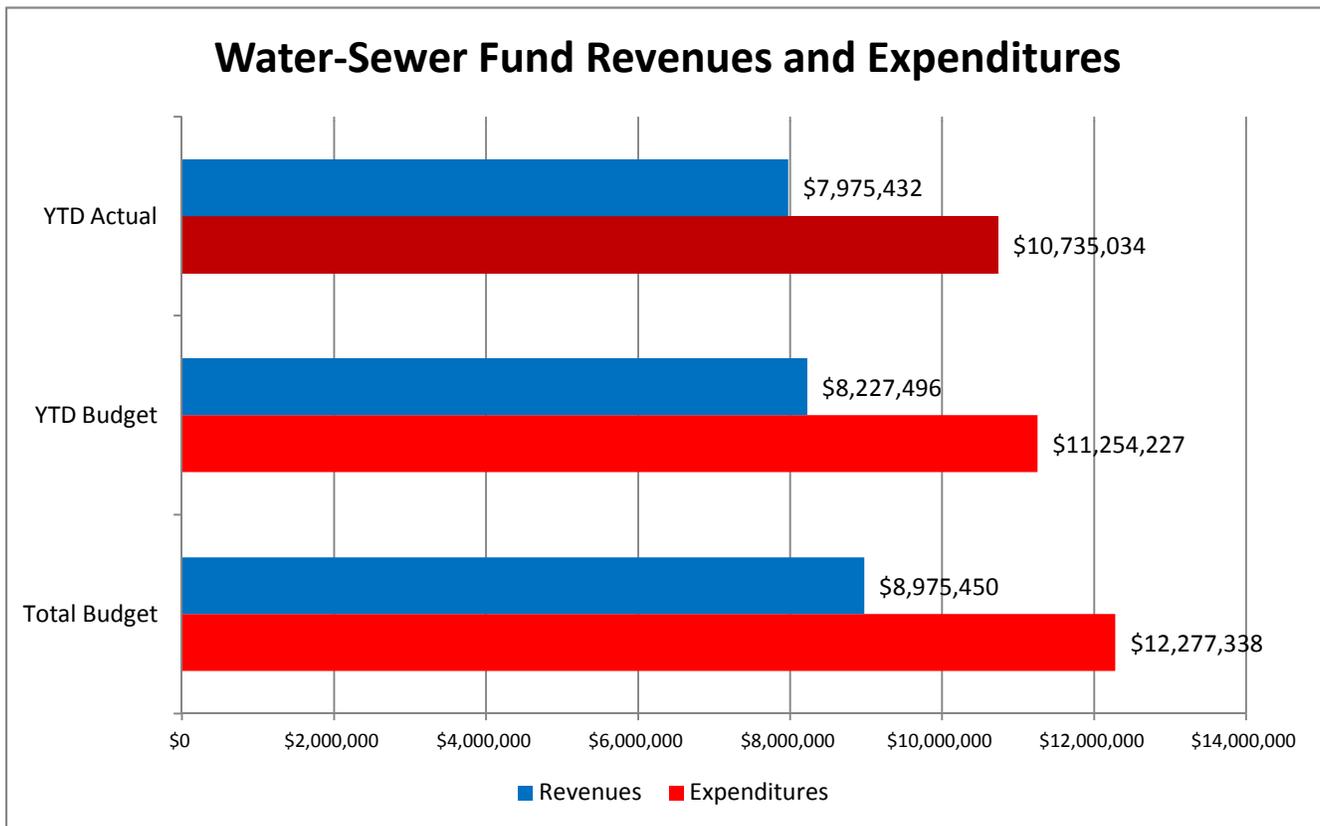
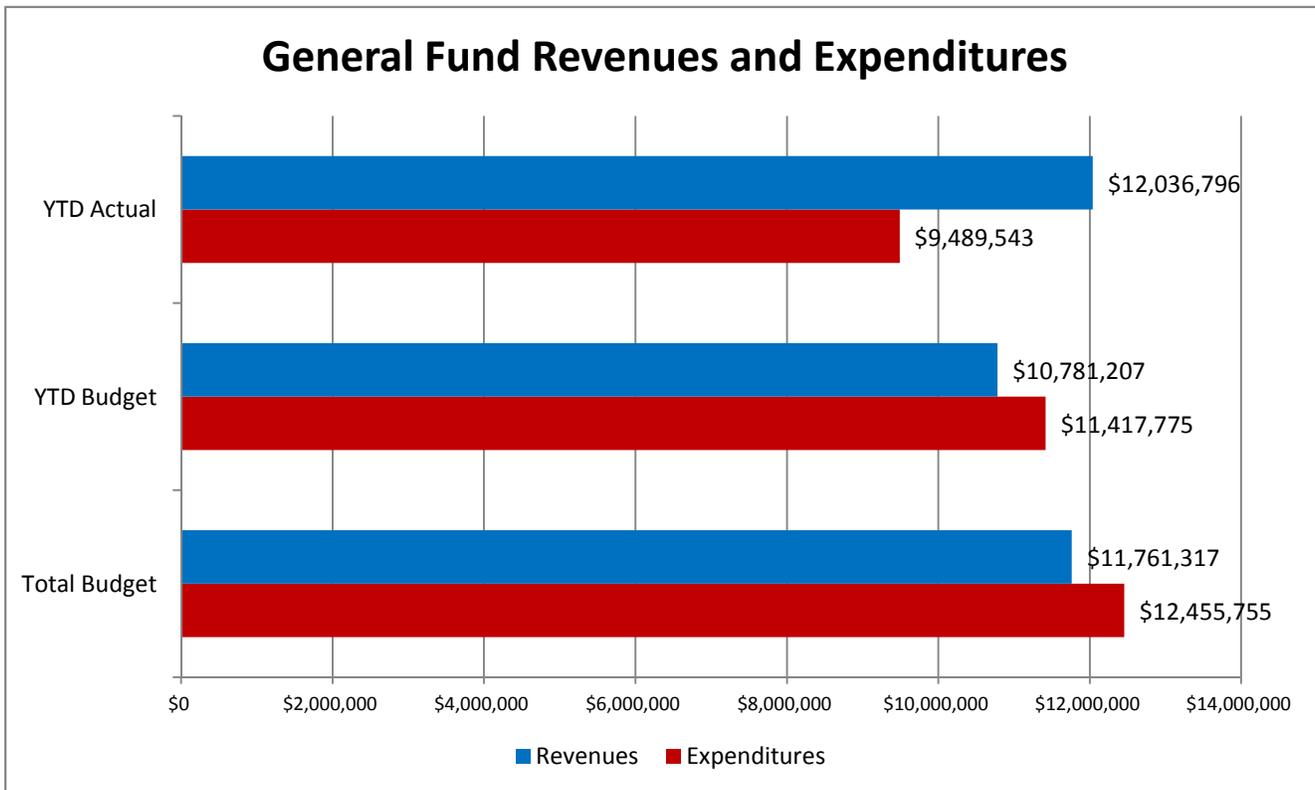
Legend

"Compare to" refers to percentage of fiscal year completed-e.g., 91.67% = 11/12, or August.

Parentheses around a number indicate credit amount or gain-e.g., Sales Taxes (2,492,678)

Red, yellow, and green traffic lights indicate status of number compared to percentage of fiscal year completed-e.g., Sales Taxes  91.23





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

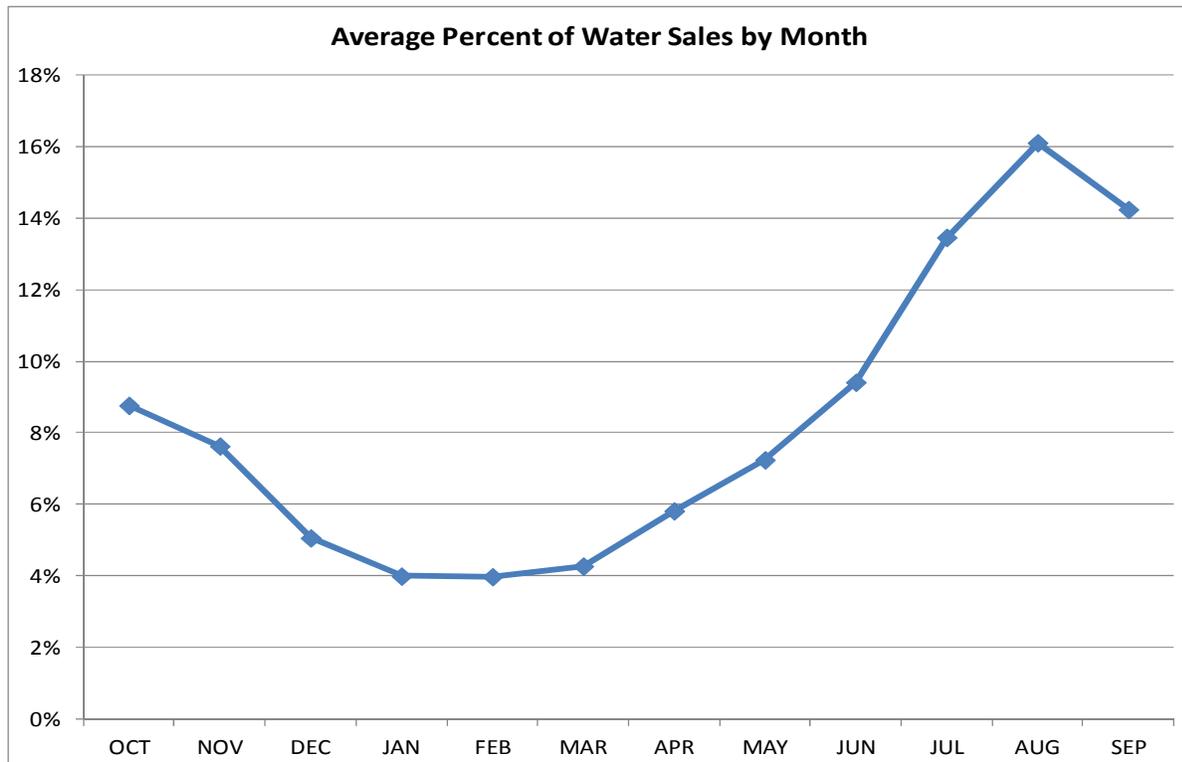
	Current Year Amended Budget	Current YTD Actual	Current Month Actual	91.67% Percent YTD %
GENERAL FUND				
Property Taxes -Current	(5,176,475)	(5,129,436)	(3,325) ●	99.09
Sales Taxes	(2,732,400)	(2,492,678)	(278,529) ●	91.23
Franchise Fees	(473,000)	(531,378)	(45,459) ●	112.34
Building Permits	(1,554,300)	(1,702,500)	(181,536) ●	109.53
Fines	(215,000)	(253,182)	(25,452) ●	117.76
Other	(1,610,142)	(1,927,622)	(144,834) ●	119.72
Total Revenues	(11,761,317)	(12,036,796)	(679,135) ●	102.34
10 Administration	1,844,468	1,710,907	150,263 ●	92.76
20 Police	1,834,258	1,516,517	128,405 ●	82.68
25 Dispatch Department	644,690	515,798	33,896 ●	80.01
30 Fire/EMS	2,566,238	2,191,423	240,295 ●	85.39
35 Fire Marshall	123,595	104,433	7,914 ●	84.50
40 Streets	1,367,305	427,460	24,187 ●	31.26
45 Public Library	115,336	84,120	8,977 ●	72.93
60 Parks and Recreation	1,778,550	1,226,723	129,206 ●	68.97
70 Municipal Court	237,728	216,906	20,818 ●	91.24
80 Inspections	796,782	592,970	56,241 ●	74.42
85 Code Enforcement	164,151	134,263	5,939 ●	81.79
90 Planning	495,505	360,919	42,436 ●	72.84
98 Engineering	487,149	407,105	36,240 ●	83.57
Total Expenses	12,455,755	9,489,543	884,818 ●	76.19
(Gain)/Loss	694,438	(2,547,253)	205,683	

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

		Current	Current	Current	91.67%
		Year	YTD	Month	Percent YTD
		Amended Budget	Actual	Actual	%
WATER-SEWER FUND					
[1]	Water revenues	(5,671,600)	(4,589,221)	(494,777) ●	80.92
	Sewer revenues	(2,397,850)	(2,439,202)	(227,057) ●	101.72
	Sanitation revenues	(906,000)	(947,009)	(89,751) ●	104.53
	Total Revenues	(8,975,450)	(7,975,432)	(811,585) ●	88.86
	50 Water	6,436,590	5,296,449	1,235,086 ●	82.29
[2]	55 Sewer	4,868,706	4,526,642	119,902 ●	92.97
	57 Utility Billing	972,042	911,944	88,907 ●	93.82
	Total Expenses	12,277,338	10,735,034	1,443,896 ●	87.44
	(Gain)/Loss	3,301,888	2,759,602	632,311	

[1] Water revenue is cyclical and typically lags budget until the summer months, as shown in the chart below. Even so, water revenue this year lags that of 2013 YTD, \$4,589,221 versus \$4,858,948.

[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
AUGUST 2014
COMPARE TO:

91.67%

	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
INTEREST & SINKING FUND				
Property Taxes -Delinquent	(30,000)	(73,828)	(14) ●	246
Property Taxes -Current	(2,763,240)	(3,047,695)	(1,975) ●	110
Taxes -Penalties	(18,000)	(25,030)	(122) ●	139
[1] Proceeds from Bond Issuance	-	(6,175,000)	- ●	-
[1] Proceeds from Bond Premium	-	(764,610)	- ●	-
Interest Income	(12,000)	(16,757)	(1,199) ●	140
Total Revenues	(2,823,240)	(10,102,920)	(3,310) ●	358
[1] Payment to Bond Escrow Agent	-	7,520,684	- ●	-
2013 GO Ref Bond	282,672	282,672	204,950 ●	100.00
2010 Tax Note Payment	365,166	365,166	8,919 ●	100.00
2011 Ref Bond Pmt	177,791	177,791	5,192 ●	100.00
2012 GO Bond Payment	112,413	112,413	56,206 ●	100.00
2004 CO Bond Payment	329,992	60,496	●	18.33
2006 Bond Payment	455,033	455,033	359,516 ●	100.00
2008 CO Bond Payment	1,078,313	1,078,313	304,493 ●	100.00
Bond Administrative Fees	20,000	76,150	(12,779) ●	380.75
Total Expenses	2,821,380	10,128,718	926,497 ●	359.00
(Gain)/Loss	(1,860)	25,798	923,187	

- [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.

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

91.67%

	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)		●	81.60
Interest Income	(500)	(525)	(52)	●	105.06
[1] Transfer In	(19,160)	(1,980)	(180)	●	10.33
Total Revenue	(49,660)	(26,985)	(232)	●	54.34
MERP H & D Expense - GF	49,000	23,589	-	●	48.14
Total Expenses	49,000	23,589	-	●	48.14
(Gain)/Loss	(660)	(3,396)	(232)		

- [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
 MONTHLY FINANCIAL REPORT
 AUGUST 2014
 COMPARE TO:

91.67%

	Current Year Amended Budget	Current YTD Actual	Current Month Actual		Percent YTD %
STORM DRAINAGE UTILITY FUND					
Storm Drainage Utility Fee	(228,800)	(226,073)	(21,360)	●	98.81
Interest Storm Utility	(1,600)	(1,889)	(87)	●	118.05
Total Revenue	(230,400)	(227,961)	(21,447)	●	98.94
Personnel Expenses	42,649	37,443	3,162	●	87.79
[1] Program Expenses	351,351	184,364	99,666	●	52.47
Total Expenses	394,000	221,807	102,828	●	56.30
(Gain)/Loss	163,600	(6,155)	81,381		

[1] Program Expenses budget includes \$106,918 debt service payment for share of 2012 Certificates of Obligation.

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

91.67%

	Current Year Amended Budget	Current YTD Actual	Current Month Actual	91.67% Percent YTD %
PARK DEDICATION AND IMPROVEMENT FUND				
Park Dedication-Fees	(100,000)	(251,609)	(84,931)	251.61
Park Improvement	(200,000)	(690,796)	(84,000)	345.40
Contributions		(17,500)		-
Interest-Park Dedication	(1,200)	(1,902)	(250)	158.48
Interest-Park Improvements	(350)	(866)	(222)	247.52
Total Revenue	(301,550)	(962,673)	(169,403)	319.24
[1] Miscellaneous Expense		42,509		-
Professional Services-Pk Ded		58,922		-
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		-
Total Expenses	700,000	132,675	-	18.95
(Gain)/Loss	398,450	(829,998)	(169,403)	

[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
 AUGUST 2014
 COMPARE TO:

	Current Year Amended Budget	Current YTD Actual	Current Month Actual	91.67% Percent YTD %
IMPACT FEES FUND				
Impact Fees -Water	(800,000)	(1,466,584)	(177,122) ●	183.32
Impact Fees -Sewer	(700,000)	(383,675)	(39,997) ●	54.81
Thoroughfare Impact Fees	(1,100,000)	(1,236,806)	(119,185) ●	112.44
West Thorfare Imp. Fees Rev		(328,659)	(78,267) ●	-
Interest-Water Impact Fee	(4,000)	(4,225)	(391) ●	105.62
Interest-Sewer Impact Fee	(4,000)	(1,965)	(189) ●	49.13
Interest-Thorfare Imp Fee	(12,000)	(4,013)	(375) ●	33.44
Interest-West Thorfare imp fee		(1,463)	(144) ●	-
Total Revenue	(2,620,000)	(3,427,389)	(415,670) ●	130.82
Professional Serv-Water Imp Fee	1,220,000	99,024	●	8.12
Professional Serv-Sewer Imp Fee	255,000	11,259	4,727 ●	4.42
Professional Serv-Thorfare Imp Fee	60,000	2,027	●	3.38
Capital Expenditure-Water		477,643	●	-
Capital Expenditure-Thoroughfare		278,794	●	-
Transfer to Capital Proj Fund	300,000		●	-
Total Expenses	1,835,000	868,748	4,727 ●	47.34
(Gain)/Loss	(785,000)	(2,558,641)	(410,942)	

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

91.67%

	Current Year <u>Amended Budget</u>	Current YTD <u>Actual</u>	Current Month <u>Actual</u>	91.67% Percent YTD %
SPECIAL REVENUE FUND				
Police Donation Inc	(16,000)	(14,570)	(753) ●	91.06
Fire Dept-Donation Inc	(12,000)	(9,965)	(967) ●	83.04
Safety Fair Donations	(2,000)		●	0.00
Child Safety Inc	(9,000)	(11,762)	(3,005) ●	130.69
Court Security Revenue	(2,900)	(4,944)	(460) ●	170.49
Technology Fd Revenue	(4,000)	(6,582)	(614) ●	164.56
Special Revenue - Other		(1,551)	●	0.00
Interest Income		(3,750)	(290) ●	0.00
Country Xmas Donations	(10,000)	(18,251)	(300) ●	182.51
Tree Mitigation Revenue		(14,175)	●	0.00
Escrow Income		(142,623)	●	0.00
Cash Seizure Forfeit-PD	(500)	(3,250)	●	650.00
Total Revenue	<u>(56,400)</u>	<u>(231,423)</u>	<u>(6,390) ●</u>	<u>410.33</u>
Special Revenue Expense - Other		40	●	0.00
Country Xmas Expense	10,000	10,001	●	100.01
[2] Court Technology Expense	12,200	15,310	●	125.49
Court Security Expense	2,500	748	68 ●	29.92
Police Donation Exp	8,000	4,000	●	50.00
Fire Dept Donation Exp	8,000	4,176	●	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	<u>59,200</u>	<u>217,637</u>	<u>68 ●</u>	<u>367.63</u>
(Gain)/Loss	<u>2,800</u>	<u>(13,786)</u>	<u>(6,322)</u>	

[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
 AUGUST 2014
 COMPARE TO:

91.67%

	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	-	

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

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

91.67%

	Current Year <u>Amended Budget</u>	Current YTD <u>Actual</u>	Current Month <u>Actual</u>	Percent YTD <u>%</u>
CAPITAL PROJECTS-GENERAL GOVERNMENTAL				
[1] Contributions		(105,000)		-
Interest-2004 Bond	(1,000)	(1,851)	(172)	185.09
Interest-2006 Bond	(1,000)	(245)		24.53
Interest 2008 Bond	(1,000)	(13,940)	(1,152)	1,394.02
Interest-2011 Refd Bond	(70)			-
Interest 2012 GO Bond	(5,000)	(9,929)	(916)	198.58
[2] Bond Proceeds	<u>(1,965,000)</u>	<u>(1,000,000)</u>		50.89
Total Revenues	<u>(1,973,070)</u>	<u>(1,130,966)</u>	<u>(2,241)</u>	57.32
Personnel Services	117,242	98,945	9,260	84.39
Building Supplies		42		-
Professional Services	-	139,151	13,518	-
Telephone Expense	-	853		-
Mileage Expense		2,672		-
Capital Expenditures	<u>4,662,758</u>	<u>3,225,467</u>	<u>132,765</u>	69.18
Total Expenditures	<u>4,780,000</u>	<u>3,467,130</u>	<u>155,543</u>	72.53
(Gain)/Loss	<u>2,806,930</u>	<u>2,336,164</u>	<u>153,303</u>	

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

[2] Bond Proceeds include \$1,000,000 in proceeds related to the 2014 GO Refunding & Improvement Bonds.

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

91.67%

	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)	(33,610)	(3,057)	●	67.22
Transfers In	(3,000,000)	(3,000,000)		●	100.00
[1] Bond Proceeds	(13,570,000)	(12,570,000)		●	92.63
Total Revenue	(16,620,000)	(15,603,610)	(3,057)	●	93.88
[2] Professional Services	15,570,000	15,580,522	1,600	●	100.07
Construction	1,000,000	3,384,715	74,761	●	338.47
Total Expenses	16,570,000	18,965,237	76,361	●	114.46
(Gain)/Loss	(50,000)	3,361,628	73,304		

[1] Bond Proceeds include \$12,570,000 in proceeds from 2014 Rev and Tax CO Issuance related to the Doe Branch regional wastewater plant.

[2] Professional Services include payment of \$15,578,922 to UTMWD for Prosper contractual obligation in connection with acquisition of sewage treatment capacity in the Doe Branch regional wastewater plant.

		Current	Current	Current	Current	Current		Current
		Year	Year	Year	YTD	Month		Remaining
<u>Account Number</u>	<u>Description</u>	<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Percent YTD</u>	<u>Budget</u>
10-4035-10-00	3% Construction Fee	(75,000.00)		(75,000.00)	(272,540.03)	(24,335.05)	363.39	197,540.03
10-4060-10-00	NSF Fees	(50.00)		(50.00)			-	(50.00)
10-4061-10-00	Notary Fees	(150.00)		(150.00)	(258.00)	(27.00)	172.00	108.00
10-4105-10-00	Property Taxes -Delinquent	(45,000.00)		(45,000.00)	(113,137.88)	(21.98)	251.42	68,137.88
10-4110-10-00	Property Taxes -Current	(5,176,475.00)		(5,176,475.00)	(5,129,436.32)	(3,324.84)	99.09	(47,038.68)
10-4115-10-00	Taxes -Penalties	(20,000.00)		(20,000.00)	(41,751.26)	(226.28)	208.76	21,751.26
10-4120-10-00	Sales Taxes	(2,732,400.00)		(2,732,400.00)	(2,492,678.40)	(278,528.69)	91.23	(239,721.60)
10-4130-10-00	Sales Tax-Mixed Beverage	(4,500.00)		(4,500.00)	(7,992.11)		177.60	3,492.11
10-4140-10-00	Franchise Taxes - Electric	(270,000.00)		(270,000.00)	(301,873.97)		111.81	31,873.97
10-4150-10-00	Franchise Taxes - Telephone	(100,000.00)		(100,000.00)	(139,086.21)	(40,011.21)	139.09	39,086.21
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)		121.75	761.16
10-4190-10-00	Franchise Fee-Cable	(19,500.00)		(19,500.00)	(20,691.62)	(5,448.26)	106.11	1,191.62
10-4200-10-00	T-Mobile Fees	(20,700.00)		(20,700.00)	(20,545.99)	(1,983.75)	99.26	(154.01)
10-4201-10-00	Tierone Converged Network	(30,000.00)		(30,000.00)	(16,500.00)	(1,500.00)	55.00	(13,500.00)
10-4202-10-00	NTTA Tag Sales	(150.00)		(150.00)	(150.00)		100.00	
10-4205-10-00	Internet America	(18,000.00)		(18,000.00)	(16,500.00)	(1,500.00)	91.67	(1,500.00)
10-4218-10-00	Administrative Fees-EDC	(2,400.00)		(2,400.00)	(2,200.00)	(200.00)	91.67	(200.00)
10-4230-10-00	Other Permits				(30.00)		-	30.00
10-4610-10-00	Interest Income	(60,000.00)		(60,000.00)	(40,270.97)	(4,145.68)	67.12	(19,729.03)
10-4910-10-00	Other Revenue	(20,000.00)		(20,000.00)	(30,274.66)	(80.00)	151.37	10,274.66
10-4995-10-00	Transfer In	(801,700.00)		(801,700.00)	(734,891.63)	(66,808.33)	91.67	(66,808.37)
	Subtotal object - 0	(9,479,525.00)		(9,479,525.00)	(9,450,535.41)	(428,141.07)	99.69	(28,989.59)
Program number:		(9,479,525.00)		(9,479,525.00)	(9,450,535.41)	(428,141.07)	99.69	(28,989.59)
Department number: 10	Administration	(9,479,525.00)		(9,479,525.00)	(9,450,535.41)	(428,141.07)	99.69	(28,989.59)
10-4230-20-00	Other Permits				(550.00)	(25.00)	-	550.00
10-4440-20-00	Accident Reports	(1,500.00)		(1,500.00)	(623.00)	(89.00)	41.53	(877.00)
10-4450-20-00	Alarm Fee	(39,000.00)		(39,000.00)	(31,348.00)	(3,576.00)	80.38	(7,652.00)
10-4910-20-00	Other Revenue				(1,791.28)	(397.00)	-	1,791.28
	Subtotal object - 0	(40,500.00)		(40,500.00)	(34,312.28)	(4,087.00)	84.72	(6,187.72)
Program number:		(40,500.00)		(40,500.00)	(34,312.28)	(4,087.00)	84.72	(6,187.72)
Department number: 20	Police	(40,500.00)		(40,500.00)	(34,312.28)	(4,087.00)	84.72	(6,187.72)
10-4030-30-00	Miscellaneous				(1,079.00)		-	1,079.00
10-4310-30-00	Charges for Services	(177,000.00)		(177,000.00)	(134,308.94)		75.88	(42,691.06)
10-4411-30-00	CC FIRE ASSOC				(804.22)		-	804.22
10-4510-30-00	Grants				(9,561.37)	(650.00)	-	9,561.37
10-4910-30-00	Other Revenue				(404.77)		-	404.77
	Subtotal object - 0	(177,000.00)		(177,000.00)	(146,158.30)	(650.00)	82.58	(30,841.70)
Program number:		(177,000.00)		(177,000.00)	(146,158.30)	(650.00)	82.58	(30,841.70)
Department number: 30	Fire/EMS	(177,000.00)		(177,000.00)	(146,158.30)	(650.00)	82.58	(30,841.70)
10-4315-35-00	Fire Review/Inspect Fees	(11,000.00)		(11,000.00)	(12,715.00)	(3,540.00)	115.59	1,715.00
	Subtotal object - 0	(11,000.00)		(11,000.00)	(12,715.00)	(3,540.00)	115.59	1,715.00
Program number:		(11,000.00)		(11,000.00)	(12,715.00)	(3,540.00)	115.59	1,715.00
Department number: 35	Fire Marshall	(11,000.00)		(11,000.00)	(12,715.00)	(3,540.00)	115.59	1,715.00
10-4910-40-00	Other Revenue				(20,340.00)	(1,080.00)	-	20,340.00
	Subtotal object - 0				(20,340.00)	(1,080.00)	-	20,340.00
Program number:					(20,340.00)	(1,080.00)	-	20,340.00

		Current	Current	Current	Current	Current		Current
		Year	Year	Year	YTD	Month		Remaining
<u>Account Number</u>	<u>Description</u>	<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Percent YTD</u>	<u>Budget</u>
Department number: 40	Streets				(20,340.00)	(1,080.00)	-	20,340.00
10-4062-45-00	Over Due Fees				(128.10)		-	128.10
10-4063-45-00	Lost Fees				(279.98)	(145.35)	-	279.98
10-4064-45-00	Printing/Coping Fees				(42.80)		-	42.80
10-4065-45-00	Book Fines				(277.66)	(266.66)	-	277.66
10-4510-45-00	Grants	(18,087.00)		(18,087.00)	(18,770.70)		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)	(19,764.86)	(412.01)	108.53	1,552.86
Program number:		(18,212.00)		(18,212.00)	(19,764.86)	(412.01)	108.53	1,552.86
Department number: 45	Public Library	(18,212.00)		(18,212.00)	(19,764.86)	(412.01)	108.53	1,552.86
10-4056-60-00	Field Rental Fees	(17,000.00)		(17,000.00)	(16,328.14)	(60.00)	96.05	(671.86)
10-4057-60-00	Pavilion User Fees	(1,400.00)		(1,400.00)	(3,730.00)	(365.00)	266.43	2,330.00
10-4058-60-00	Park Program Fees				(13,474.88)	(4,187.50)	-	13,474.88
10-4910-60-00	Other Revenue	(15,250.00)		(15,250.00)	(22,178.45)		145.43	6,928.45
	Subtotal object - 0	(33,650.00)		(33,650.00)	(55,711.47)	(4,612.50)	165.56	22,061.47
Program number:		(33,650.00)		(33,650.00)	(55,711.47)	(4,612.50)	165.56	22,061.47
Department number: 60	Parks and Recreation	(33,650.00)		(33,650.00)	(55,711.47)	(4,612.50)	165.56	22,061.47
10-4410-70-00	Fines	(215,000.00)		(215,000.00)	(253,181.66)	(25,452.29)	117.76	38,181.66
10-4610-70-00	Interest Income	(130.00)		(130.00)	(749.17)	(122.94)	576.29	619.17
	Subtotal object - 0	(215,130.00)		(215,130.00)	(253,930.83)	(25,575.23)	118.04	38,800.83
Program number:		(215,130.00)		(215,130.00)	(253,930.83)	(25,575.23)	118.04	38,800.83
Department number: 70	Municipal Court	(215,130.00)		(215,130.00)	(253,930.83)	(25,575.23)	118.04	38,800.83
10-4012-80-00	Saturday Inspection Fee				(100.00)		-	100.00
10-4017-80-00	Registration Fee	(32,000.00)		(32,000.00)	(43,850.00)	(2,900.00)	137.03	11,850.00
10-4210-80-00	Building Permits	(1,554,300.00)		(1,554,300.00)	(1,702,499.73)	(181,535.69)	109.54	148,199.73
10-4230-80-00	Other Permits	(100,000.00)		(100,000.00)	(131,837.65)	(7,825.00)	131.84	31,837.65
10-4240-80-00	Plumb/Elect/Mech Permits	(15,000.00)		(15,000.00)	(21,970.00)	(3,130.00)	146.47	6,970.00
10-4242-80-00	Re-inspection Fees	(15,000.00)		(15,000.00)	(20,655.00)	(2,050.00)	137.70	5,655.00
10-4910-80-00	Other Revenue	(3,000.00)		(3,000.00)	(4,086.33)	(460.00)	136.21	1,086.33
	Subtotal object - 0	(1,719,300.00)		(1,719,300.00)	(1,924,998.71)	(197,900.69)	111.96	205,698.71
Program number:		(1,719,300.00)		(1,719,300.00)	(1,924,998.71)	(197,900.69)	111.96	205,698.71
Department number: 80	Inspections	(1,719,300.00)		(1,719,300.00)	(1,924,998.71)	(197,900.69)	111.96	205,698.71
10-4245-85-00	Health Inspections	(7,000.00)		(7,000.00)	(11,000.00)	(1,250.00)	157.14	4,000.00
10-4910-85-00	Other Revenue				(7,570.00)	(1,300.00)	-	7,570.00
	Subtotal object - 0	(7,000.00)		(7,000.00)	(18,570.00)	(2,550.00)	265.29	11,570.00
Program number:		(7,000.00)		(7,000.00)	(18,570.00)	(2,550.00)	265.29	11,570.00
Department number: 85	Code Enforcement	(7,000.00)		(7,000.00)	(18,570.00)	(2,550.00)	265.29	11,570.00
10-4220-90-00	Zoning Permits	(10,000.00)		(10,000.00)	(51,888.94)	(3,762.45)	518.89	41,888.94
10-4225-90-00	Plat Fees	(50,000.00)		(50,000.00)	(45,056.01)	(6,674.15)	90.11	(4,943.99)
10-4910-90-00	Other Revenue				(2,739.55)	(100.00)	-	2,739.55
	Subtotal object - 0	(60,000.00)		(60,000.00)	(99,684.50)	(10,536.60)	166.14	39,684.50
Program number:		(60,000.00)		(60,000.00)	(99,684.50)	(10,536.60)	166.14	39,684.50
Department number: 90	Planning	(60,000.00)		(60,000.00)	(99,684.50)	(10,536.60)	166.14	39,684.50
10-4910-98-00	Other Revenue				(75.00)	(50.00)	-	75.00
	Subtotal object - 0				(75.00)	(50.00)	-	75.00
Program number:					(75.00)	(50.00)	-	75.00
Department number: 98	Engineering				(75.00)	(50.00)	-	75.00

		Current	Current	Current	Current	Current		Current
		Year	Year	Year	YTD	Month		Remaining
<u>Account Number</u>	<u>Description</u>	<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Percent YTD</u>	<u>Budget</u>
	Revenue Subtotal - - - - -	(11,761,317.00)		(11,761,317.00)	(12,036,796.36)	(679,135.10)	102.34	275,479.36
10-5110-10-00	Salaries & Wages	766,763.00	(40,837.00)	725,926.00	666,107.05	57,891.12	91.76	59,818.95
10-5115-10-00	Salaries - Overtime	6,031.00	(4,330.00)	1,701.00	1,383.73	234.13	81.35	317.27
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	5,284.64	461.54	95.81	231.36
10-5143-10-00	Cell Phone Allowance		2,070.00	2,070.00	1,890.00	180.00	91.30	180.00
10-5145-10-00	Social Security Expense	49,505.00	(8,036.00)	41,469.00	36,939.30	3,067.90	89.08	4,529.70
10-5150-10-00	Medicare Expense	11,578.00	(1,256.00)	10,322.00	9,346.26	801.11	90.55	975.74
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	43,356.79	5,447.46	92.15	3,692.21
10-5165-10-00	Dental Insurance	3,275.00	(1,086.00)	2,189.00	1,994.96	191.70	91.14	194.04
10-5170-10-00	Life Insurance/AD&D	777.00	182.00	959.00	923.15	130.60	96.26	35.85
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	73,008.10	6,320.97	92.22	6,163.90
10-5185-10-00	Long Term/Short Term Disabilit	1,072.00	518.00	1,590.00	1,352.77	283.34	85.08	237.23
10-5186-10-00	WELLE-Wellness Prog Reimb Empl	3,780.00	(2,417.00)	1,363.00	1,170.75	87.50	85.90	192.25
10-5190-10-00	Contract Labor	35,000.00	(23,275.00)	11,725.00	10,945.00	1,450.00	93.35	780.00
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	8,620.75	34.86	81.23	1,992.25
10-5212-10-00	Building Supplies	1,500.00	4,199.00	5,699.00	5,262.34		92.34	436.66
10-5220-10-00	Office Equipment		19,293.00	19,293.00	8,188.15	11,511.50	42.44	11,104.85
10-5230-10-00	Dues,Fees,& Subscriptions	10,000.00	2,100.00	12,100.00	14,808.61	3,231.99	122.39	(2,708.61)
10-5240-10-00	Postage and Delivery	3,000.00	(2,000.00)	1,000.00	279.68		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		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	22,745.94	2,882.03	89.68	2,618.06
10-5310-10-00	Rental Expense	58,782.00	(19,951.00)	38,831.00	37,405.87	1,750.05	96.33	1,425.13
10-5330-10-00	Copier Expense	27,000.00	3,570.00	30,570.00	28,703.50	1,710.00	93.89	1,866.50
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	102,320.77	6,000.00	98.10	1,982.23
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	58,417.38	12,464.34	97.54	1,470.62
10-5418-10-00	IT Fees	135,000.00	19,055.00	154,055.00	134,378.93	11,215.30	87.23	19,676.07
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	99,893.74	10,527.72	98.53	1,486.26
10-5435-10-00	Legal Notices/Filings	8,500.00	(1,464.00)	7,036.00	4,541.04	552.30	64.54	2,494.96
10-5460-10-00	Election Expense	15,000.00	(8,000.00)	7,000.00	6,612.75		94.47	387.25
10-5480-10-00	Contracted Services	18,000.00	30,875.00	48,875.00	47,940.75	8,466.53	98.09	934.25

		Current	Current	Current	Current	Current		Current
		Year	Year	Year	YTD	Month		Remaining
<u>Account Number</u>	<u>Description</u>	<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Percent YTD</u>	<u>Budget</u>
10-5520-10-00	Telephones	18,000.00	30,061.00	48,061.00	48,845.62	1,260.66	101.63	(784.62)
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	555.92	41.02	98.39	9.08
10-5525-10-00	Electricity	10,000.00	(843.00)	9,157.00	7,112.53		77.67	2,044.47
10-5526-10-00	Data Network	15,000.00	6,962.00	21,962.00	18,753.27	1,696.51	85.39	3,208.73
10-5530-10-00	Travel/Lodging/Meals Expense	8,000.00	577.00	8,577.00	8,599.96		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	9,518.49	96.00	90.04	1,052.51
10-5538-10-00	Council/Public Official Expns	20,000.00	(5,097.00)	14,903.00	11,804.07	274.74	79.21	3,098.93
10-5600-10-00	Special Events	38,000.00	(21,775.00)	16,225.00	15,835.49		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	1,710,907.06	150,262.92	92.76	133,560.94
Program number:		1,844,468.00		1,844,468.00	1,710,907.06	150,262.92	92.76	133,560.94
Department number: 10	Administration	1,844,468.00		1,844,468.00	1,710,907.06	150,262.92	92.76	133,560.94
10-5110-20-00	Salaries & Wages	966,557.00		966,557.00	844,614.33	69,530.30	87.38	121,942.67
10-5115-20-00	Salaries - Overtime	35,000.00	6,000.00	41,000.00	40,349.83	3,825.43	98.41	650.17
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	10,920.43	1,029.22	92.55	879.57
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				630.00	90.00	-	(630.00)
10-5145-20-00	Social Security Expense	63,026.00		63,026.00	54,542.22	4,512.96	86.54	8,483.78
10-5150-20-00	Medicare Expense	14,740.00		14,740.00	12,755.83	1,055.45	86.54	1,984.17
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	58,918.64	9,115.12	67.75	28,052.36
10-5165-20-00	Dental Insurance	5,798.00		5,798.00	3,477.72	332.28	59.98	2,320.28
10-5170-20-00	Life Insurance/AD&D	798.00		798.00	3,730.29	364.14	467.46	(2,932.29)
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	93,140.00	8,137.14	87.26	13,597.00
10-5185-20-00	Long Term/Short Term Disabilit	933.00	2,000.00	2,933.00	1,618.20	335.18	55.17	1,314.80
10-5186-20-00	WELLE-Wellness Prog Reimb Empl	6,720.00		6,720.00	1,566.25	140.00	23.31	5,153.75
10-5190-20-00	Contract Labor	6,000.00		6,000.00	5,725.00	700.00	95.42	275.00
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		62.85	3,455.42
10-5212-20-00	Building Supplies	2,500.00		2,500.00	1,237.98		49.52	1,262.02
10-5214-20-00	Tactical Supplies	37,190.00	(3,000.00)	34,190.00	8,581.87	2,289.76	25.10	25,608.13
10-5215-20-00	Ammunition	6,000.00		6,000.00	5,342.80		89.05	657.20
10-5220-20-00	Office Equipment	1,400.00	4,700.00	6,100.00	1,708.08		28.00	4,391.92
10-5230-20-00	Dues,Fees,& Subscriptions	7,000.00		7,000.00	6,906.80	83.99	98.67	93.20
10-5240-20-00	Postage and Delivery	750.00		750.00	99.73	6.95	13.30	650.27
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

		Current	Current	Current	Current	Current		Current
		Year	Year	Year	YTD	Month		Remaining
<u>Account Number</u>	<u>Description</u>	<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Percent YTD</u>	<u>Budget</u>
10-5290-20-00	Miscellaneous Expense				85.00		-	(85.00)
10-5310-20-00	Rental Expense	3,000.00	1,200.00	4,200.00	3,488.90	324.90	83.07	711.10
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	865.00	385.00	86.50	135.00
10-5350-20-00	Vehicle Expense	60,000.00	(8,200.00)	51,800.00	28,209.10	4,041.59	54.46	23,590.90
10-5352-20-00	Fuel	80,000.00	(13,500.00)	66,500.00	45,182.24	5,858.23	67.94	21,317.76
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	17,462.55	1,305.85	85.18	3,037.45
10-5410-20-00	Professional Services	760.00	500.00	1,260.00	1,475.00		117.06	(215.00)
10-5415-20-00	Tuition Reimbursement	12,000.00		12,000.00	8,250.00	1,600.00	68.75	3,750.00
10-5418-20-00	IT Fees	3,950.00		3,950.00	457.50		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	5,125.47	779.00	51.26	4,874.53
10-5480-20-00	Contracted Services	20,000.00	2,460.00	22,460.00	18,579.71	11,522.55	82.72	3,880.29
10-5520-20-00	Telephones	8,000.00	5,000.00	13,000.00	9,586.21		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		80.47	1,952.65
10-5526-20-00	Data Network	13,760.00		13,760.00	5,338.82	422.73	38.80	8,421.18
10-5530-20-00	Travel/Lodging/Meals Expense	5,000.00	3,000.00	8,000.00	5,885.83	617.55	73.57	2,114.17
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	(2,000.00)	24,500.00	9,085.02		37.08	15,414.98
10-5600-20-00	Special Events	10,500.00		10,500.00	5,431.04		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	1,516,517.27	128,405.32	82.68	317,740.73
Program number:		1,834,258.00		1,834,258.00	1,516,517.27	128,405.32	82.68	317,740.73
Department number: 20	Police	1,834,258.00		1,834,258.00	1,516,517.27	128,405.32	82.68	317,740.73
10-5110-25-00	Salaries & Wages	312,860.00		312,860.00	266,659.08	23,357.20	85.23	46,200.92
10-5115-25-00	Salaries - Overtime	15,000.00		15,000.00	11,358.87	295.93	75.73	3,641.13
10-5127-25-00	Salaries-Certification Pay	7,000.00		7,000.00	6,670.63	678.44	95.30	329.37
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	16,683.19	1,427.73	80.00	4,171.81
10-5150-25-00	Medicare Expense	4,877.00		4,877.00	3,901.72	333.90	80.00	975.28
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	25,358.59	3,110.82	67.09	12,441.41
10-5165-25-00	Dental Insurance	2,520.00		2,520.00	1,452.30	178.92	57.63	1,067.70
10-5170-25-00	Life Insurance	416.00		416.00	522.05	55.16	125.49	(106.05)
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	27,653.35	2,591.61	80.19	6,829.65
10-5185-25-00	Long Term/Short Term Disabilit	350.00	1,000.00	1,350.00	489.03	118.42	36.22	860.97
10-5186-25-00	WELLE-Wellness Prog Reimb Empl	3,360.00		3,360.00	1,097.25	105.00	32.66	2,262.75
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

		Current	Current	Current	Current	Current		Current
		Year	Year	Year	YTD	Month		Remaining
<u>Account Number</u>	<u>Description</u>	<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Percent YTD</u>	<u>Budget</u>
10-5212-25-00	Building Supplies	1,500.00		1,500.00	904.73	237.66	60.32	595.27
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	1,217.80	363.98	60.89	782.20
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	683.20	49.25	39.95	1,026.80
10-5415-25-00	Tuition Reimbursement	6,000.00	(3,100.00)	2,900.00			-	2,900.00
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		85.49	22,498.10
10-5520-25-00	Telephones	2,500.00	700.00	3,200.00	2,138.27	30.77	66.82	1,061.73
10-5521-25-00	Cell Phone Expense	700.00	(700.00)				-	
10-5524-25-00	Gas-Building	400.00	600.00	1,000.00	895.46	123.86	89.55	104.54
10-5526-25-00	Data Network	4,600.00		4,600.00	4,263.86	762.36	92.69	336.14
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	2,252.00	75.00	45.04	2,748.00
10-5600-25-00	Special Events	1,000.00		1,000.00	423.08		42.31	576.92
	Subtotal object - 0	644,690.00		644,690.00	515,798.12	33,896.01	80.01	128,891.88
Program number:		644,690.00		644,690.00	515,798.12	33,896.01	80.01	128,891.88
Department number: 25	Dispatch Department	644,690.00		644,690.00	515,798.12	33,896.01	80.01	128,891.88
10-5110-30-00	Salaries & Wages	1,438,167.00		1,438,167.00	1,163,246.06	107,004.77	80.88	274,920.94
10-5115-30-00	Salaries - Overtime	230,000.00		230,000.00	203,210.84	16,997.18	88.35	26,789.16
10-5127-30-00	Salaries-Certification Pay	16,000.00		16,000.00	12,895.45	1,126.24	80.60	3,104.55
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				4,510.00	390.00	-	(4,510.00)
10-5145-30-00	Social Security Expense	105,200.00		105,200.00	82,273.58	7,289.98	78.21	22,926.42
10-5150-30-00	Medicare Expense	24,603.00		24,603.00	19,241.40	1,704.92	78.21	5,361.60
10-5155-30-00	SUTA Expense	1,697.00		1,697.00	339.70	195.42	20.02	1,357.30
10-5160-30-00	Health Insurance	146,880.00		146,880.00	95,372.20	16,172.64	64.93	51,507.80
10-5165-30-00	Dental Insurance	9,792.00		9,792.00	5,048.10	485.64	51.55	4,743.90
10-5170-30-00	Life Insurance/AD&D	12,489.00		12,489.00	5,488.34	525.20	43.95	7,000.66
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	142,812.72	12,511.69	90.18	15,552.28
10-5185-30-00	Long Term/Short Term Disabilit	2,502.00		2,502.00	2,450.05	490.76	97.92	51.95
10-5186-30-00	WELLE-Wellness Prog Reimb Empl	8,400.00		8,400.00	6,289.50	595.00	74.88	2,110.50
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	1,794.56	63.39	37.02	3,053.44
10-5212-30-00	Building Supplies	4,000.00		4,000.00	3,454.34	709.17	86.36	545.66
10-5220-30-00	Office Equipment		1,500.00	1,500.00	1,150.60		76.71	349.40

		Current	Current	Current	Current	Current		Current
		Year	Year	Year	YTD	Month		Remaining
<u>Account Number</u>	<u>Description</u>	<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Percent YTD</u>	<u>Budget</u>
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		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	6,695.39	1,629.45	103.01	(195.39)
10-5335-30-00	Radio/Video Repairs	20,000.00	(1,500.00)	18,500.00	12,270.31	2,278.00	66.33	6,229.69
10-5340-30-00	Building Repairs	20,000.00		20,000.00	6,975.20	30.00	34.88	13,024.80
10-5350-30-00	Vehicle Expense	35,000.00		35,000.00	28,721.35	5,470.74	82.06	6,278.65
10-5352-30-00	Fuel	35,000.00		35,000.00	16,560.18	1,767.75	47.32	18,439.82
10-5400-30-00	Uniform Expense	21,000.00		21,000.00	13,174.50	226.80	62.74	7,825.50
10-5410-30-00	Professional Services	10,500.00		10,500.00	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	57,442.02	4,523.74	77.62	16,557.98
10-5480-30-00	Contracted Services	10,000.00		10,000.00	5,165.00	60.00	51.65	4,835.00
10-5520-30-00	Telephones	12,500.00	8,000.00	20,500.00	23,285.79	810.36	113.59	(2,785.79)
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	4,367.90	306.53	62.40	2,632.10
10-5525-30-00	Electricity	22,000.00		22,000.00	16,462.73	3,591.93	74.83	5,537.27
10-5526-30-00	Data Network	12,442.00		12,442.00	18,986.25	1,673.68	152.60	(6,544.25)
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	253.79	253.79	16.92	1,246.21
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	9,716.00	230.40	53.98	8,284.00
10-5620-30-00	Tools & Equipment				40.47		-	(40.47)
10-5630-30-00	Safety Equipment	25,000.00		25,000.00	10,841.63	7,929.35	43.37	14,158.37
10-6160-30-00	Capital Expenditure - Vehicles				138,000.00	43,250.00	-	(138,000.00)
	Subtotal object - 0	2,566,238.00		2,566,238.00	2,191,422.77	240,294.52	85.39	374,815.23
Program number:		2,566,238.00		2,566,238.00	2,191,422.77	240,294.52	85.39	374,815.23
Department number: 30	Fire/EMS	2,566,238.00		2,566,238.00	2,191,422.77	240,294.52	85.39	374,815.23
10-5110-35-00	Salaries & Wages	82,318.00		82,318.00	72,566.40	6,393.60	88.15	9,751.60
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				1,070.00	90.00	-	(1,070.00)
10-5145-35-00	Social Security Expense	5,150.00		5,150.00	4,083.45	381.79	79.29	1,066.55
10-5150-35-00	Medicare Expense	1,205.00		1,205.00	954.99	89.29	79.25	250.01
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		104.18	(225.58)
10-5165-35-00	Dental Insurance	360.00		360.00	253.68	25.56	70.47	106.32
10-5170-35-00	Life Insurance/AD&D	114.00		114.00	274.42	26.26	240.72	(160.42)
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	7,972.23	700.09	91.40	749.77
10-5185-35-00	Long Term/Short Term Disabilit	153.00		153.00	161.40	32.28	105.49	(8.40)
10-5186-35-00	WELLE-Wellness Prog Reimb Empl	420.00		420.00	455.00	35.00	108.33	(35.00)
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)

		Current	Current	Current	Current	Current		Current
		Year	Year	Year	YTD	Month		Remaining
<u>Account Number</u>	<u>Description</u>	<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Percent YTD</u>	<u>Budget</u>
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		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	1,119.75	64.34	55.99	880.25
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	2,546.00	38.00	127.30	(546.00)
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				303.92	37.99	-	(303.92)
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		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	104,433.49	7,914.20	84.50	19,161.51
Program number:		123,595.00		123,595.00	104,433.49	7,914.20	84.50	19,161.51
Department number: 35	Fire Marshall	123,595.00		123,595.00	104,433.49	7,914.20	84.50	19,161.51
10-5110-40-00	Salaries & Wages	93,646.00		93,646.00	82,566.90	7,275.20	88.17	11,079.10
10-5115-40-00	Salaries - Overtime	4,000.00	1,500.00	5,500.00	5,561.40	337.57	101.12	(61.40)
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	5,437.72	457.03	88.69	693.28
10-5150-40-00	Medicare Expense	1,434.00		1,434.00	1,271.73	106.89	88.68	162.27
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	7,398.38	1,187.80	68.50	3,401.62
10-5165-40-00	Dental Insurance	720.00		720.00	507.37	51.12	70.47	212.63
10-5170-40-00	Life Insurance/AD&D	196.00		196.00	164.69	15.76	84.03	31.31
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	9,589.19	821.37	92.36	793.81
10-5185-40-00	Long Term/Short Term Disabilit	174.00		174.00	179.01	36.72	102.88	(5.01)
10-5186-40-00	WELLE-Wellness Prog Reimb Empl	840.00		840.00	696.50	35.00	82.92	143.50
10-5191-40-00	Hiring Cost	50.00		50.00			-	50.00
10-5210-40-00	Office Supplies	600.00		600.00	329.31	194.95	54.89	270.69
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		77.00	2,300.00
10-5320-40-00	Repairs & Maintenance	4,000.00		4,000.00	745.00		18.63	3,255.00
10-5321-40-00	Signal Light Repairs	7,400.00		7,400.00	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	8,214.94	1,326.99	101.42	(114.94)
10-5352-40-00	Fuel	9,300.00	(1,000.00)	8,300.00	2,405.61	235.40	28.98	5,894.39

		Current	Current	Current	Current	Current		Current
		Year	Year	Year	YTD	Month		Remaining
<u>Account Number</u>	<u>Description</u>	<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Percent YTD</u>	<u>Budget</u>
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	1,293.67	18.00	36.96	2,206.33
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	141,585.11	1,589.66	15.62	765,134.89
10-5520-40-00	Telephones	300.00	1,000.00	1,300.00	871.03		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	107,810.86	8,923.35	107.81	(7,810.86)
10-5526-40-00	Data Network		100.00	100.00	100.26	7.14	100.26	(0.26)
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		99.18	39.56
10-5630-40-00	Safety Equipment	2,000.00		2,000.00	1,275.90		63.80	724.10
10-5640-40-00	Signs & Hardware	31,000.00		31,000.00	9,387.85		30.28	21,612.15
10-5650-40-00	Maintenance Materials	60,000.00		60,000.00	20,856.34	1,567.09	34.76	39,143.66
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	427,459.50	24,187.04	31.26	939,845.50
Program number:		1,367,305.00		1,367,305.00	427,459.50	24,187.04	31.26	939,845.50
Department number: 40	Streets	1,367,305.00		1,367,305.00	427,459.50	24,187.04	31.26	939,845.50
10-5110-45-00	Salaries & Wages	24,536.00	24,590.00	49,126.00	35,946.97	5,368.67	73.17	13,179.03
10-5145-45-00	Social Security Expense	849.00	1,525.00	2,374.00	2,229.64	333.09	93.92	144.36
10-5150-45-00	Medicare Expense	198.00	357.00	555.00	521.44	77.89	93.95	33.56
10-5155-45-00	SUTA Expense	14.00	25.00	39.00	512.82	43.87	---	(473.82)
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	97.98	25.56	67.57	47.02
10-5170-45-00	Life Insurance		47.00	47.00	31.52	7.88	67.06	15.48
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	1,635.79	371.77	63.35	946.21
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		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		159.11	(1,182.16)
10-5212-45-00	Building Supplies	500.00		500.00	98.26	98.26	19.65	401.74
10-5220-45-00	Office Equipment	1,000.00		1,000.00	1,732.58		173.26	(732.58)
10-5230-45-00	Dues,Fees,& Subscriptions	5,600.00		5,600.00	3,497.99		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	9,766.25	1,325.22	81.39	2,233.75
10-5400-45-00	Uniform Expense				72.00	72.00	-	(72.00)
10-5418-45-00	IT Fees	375.00		375.00			-	375.00
10-5430-45-00	Legal Fees				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		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	1,476.02	240.12	210.86	(776.02)
10-5533-45-00	Mileage Expense	600.00		600.00	96.74	38.08	16.12	503.26

		Current	Current	Current	Current	Current		Current
		Year	Year	Year	YTD	Month		Remaining
<u>Account Number</u>	<u>Description</u>	<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Percent YTD</u>	<u>Budget</u>
10-5536-45-00	Training/Seminars	500.00		500.00	250.00		50.00	250.00
10-5600-45-00	Special Events	600.00		600.00	117.46		19.58	482.54
10-5640-45-00	Signs & Hardware				975.00	975.00	-	(975.00)
	Subtotal object - 0	98,041.00	17,295.00	115,336.00	84,120.26	8,977.41	72.94	31,215.74
Program number:		98,041.00	17,295.00	115,336.00	84,120.26	8,977.41	72.94	31,215.74
Department number: 45	Public Library	98,041.00	17,295.00	115,336.00	84,120.26	8,977.41	72.94	31,215.74
10-5110-60-00	Salaries & Wages	590,082.00	(24,222.00)	565,860.00	470,870.46	44,492.14	83.21	94,989.54
10-5115-60-00	Salaries - Overtime	9,000.00	1,600.00	10,600.00	12,737.50	1,107.16	120.17	(2,137.50)
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	28,168.65	2,617.32	94.30	1,702.35
10-5150-60-00	Medicare Expense	6,986.00		6,986.00	6,587.85	612.12	94.30	398.15
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	62,158.85	12,670.38	81.88	13,753.15
10-5165-60-00	Dental Insurance	5,061.00		5,061.00	3,072.17	332.28	60.70	1,988.83
10-5170-60-00	Life Insurance/AD&D	1,057.00		1,057.00	1,067.74	110.32	101.02	(10.74)
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	52,232.93	4,923.70	82.68	10,942.07
10-5185-60-00	Long Term/Short Term Disabilit	876.00		876.00	975.69	209.36	111.38	(99.69)
10-5186-60-00	WELLE-Wellness Prog Reimb Empl	4,620.00		4,620.00	2,560.25	245.00	55.42	2,059.75
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	2,041.44	38.78	88.76	258.56
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	850.00	6,410.00	6,407.65	1,321.68	99.96	2.35
10-5230-60-00	Dues,Fees,& Subscriptions	2,850.00	(850.00)	2,000.00	998.31		49.92	1,001.69
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	22,986.56	2,311.56	94.60	1,313.44
10-5320-60-00	Repairs & Maintenance	424,500.00	(23,024.00)	401,476.00	201,485.54	31,332.07	50.19	199,990.46
10-5350-60-00	Vehicle Expense	4,500.00	900.00	5,400.00	5,362.48	1,049.91	99.31	37.52
10-5352-60-00	Fuel	17,000.00		17,000.00	12,516.30	2,027.63	73.63	4,483.70
10-5353-60-00	Oil/Grease/Inspections	2,000.00		2,000.00	858.42	29.44	42.92	1,141.58
10-5400-60-00	Uniform Expense	5,700.00	1,600.00	7,300.00	6,641.64	87.99	90.98	658.36
10-5410-60-00	Professional Services	125,000.00		125,000.00	26,081.07		20.87	98,918.93
10-5418-60-00	IT Fees	3,100.00		3,100.00	2,465.91	578.80	79.55	634.09
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	5,643.00	228.00	112.86	(643.00)
10-5435-60-00	Legal Notices/Filings				53.40		-	(53.40)
10-5480-60-00	Contracted Services	154,800.00		154,800.00	99,803.45	19,037.00	64.47	54,996.55
10-5520-60-00	Telephones		8,300.00	8,300.00	6,888.43		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	81,508.01	1,770.21	85.89	13,391.99
10-5526-60-00	Data Network	1,700.00		1,700.00	844.80	84.48	49.69	855.20
10-5530-60-00	Travel/Lodging/Meals Expense	3,800.00		3,800.00	477.91	6.49	12.58	3,322.09
10-5533-60-00	Mileage Expense	2,000.00		2,000.00	1,344.11	86.91	67.21	655.89
10-5536-60-00	Training/Seminars	6,750.00	(900.00)	5,850.00	851.05		14.55	4,998.95

		Current	Current	Current	Current	Current		Current
		Year	Year	Year	YTD	Month		Remaining
<u>Account Number</u>	<u>Description</u>	<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Percent YTD</u>	<u>Budget</u>
10-5600-60-00	Special Events	49,700.00		49,700.00	30,626.99	1,068.25	61.62	19,073.01
10-5620-60-00	Tools & Equipment		10,700.00	10,700.00	6,093.54	706.80	56.95	4,606.46
10-5630-60-00	Safety Equipment	1,600.00	200.00	1,800.00	1,550.81		86.16	249.19
10-5640-60-00	Signs & Hardware	2,800.00		2,800.00	685.50	120.00	24.48	2,114.50
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	1,226,722.55	129,205.78	68.97	551,827.45
Program number:		1,778,550.00		1,778,550.00	1,226,722.55	129,205.78	68.97	551,827.45
Department number: 60	Parks and Recreation	1,778,550.00		1,778,550.00	1,226,722.55	129,205.78	68.97	551,827.45
10-5110-70-00	Salaries & Wages		93,902.00	93,902.00	76,173.20	7,198.18	81.12	17,728.80
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	4,474.29	418.21	76.65	1,362.71
10-5150-70-00	Medicare Expense	1,120.00	250.00	1,370.00	1,046.41	97.81	76.38	323.59
10-5155-70-00	SUTA Expense	77.00		77.00	421.57	27.94	547.49	(344.57)
10-5160-70-00	Health Insurance	5,400.00		5,400.00	5,502.50	1,054.76	101.90	(102.50)
10-5165-70-00	Dental Insurance	360.00		360.00	255.55	25.56	70.99	104.45
10-5170-70-00	Life Insurance/AD&D	114.00		114.00	82.86	7.88	72.68	31.14
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	8,102.95	773.08	99.95	4.05
10-5185-70-00	Long Term/Short Term Disabilit	143.00		143.00	151.00	30.20	105.59	(8.00)
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	3,850.00	500.00	80.21	950.00
10-5191-70-00	Hiring Cost				43.33		-	(43.33)
10-5210-70-00	Office Supplies	1,500.00		1,500.00	2,282.31	84.55	152.15	(782.31)
10-5212-70-00	Building Supplies	1,000.00		1,000.00	1,094.94	100.12	109.49	(94.94)
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	623.89	232.09	62.39	376.11
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		138.45	(384.54)
10-5310-70-00	Rental Expense	24,000.00		24,000.00	22,456.61	1,995.51	93.57	1,543.39
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	8,426.22	750.00	87.77	1,173.78
10-5425-70-00	State Fines Expense	106,800.00	(37,475.00)	69,325.00	37,424.85	139.58	53.99	31,900.15
10-5430-70-00	Legal Fees				35,784.13	7,044.15	-	(35,784.13)
10-5480-70-00	Contracted Services	2,000.00		2,000.00	335.00	30.00	16.75	1,665.00
10-5481-70-00	Cash Over/Short				(5.00)		-	5.00
10-5520-70-00	Telephones	300.00		300.00	1,408.17	226.20	469.39	(1,108.17)
10-5524-70-00	Gas-Building	900.00		900.00	493.80	82.04	54.87	406.20
10-5525-70-00	Electricity	2,000.00		2,000.00	742.10		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	216,905.77	20,817.86	91.24	20,822.23

		Current	Current	Current	Current	Current		Current
		Year	Year	Year	YTD	Month		Remaining
<u>Account Number</u>	<u>Description</u>	<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Percent YTD</u>	<u>Budget</u>
Program number:		257,028.00	(19,300.00)	237,728.00	216,905.77	20,817.86	91.24	20,822.23
Department number: 70	Municipal Court	257,028.00	(19,300.00)	237,728.00	216,905.77	20,817.86	91.24	20,822.23
10-5110-80-00	Salaries & Wages	441,348.00	(2,000.00)	439,348.00	322,582.52	33,389.20	73.42	116,765.48
10-5115-80-00	Salaries - Overtime	8,000.00	6,000.00	14,000.00	9,685.19	781.09	69.18	4,314.81
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	19,482.32	1,887.87	76.60	5,951.68
10-5150-80-00	Medicare Expense	5,948.00		5,948.00	4,556.36	441.54	76.60	1,391.64
10-5155-80-00	SUTA Expense	451.00		451.00	714.75		158.48	(263.75)
10-5160-80-00	Health Insurance	48,600.00		48,600.00	32,553.13	4,170.57	66.98	16,046.87
10-5165-80-00	Dental Insurance	3,240.00		3,240.00	1,573.50	204.48	48.57	1,666.50
10-5170-80-00	Life Insurance/AD&D	914.00		914.00	591.25	63.04	64.69	322.75
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	35,825.30	3,677.41	75.00	11,943.70
10-5185-80-00	Long Term/Short Term Disabilit	830.00		830.00	598.44	116.66	72.10	231.56
10-5186-80-00	WELLE-Wellness Prog Reimb Empl	3,360.00		3,360.00	1,372.00	70.00	40.83	1,988.00
10-5190-80-00	Contract Labor	1,200.00		1,200.00	1,440.00	120.00	120.00	(240.00)
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	5,858.34	561.08	83.69	1,141.66
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	12,570.44	297.00	96.70	429.56
10-5230-80-00	Dues,Fees,& Subscriptions	67,350.00	4,450.00	71,800.00	51,100.00	3,375.00	71.17	20,700.00
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		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	5,508.66	813.79	98.37	91.34
10-5352-80-00	Fuel	12,000.00	(6,553.00)	5,447.00	5,574.69	798.71	102.34	(127.69)
10-5353-80-00	Oil/Grease/Inspections	2,400.00	(950.00)	1,450.00	318.77	44.58	21.98	1,131.23
10-5400-80-00	Uniform Expense	2,700.00		2,700.00	1,125.50	958.00	41.69	1,574.50
10-5415-80-00	Tuition Reimbursement	5,100.00	(5,100.00)				-	
10-5418-80-00	IT Fees	4,000.00		4,000.00	2,269.00	360.00	56.73	1,731.00
10-5419-80-00	IT Licenses				125.00	125.00	-	(125.00)
10-5430-80-00	Legal Fees	4,000.00		4,000.00	2,888.00	570.00	72.20	1,112.00
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	6,988.49	3,188.39	164.44	(2,738.49)
10-5520-80-00	Telephones	1,500.00	2,880.00	4,380.00	2,973.75		67.89	1,406.25
10-5521-80-00	Cell Phone Expense	2,880.00	(2,880.00)				-	
10-5525-80-00	Electricity	6,500.00		6,500.00	4,510.21		69.39	1,989.79
10-5526-80-00	Data Network	3,200.00		3,200.00	2,583.32	227.94	80.73	616.68
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		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		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	592,970.35	56,241.35	74.42	203,811.65

		Current	Current	Current	Current	Current		Current
		Year	Year	Year	YTD	Month		Remaining
<u>Account Number</u>	<u>Description</u>	<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Percent YTD</u>	<u>Budget</u>
Program number:		796,782.00		796,782.00	592,970.35	56,241.35	74.42	203,811.65
Department number: 80	Inspections	796,782.00		796,782.00	592,970.35	56,241.35	74.42	203,811.65
10-5110-85-00	Salaries & Wages	47,312.00		47,312.00	41,474.37	3,640.00	87.66	5,837.63
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	2,652.84	215.11	85.66	444.16
10-5150-85-00	Medicare Expense	724.00		724.00	620.42	50.31	85.69	103.58
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	3,460.25	245.56	64.08	1,939.75
10-5165-85-00	Dental Insurance	360.00		360.00	253.68	25.56	70.47	106.32
10-5170-85-00	Life Insurance/AD&D	106.00		106.00	82.35	7.88	77.69	23.65
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	4,661.17	390.94	88.89	582.83
10-5185-85-00	Long Term/Short Term Disabilit	88.00		88.00	92.80	18.56	105.46	(4.80)
10-5186-85-00	WELLE-Wellness Prog Reimb Empl	420.00		420.00	330.75		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		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		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	1,285.49	151.40	71.42	514.51
10-5353-85-00	Oil/Grease/Inspections	100.00		100.00			-	100.00
10-5400-85-00	Uniform Expense	200.00		200.00	220.78	130.80	110.39	(20.78)
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	72,007.00	1,025.00	90.01	7,993.00
10-5520-85-00	Telephones	300.00	500.00	800.00	413.60		51.70	386.40
10-5521-85-00	Cell Phone Expense	500.00	(500.00)				-	
10-5526-85-00	Data Network				303.92	37.99	-	(303.92)
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		202.46	(939.56)
	Subtotal object - 0	164,151.00		164,151.00	134,262.50	5,939.11	81.79	29,888.50
Program number:		164,151.00		164,151.00	134,262.50	5,939.11	81.79	29,888.50
Department number: 85	Code Enforcement	164,151.00		164,151.00	134,262.50	5,939.11	81.79	29,888.50
10-5110-90-00	Salaries & Wages	213,259.00		213,259.00	186,275.33	21,268.44	87.35	26,983.67
10-5115-90-00	Salaries - Overtime	500.00		500.00	292.79	227.11	58.56	207.21
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	11,156.71	1,297.16	83.38	2,224.29
10-5150-90-00	Medicare Expense	3,129.00		3,129.00	2,609.23	303.37	83.39	519.77

		Current	Current	Current	Current	Current		Current
		Year	Year	Year	YTD	Month		Remaining
<u>Account Number</u>	<u>Description</u>	<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Percent YTD</u>	<u>Budget</u>
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	16,182.57	1,504.58	98.63	225.43
10-5165-90-00	Dental Insurance	1,094.00		1,094.00	674.43	38.34	61.65	419.57
10-5170-90-00	Life Insurance/AD&D	318.00		318.00	219.46	11.82	69.01	98.54
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	20,525.69	2,314.27	90.58	2,135.31
10-5185-90-00	Long Term/Short Term Disabilit	397.00		397.00	387.56	66.36	97.62	9.44
10-5186-90-00	WELLE-Wellness Prog Reimb Empl	1,260.00		1,260.00	974.75	52.50	77.36	285.25
10-5190-90-00	Contract Labor	1,300.00		1,300.00	1,440.00	120.00	110.77	(140.00)
10-5191-90-00	Hiring Cost	50.00		50.00	43.32	40.00	86.64	6.68
10-5210-90-00	Office Supplies	3,500.00		3,500.00	2,741.54	326.56	78.33	758.46
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
10-5280-90-00	Printing and Reproduction				80.51	80.51	-	(80.51)
10-5400-90-00	Uniform Expense	300.00		300.00	100.80	100.80	33.60	199.20
10-5410-90-00	Professional Services	132,000.00	8,000.00	140,000.00	90,307.12	11,950.00	64.51	49,692.88
10-5415-90-00	Tuition Reimbursement	5,000.00	(5,000.00)				-	
10-5418-90-00	IT Fees				260.50		-	(260.50)
10-5430-90-00	Legal Fees	50,000.00	(3,211.00)	46,789.00	12,814.04	2,203.00	27.39	33,974.96
10-5435-90-00	Legal Notices/Filings	1,500.00		1,500.00	322.00		21.47	1,178.00
10-5520-90-00	Telephones	3,300.00	2,400.00	5,700.00	1,950.56		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	2,676.77	135.89	32.45	5,573.23
10-5530-90-00	Travel/Lodging/Meals Expense	2,000.00		2,000.00	621.81	115.32	31.09	1,378.19
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	1,256.15	280.00	31.40	2,743.85
10-5640-90-00	Signs & Hardware				560.00		-	(560.00)
	Subtotal object - 0	495,505.00		495,505.00	360,918.71	42,436.03	72.84	134,586.29
Program number:		495,505.00		495,505.00	360,918.71	42,436.03	72.84	134,586.29
Department number: 90	Planning	495,505.00		495,505.00	360,918.71	42,436.03	72.84	134,586.29
10-5110-98-00	Salaries & Wages	354,304.00	(6,500.00)	347,804.00	275,866.03	25,638.66	79.32	71,937.97
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				810.00	90.00	-	(810.00)
10-5145-98-00	Social Security Expense	22,032.00		22,032.00	15,542.54	1,422.99	70.55	6,489.46
10-5150-98-00	Medicare Expense	5,153.00		5,153.00	3,739.08	332.80	72.56	1,413.92
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	20,887.29	4,070.40	127.30	(4,479.29)
10-5165-98-00	Dental Insurance	1,094.00		1,094.00	726.05	76.68	66.37	367.95
10-5170-98-00	Life Insurance/AD&D	342.00		342.00	314.52	44.12	91.97	27.48
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	30,202.74	2,767.02	80.95	7,109.26
10-5185-98-00	Long Term/Short Term Disabilit	660.00		660.00	603.26	130.70	91.40	56.74
10-5186-98-00	WELLE-Wellness Prog Reimb Empl	1,260.00		1,260.00	365.75	35.00	29.03	894.25
10-5191-98-00	Hiring Cost		80.00	80.00	80.00		100.00	

		Current	Current	Current	Current	Current		Current
		Year	Year	Year	YTD	Month		Remaining
<u>Account Number</u>	<u>Description</u>	<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Percent YTD</u>	<u>Budget</u>
10-5210-98-00	Office Supplies	800.00	1,500.00	2,300.00	2,001.94	120.33	87.04	298.06
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		80.75	173.28
10-5240-98-00	Postage and Delivery	20.00	20.00	40.00	258.29		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	10,893.83	1,178.00	155.63	(3,893.83)
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		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		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	1,099.19	333.45	84.55	200.81
10-5536-98-00	Training/Seminars	7,000.00	(3,846.00)	3,154.00	838.49		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	407,105.06	36,240.15	83.57	80,043.94
Program number:		487,149.00		487,149.00	407,105.06	36,240.15	83.57	80,043.94
Department number: 98	Engineering	487,149.00		487,149.00	407,105.06	36,240.15	83.57	80,043.94
	Expense Subtotal - - - - -	12,457,760.00	(2,005.00)	12,455,755.00	9,489,543.41	884,817.70	76.19	2,966,211.59
Fund number: 10	General	696,443.00	(2,005.00)	694,438.00	(2,547,252.95)	205,682.60	---	3,241,690.95
20-4005-50-00	Water Revenue	(5,200,000.00)		(5,200,000.00)	(3,962,125.39)	(431,111.43)	76.20	(1,237,874.61)
20-4010-50-00	Water Tap & Construction	(300,000.00)		(300,000.00)	(470,596.35)	(55,613.50)	156.87	170,596.35
20-4012-50-00	Saturday Inspection Fee	(2,500.00)		(2,500.00)	(5,250.00)		210.00	2,750.00
20-4018-50-00	Internet Cr. Card Fees(Global)	(14,000.00)		(14,000.00)	(17,351.04)	(1,768.56)	123.94	3,351.04
20-4019-50-00	Cr. Card Pmt Fees(auth.net)	(1,900.00)		(1,900.00)	(3,430.17)	(415.95)	180.54	1,530.17
20-4060-50-00	NSF Fees	(1,200.00)		(1,200.00)	(900.00)	(50.00)	75.00	(300.00)
20-4242-50-00	Re-Inspection Fees	(2,000.00)		(2,000.00)	(1,325.00)	(200.00)	66.25	(675.00)
20-4610-50-00	Interest Income	(70,000.00)		(70,000.00)	(60,840.81)	(1,374.65)	86.92	(9,159.19)
20-4910-50-00	Other Revenue	(80,000.00)		(80,000.00)	(67,402.06)	(4,243.32)	84.25	(12,597.94)
	Subtotal object - 0	(5,671,600.00)		(5,671,600.00)	(4,589,220.82)	(494,777.41)	80.92	(1,082,379.18)
Program number:		(5,671,600.00)		(5,671,600.00)	(4,589,220.82)	(494,777.41)	80.92	(1,082,379.18)
Department number: 50	Water	(5,671,600.00)		(5,671,600.00)	(4,589,220.82)	(494,777.41)	80.92	(1,082,379.18)
20-4006-55-00	Sewer Revenue	(2,247,850.00)		(2,247,850.00)	(2,257,934.52)	(206,256.51)	100.45	10,084.52
20-4010-55-00	Sewer Tap & Construction	(150,000.00)		(150,000.00)	(180,261.45)	(20,800.00)	120.17	30,261.45
20-4910-55-00	Other Revenue				(1,006.43)		-	1,006.43
	Subtotal object - 0	(2,397,850.00)		(2,397,850.00)	(2,439,202.40)	(227,056.51)	101.73	41,352.40
Program number:		(2,397,850.00)		(2,397,850.00)	(2,439,202.40)	(227,056.51)	101.73	41,352.40
Department number: 55	Sewer	(2,397,850.00)		(2,397,850.00)	(2,439,202.40)	(227,056.51)	101.73	41,352.40
20-4000-57-00	W/S Service Initiation	(50,000.00)		(50,000.00)	(48,880.00)	(5,720.00)	97.76	(1,120.00)
20-4007-57-00	Sanitation	(800,000.00)		(800,000.00)	(821,875.17)	(76,054.66)	102.73	21,875.17

		Current	Current	Current	Current	Current		Current
		Year	Year	Year	YTD	Month		Remaining
<u>Account Number</u>	<u>Description</u>	<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Percent YTD</u>	<u>Budget</u>
20-4009-57-00	Late Fee-W/S	(56,000.00)		(56,000.00)	(76,253.86)	(7,976.46)	136.17	20,253.86
	Subtotal object - 0	(906,000.00)		(906,000.00)	(947,009.03)	(89,751.12)	104.53	41,009.03
Program number:		(906,000.00)		(906,000.00)	(947,009.03)	(89,751.12)	104.53	41,009.03
Department number: 57	Utility Billing Department	(906,000.00)		(906,000.00)	(947,009.03)	(89,751.12)	104.53	41,009.03
	Revenue Subtotal - - - - -	(8,975,450.00)		(8,975,450.00)	(7,975,432.25)	(811,585.04)	88.86	(1,000,017.75)
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	469,603.00	46,113.55	89.36	55,892.00
20-5115-50-00	Salaries - Overtime	25,000.00		25,000.00	32,532.61	3,711.26	130.13	(7,532.61)
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	29,686.69	2,826.48	100.54	(160.69)
20-5150-50-00	Medicare Expense	6,905.00		6,905.00	6,942.83	660.99	100.55	(37.83)
20-5155-50-00	SUTA Expense	476.00		476.00	1,195.27	51.82	251.11	(719.27)
20-5160-50-00	Health Insurance	59,400.00		59,400.00	49,850.95	7,032.54	83.92	9,549.05
20-5165-50-00	Dental Insurance	3,544.00		3,544.00	2,795.77	332.28	78.89	748.23
20-5170-50-00	Life Insurance/AD&D	779.00		779.00	1,022.93	102.44	131.31	(243.93)
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	53,401.80	5,131.78	92.00	4,643.20
20-5185-50-00	Long Term/Short Term Disabilit	767.00		767.00	998.44	219.78	130.18	(231.44)
20-5186-50-00	WELLE-Wellness Prog Reimb-Empl	3,780.00		3,780.00	2,490.25	210.00	65.88	1,289.75
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		124.95	(136.72)
20-5210-50-00	Office Supplies	3,000.00		3,000.00	1,229.57	111.14	40.99	1,770.43
20-5212-50-00	Building Supplies	1,500.00	1,500.00	3,000.00	2,298.21		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		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	1,033.21	277.88	20.66	3,966.79
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	2,128.29	110.00	54.57	1,771.71
20-5350-50-00	Vehicle Expense	25,000.00		25,000.00	20,643.89	2,209.53	82.58	4,356.11
20-5352-50-00	Fuel	36,500.00		36,500.00	25,877.18	3,204.11	70.90	10,622.82
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		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	13,961.74	1,105.00	15.19	77,938.26
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

		Current	Current	Current	Current	Current		Current
		Year	Year	Year	YTD	Month		Remaining
<u>Account Number</u>	<u>Description</u>	<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Percent YTD</u>	<u>Budget</u>
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	19,761.64	179.30	123.51	(3,761.64)
20-5480-50-00	Contracted Services	94,800.00	(30,000.00)	64,800.00	24,215.95	12,359.38	37.37	40,584.05
20-5520-50-00	Telephones	6,300.00	9,320.00	15,620.00	8,356.26	427.44	53.50	7,263.74
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	2,423.29	60.00	83.56	476.71
20-5525-50-00	Electricity	200,000.00	(13,900.00)	186,100.00	116,058.05	27,346.43	62.36	70,041.95
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		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	186,144.28	51,000.00	84.42	34,355.72
20-5550-50-00	Water Purchases	1,902,100.00		1,902,100.00	1,601,962.57	147,712.80	84.22	300,137.43
20-5620-50-00	Tools & Equipment	16,000.00		16,000.00	10,722.72	231.70	67.02	5,277.28
20-5630-50-00	Safety Equipment	11,200.00		11,200.00	7,016.89	470.63	62.65	4,183.11
20-5640-50-00	Signs & Hardware	1,300.00		1,300.00	289.98		22.31	1,010.02
20-5650-50-00	Maintenance Materials	12,000.00		12,000.00	7,780.53		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	72,321.97	3,108.02	94.35	4,328.03
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	386,927.78	280,650.00	100.00	0.22
20-6187-50-00	2014 CO Bond Payment				184,517.50	184,517.50	-	(184,517.50)
20-6192-50-00	2011 Refd Bond Pmt	278,084.00		278,084.00	278,084.00	8,120.63	100.00	
20-6193-50-00	2012 CO Bond Payment	243,200.00		243,200.00	145,920.00	(13,555.00)	60.00	97,280.00
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	492,952.21	389,476.11	100.00	(0.21)
20-6199-50-00	2008 CO Bond Payment	119,813.00		119,813.00	119,812.50	33,832.50	100.00	0.50
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	1,980.00	180.00	91.67	180.00
20-7147-50-00	Transfer to GF	494,610.00		494,610.00	453,392.50	41,217.50	91.67	41,217.50
20-8200-50-00	Bond Issuance Costs				181,682.95	(5,659.34)	-	(181,682.95)
	Subtotal object - 0	6,436,590.00		6,436,590.00	5,296,448.75	1,235,086.18	82.29	1,140,141.25
Program number:		6,436,590.00		6,436,590.00	5,296,448.75	1,235,086.18	82.29	1,140,141.25
Department number: 50	Water	6,436,590.00		6,436,590.00	5,296,448.75	1,235,086.18	82.29	1,140,141.25
20-5110-55-00	Salaries & Wages	162,724.00		162,724.00	101,612.70	8,853.10	62.45	61,111.30
20-5115-55-00	Salaries - Overtime	10,000.00		10,000.00	5,236.45	116.83	52.37	4,763.55
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	6,243.78	505.90	82.11	1,360.22
20-5150-55-00	Medicare Expense	2,788.00		2,788.00	1,460.23	118.31	52.38	1,327.77
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	11,568.63	1,254.12	53.56	10,031.37
20-5165-55-00	Dental Insurance	1,440.00		1,440.00	761.05	76.68	52.85	678.95
20-5170-55-00	Life Insurance/AD&D	337.00		337.00	247.04	23.64	73.31	89.96
20-5175-55-00	Liability (TML) Workers' Comp	204.00		204.00	5,568.06		---	(5,364.06)

		Current	Current	Current	Current	Current		Current
		Year	Year	Year	YTD	Month		Remaining
<u>Account Number</u>	<u>Description</u>	<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Percent YTD</u>	<u>Budget</u>
20-5180-55-00	TMRS Expense	18,235.00		18,235.00	11,553.07	970.89	63.36	6,681.93
20-5185-55-00	Long Term/Short Term Disabilit	281.00		281.00	233.91	43.82	83.24	47.09
20-5186-55-00	WELLE-Wellness Prog Reimb-Empl	1,680.00		1,680.00	731.50	70.00	43.54	948.50
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		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	7,584.31	130.00	94.80	415.69
20-5352-55-00	Fuel	18,000.00	(2,000.00)	16,000.00	3,739.78	291.83	23.37	12,260.22
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		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		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	36,250.03	2,750.96	73.53	13,049.97
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		8.17	4,224.00
20-5540-55-00	Water Testing	500.00		500.00			-	500.00
20-5560-55-00	Sewer Management Fees	1,111,300.00		1,111,300.00	1,038,950.61	85,013.00	93.49	72,349.39
20-5620-55-00	Tools & Equipment	7,400.00		7,400.00	1,429.95		19.32	5,970.05
20-5630-55-00	Safety Equipment	11,100.00		11,100.00	2,904.82		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	701.13	34.85	8.76	7,298.87
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	17,812.52	1,785.98	59.38	12,187.48
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	196,487.50	17,862.50	91.67	17,862.50
	Subtotal object - 0	1,868,706.00		1,868,706.00	1,526,641.68	119,902.41	81.70	342,064.32
Program number:		1,868,706.00		1,868,706.00	1,526,641.68	119,902.41	81.70	342,064.32

		Current	Current	Current	Current	Current		Current
		Year	Year	Year	YTD	Month		Remaining
<u>Account Number</u>	<u>Description</u>	<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Percent YTD</u>	<u>Budget</u>
Department number: 55	Sewer	1,868,706.00		1,868,706.00	1,526,641.68	119,902.41	81.70	342,064.32
20-5110-57-00	Salaries & Wages	81,903.00		81,903.00	79,175.18	7,036.74	96.67	2,727.82
20-5115-57-00	Salaries - Overtime	5,000.00		5,000.00	2,060.69	286.21	41.21	2,939.31
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	4,864.06	422.53	88.60	625.94
20-5150-57-00	Medicare Expense	1,284.00		1,284.00	1,137.57	98.83	88.60	146.43
20-5155-57-00	SUTA Expense	89.00		89.00	354.53	21.67	398.35	(265.53)
20-5160-57-00	Health Insurance	10,904.00		10,904.00	8,201.60	685.22	75.22	2,702.40
20-5165-57-00	Dental Insurance	727.00		727.00	516.08	51.12	70.99	210.92
20-5170-57-00	AD&D/Life Insurance	183.00		183.00	166.99	15.76	91.25	16.01
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	7,886.38	692.80	100.01	(0.38)
20-5185-57-00	Long Term/Short Term Disabilit	152.00		152.00	153.08	30.86	100.71	(1.08)
20-5186-57-00	WELLE-Wellness Prog Reimb-Empl	840.00		840.00	645.75	70.00	76.88	194.25
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	1,428.91	173.92	95.26	71.09
20-5212-57-00	Building Supplies	500.00	300.00	800.00	591.08	226.63	73.89	208.92
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	19,750.72	2,106.89	94.05	1,249.28
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	685,863.07	69,486.76	95.52	32,136.93
20-5479-57-00	Household Haz. Waste Disposal	2,500.00	1,100.00	3,600.00	3,350.00	300.00	93.06	250.00
20-5480-57-00	Contracted Services	8,983.00		8,983.00	5,214.29	518.15	58.05	3,768.71
20-5481-57-00	Cash Short/Over				2.12		-	(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)				-	
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)				-	
20-7147-57-00	Transfer to GF	80,200.00		80,200.00	73,516.63	6,683.33	91.67	6,683.37
	Subtotal object - 0	972,042.00		972,042.00	911,943.79	88,907.42	93.82	60,098.21
Program number:		972,042.00		972,042.00	911,943.79	88,907.42	93.82	60,098.21
Department number: 57	Utility Billing Department	972,042.00		972,042.00	911,943.79	88,907.42	93.82	60,098.21
	Expense Subtotal - - - - -	9,277,338.00	3,000,000.00	12,277,338.00	10,735,034.22	1,443,896.01	87.44	1,542,303.78
Fund number: 20	Water/Sewer	301,888.00	3,000,000.00	3,301,888.00	2,759,601.97	632,310.97	83.58	542,286.03
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)	(73,828.34)	(14.09)	246.09	43,828.34
30-4110-10-00	Property Taxes -Current	(2,763,240.00)		(2,763,240.00)	(3,047,694.87)	(1,975.46)	110.29	284,454.87
30-4115-10-00	Taxes -Penalties	(18,000.00)		(18,000.00)	(25,029.99)	(121.59)	139.06	7,029.99

		Current	Current	Current	Current	Current		Current
		Year	Year	Year	YTD	Month		Remaining
<u>Account Number</u>	<u>Description</u>	<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Percent YTD</u>	<u>Budget</u>
30-4610-10-00	Interest Income	(12,000.00)		(12,000.00)	(16,756.67)	(1,199.00)	139.64	4,756.67
	Subtotal object - 0	(2,823,240.00)		(2,823,240.00)	(3,163,309.87)	(3,310.14)	112.05	340,069.87
Program number:		(2,823,240.00)		(2,823,240.00)	(3,163,309.87)	(3,310.14)	112.05	340,069.87
Department number: 10	Administrative	(2,823,240.00)		(2,823,240.00)	(3,163,309.87)	(3,310.14)	112.05	340,069.87
	Revenue Subtotal - - - - -	(2,823,240.00)		(2,823,240.00)	(10,102,920.17)	(3,310.14)	357.85	7,279,680.17
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	282,672.23	204,950.00	100.00	(0.01)
30-6191-10-00	2010 Tax Note Payment	365,166.25		365,166.25	365,166.25	8,918.75	100.00	
30-6192-10-00	2011 Ref Bond Pmt	177,791.00		177,791.00	177,791.00	5,191.87	100.00	
30-6193-10-00	2012 GO Bond Payment	112,412.50		112,412.50	112,412.50	56,206.25	100.00	
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	455,032.81	359,516.40	100.00	0.19
30-6199-10-00	2008 CO Bond Payment	1,078,313.00		1,078,313.00	1,078,312.50	304,492.50	100.00	0.50
30-6200-10-00	Bond Administrative Fees	20,000.00		20,000.00	76,150.24	(12,779.10)	380.75	(56,150.24)
	Subtotal object - 0	2,821,379.97		2,821,379.97	2,608,033.53	926,496.67	92.44	213,346.44
Program number:		2,821,379.97		2,821,379.97	2,608,033.53	926,496.67	92.44	213,346.44
Department number: 10	Administrative	2,821,379.97		2,821,379.97	2,608,033.53	926,496.67	92.44	213,346.44
	Expense Subtotal - - - - -	2,821,379.97		2,821,379.97	10,128,717.97	926,496.67	359.00	(7,307,338.00)
Fund number: 30	Interest and Sinking	(1,860.03)		(1,860.03)	25,797.80	923,186.53	---	(27,657.83)
40-4100-10-00	Charges for Services	(30,000.00)		(30,000.00)	(24,480.00)		81.60	(5,520.00)
40-4610-10-00	Interest Income	(500.00)		(500.00)	(525.30)	(52.20)	105.06	25.30
40-4995-10-00	Transfer In	(19,160.00)		(19,160.00)	(1,980.00)	(180.00)	10.33	(17,180.00)
	Subtotal object - 0	(49,660.00)		(49,660.00)	(26,985.30)	(232.20)	54.34	(22,674.70)
Program number:		(49,660.00)		(49,660.00)	(26,985.30)	(232.20)	54.34	(22,674.70)
Department number: 10	General Fund	(49,660.00)		(49,660.00)	(26,985.30)	(232.20)	54.34	(22,674.70)
	Revenue Subtotal - - - - -	(49,660.00)		(49,660.00)	(26,985.30)	(232.20)	54.34	(22,674.70)
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
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)	(3,396.42)	(232.20)	514.61	2,736.42
45-4001-10-00	Storm Drainage Utility Fee	(228,800.00)		(228,800.00)	(226,072.65)	(21,359.94)	98.81	(2,727.35)
45-4610-10-00	Interest Storm Utility	(1,600.00)		(1,600.00)	(1,888.75)	(87.36)	118.05	288.75
	Subtotal object - 0	(230,400.00)		(230,400.00)	(227,961.40)	(21,447.30)	98.94	(2,438.60)
Program number:		(230,400.00)		(230,400.00)	(227,961.40)	(21,447.30)	98.94	(2,438.60)
Department number: 10	Administration	(230,400.00)		(230,400.00)	(227,961.40)	(21,447.30)	98.94	(2,438.60)
	Revenue Subtotal - - - - -	(230,400.00)		(230,400.00)	(227,961.40)	(21,447.30)	98.94	(2,438.60)
45-5110-10-00	Salaries	28,514.00		28,514.00	24,967.68	2,193.60	87.56	3,546.32
45-5115-10-00	Salaries-Overtime	2,000.00		2,000.00	2,033.53	166.94	101.68	(33.53)
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	1,667.11	137.30	87.56	236.89
45-5150-10-00	Medicare Expense	445.00		445.00	389.89	32.11	87.62	55.11
45-5155-10-00	SUTA Expense	31.00		31.00	216.00		696.77	(185.00)

		Current	Current	Current	Current	Current		Current
		Year	Year	Year	YTD	Month		Remaining
<u>Account Number</u>	<u>Description</u>	<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Percent YTD</u>	<u>Budget</u>
45-5160-10-00	Health Insurance	5,400.00		5,400.00	3,291.44	295.56	60.95	2,108.56
45-5165-10-00	Dental Expense	360.00		360.00	25.56	25.56	7.10	334.44
45-5170-10-00	Life Ins/AD&D	64.00		64.00	82.35	7.88	128.67	(18.35)
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	2,922.58	257.28	90.65	301.42
45-5185-10-00	Long Term/Short Term Disabilit	53.00		53.00	33.54	11.18	63.28	19.46
45-5186-10-00	WELLE-Wellness Prog Reimb Empl	420.00		420.00	365.75	35.00	87.08	54.25
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	1,479.00	1,200.00	98.60	21.00
45-5352-10-00	Fuel	2,000.00		2,000.00	1,622.63	121.65	81.13	377.37
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		39.61	1,026.66
45-5410-10-00	Professional Services-Storm Dr	5,000.00		5,000.00	30,800.00		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	350.00	650.00	342.10		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		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	3,294.16	19.23	36.60	5,705.84
45-6140-10-00	Capital Expense-Equipment	163,726.00	(5,000.00)	158,726.00	23,102.35		14.56	135,623.65
45-6193-10-00	2012 CO Bond Payment	106,918.00		106,918.00	97,280.00	97,280.00	90.99	9,638.00
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	11,495.00	1,045.00	91.67	1,045.00
	Subtotal object - 0	394,000.00		394,000.00	221,806.68	102,828.29	56.30	172,193.32
Program number:		394,000.00		394,000.00	221,806.68	102,828.29	56.30	172,193.32
Department number: 10	Administration	394,000.00		394,000.00	221,806.68	102,828.29	56.30	172,193.32
	Expense Subtotal - - - - -	394,000.00		394,000.00	221,806.68	102,828.29	56.30	172,193.32
Fund number: 45	Storm Drainage Utility Fund	163,600.00		163,600.00	(6,154.72)	81,380.99	(3.76)	169,754.72
60-4045-60-00	Park Dedication-Fees	(100,000.00)		(100,000.00)	(251,609.40)	(84,931.15)	251.61	151,609.40
60-4055-60-00	Park Improvement	(200,000.00)		(200,000.00)	(690,796.00)	(84,000.00)	345.40	490,796.00
60-4530-60-00	Contributions				(17,500.00)		-	17,500.00
60-4615-60-00	Interest-Park Dedication	(1,200.00)		(1,200.00)	(1,901.76)	(249.75)	158.48	701.76
60-4620-60-00	Interest-Park Improvements	(350.00)		(350.00)	(866.31)	(222.37)	247.52	516.31
	Subtotal object - 0	(301,550.00)		(301,550.00)	(962,673.47)	(169,403.27)	319.24	661,123.47
Program number:		(301,550.00)		(301,550.00)	(962,673.47)	(169,403.27)	319.24	661,123.47
Department number: 60	Parks and Recreation	(301,550.00)		(301,550.00)	(962,673.47)	(169,403.27)	319.24	661,123.47
	Revenue Subtotal - - - - -	(301,550.00)		(301,550.00)	(962,673.47)	(169,403.27)	319.24	661,123.47
60-5290-60-00	Miscellaneous Expense				42,509.36		-	(42,509.36)
60-5410-60-00	Professional Services-Pk Ded				58,922.06		-	(58,922.06)

		Current	Current	Current	Current	Current		Current
		Year	Year	Year	YTD	Month		Remaining
<u>Account Number</u>	<u>Description</u>	<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Percent YTD</u>	<u>Budget</u>
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		0.11	644,925.00
	Subtotal object - 0	700,000.00		700,000.00	132,675.35		18.95	567,324.65
Program number:		700,000.00		700,000.00	132,675.35		18.95	567,324.65
Department number: 60	Parks and Recreation	700,000.00		700,000.00	132,675.35		18.95	567,324.65
	Expense Subtotal - - - - -	700,000.00		700,000.00	132,675.35		18.95	567,324.65
Fund number: 60	Parks & Recreation Fund	398,450.00		398,450.00	(829,998.12)	(169,403.27)	---	1,228,448.12
65-4015-99-00	Impact Fees -Water	(800,000.00)		(800,000.00)	(1,466,584.00)	(177,122.00)	183.32	666,584.00
65-4020-99-00	Impact Fees -Sewer	(700,000.00)		(700,000.00)	(383,675.25)	(39,997.00)	54.81	(316,324.75)
65-4040-99-00	Thoroughfare Impact Fees	(1,100,000.00)		(1,100,000.00)	(1,236,805.63)	(119,184.88)	112.44	136,805.63
65-4041-99-00	West Thorfare Imp. Fees Rev				(328,659.00)	(78,267.00)	-	328,659.00
65-4615-99-00	Interest-Water Impact Fee	(4,000.00)		(4,000.00)	(4,224.63)	(390.80)	105.62	224.63
65-4620-99-00	Interest-Sewer Impact Fee	(4,000.00)		(4,000.00)	(1,965.33)	(189.10)	49.13	(2,034.67)
65-4640-99-00	Interest-Thorfare Imp Fee	(12,000.00)		(12,000.00)	(4,012.50)	(375.40)	33.44	(7,987.50)
65-4641-99-00	Interest-West Thorfare imp fee				(1,462.83)	(143.52)	-	1,462.83
	Subtotal object - 0	(2,620,000.00)		(2,620,000.00)	(3,427,389.17)	(415,669.70)	130.82	807,389.17
Program number:		(2,620,000.00)		(2,620,000.00)	(3,427,389.17)	(415,669.70)	130.82	807,389.17
Department number: 99	Impact Fees	(2,620,000.00)		(2,620,000.00)	(3,427,389.17)	(415,669.70)	130.82	807,389.17
	Revenue Subtotal - - - - -	(2,620,000.00)		(2,620,000.00)	(3,427,389.17)	(415,669.70)	130.82	807,389.17
65-5415-99-00	Professional Serv-Water Imp Fe	1,220,000.00		1,220,000.00	99,024.49		8.12	1,120,975.51
65-5420-99-00	Professional Serv-Sewer Imp Fe	255,000.00		255,000.00	11,259.46	4,727.43	4.42	243,740.54
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-Thorofare				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	868,748.20	4,727.43	47.34	966,251.80
Program number:		1,835,000.00		1,835,000.00	868,748.20	4,727.43	47.34	966,251.80
Department number: 99	Impact Fees	1,835,000.00		1,835,000.00	868,748.20	4,727.43	47.34	966,251.80
	Expense Subtotal - - - - -	1,835,000.00		1,835,000.00	868,748.20	4,727.43	47.34	966,251.80
Fund number: 65	Impact Fees	(785,000.00)		(785,000.00)	(2,558,640.97)	(410,942.27)	325.94	1,773,640.97
67-4530-10-00	Police Donation Inc	(16,000.00)		(16,000.00)	(14,570.00)	(753.00)	91.06	(1,430.00)
67-4531-10-00	Fire Dept-Donation Inc	(12,000.00)		(12,000.00)	(9,965.00)	(967.00)	83.04	(2,035.00)
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)	(11,762.38)	(3,005.49)	130.69	2,762.38
67-4536-10-00	Court Security Revenue	(2,900.00)		(2,900.00)	(4,944.22)	(460.30)	170.49	2,044.22
67-4537-10-00	Technology Fd Revenue	(4,000.00)		(4,000.00)	(6,582.28)	(613.74)	164.56	2,582.28
67-4550-10-00	Special Revenue - Other				(1,550.95)		-	1,550.95
67-4610-10-00	Interest Income				(3,750.09)	(290.42)	-	3,750.09
67-4721-10-00	Country Xmas Donations	(10,000.00)		(10,000.00)	(18,251.00)	(300.00)	182.51	8,251.00
67-4761-10-00	Tree Mitigation Revenue				(14,175.00)		-	14,175.00
67-4915-10-00	Escrow Income				(142,622.57)		-	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)	(231,423.49)	(6,389.95)	410.33	175,023.49
Program number:		(56,400.00)		(56,400.00)	(231,423.49)	(6,389.95)	410.33	175,023.49
Department number: 10	Administrative	(56,400.00)		(56,400.00)	(231,423.49)	(6,389.95)	410.33	175,023.49
	Revenue Subtotal - - - - -	(56,400.00)		(56,400.00)	(231,423.49)	(6,389.95)	410.33	175,023.49

		Current	Current	Current	Current	Current		Current
		Year	Year	Year	YTD	Month		Remaining
<u>Account Number</u>	<u>Description</u>	<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Percent YTD</u>	<u>Budget</u>
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		125.50	(3,110.33)
67-5204-10-00	Court Security Expense	2,500.00		2,500.00	748.00	68.00	29.92	1,752.00
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		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	217,637.46	68.00	367.63	(158,437.46)
Program number:		59,200.00		59,200.00	217,637.46	68.00	367.63	(158,437.46)
Department number: 10	Administrative	59,200.00		59,200.00	217,637.46	68.00	367.63	(158,437.46)
	Expense Subtotal - - - - -	59,200.00		59,200.00	217,637.46	68.00	367.63	(158,437.46)
Fund number: 67	Special Revenue-Donations	2,800.00		2,800.00	(13,786.03)	(6,321.95)	---	16,586.03
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)	(1,850.93)	(172.04)	185.09	850.93
75-4612-10-00	Interest-2006 Bond	(1,000.00)		(1,000.00)	(245.30)		24.53	(754.70)
75-4613-10-00	Interest 2008 Bond	(1,000.00)		(1,000.00)	(13,940.19)	(1,152.35)	---	12,940.19
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)	(9,929.24)	(916.16)	198.59	4,929.24
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)	(1,130,965.66)	(2,240.55)	57.32	(842,104.34)
Program number:		(1,973,070.00)		(1,973,070.00)	(1,130,965.66)	(2,240.55)	57.32	(842,104.34)
Department number: 10	Capital Projects	(1,973,070.00)		(1,973,070.00)	(1,130,965.66)	(2,240.55)	57.32	(842,104.34)
	Revenue Subtotal - - - - -	(1,973,070.00)		(1,973,070.00)	(1,130,965.66)	(2,240.55)	57.32	(842,104.34)
75-5110-10-00	Salaries & Wages	92,820.00		92,820.00	78,474.92	6,929.48	84.55	14,345.08
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	4,689.86	403.88	80.83	1,112.14
75-5150-10-00	Medicare Expense	1,357.00		1,357.00	1,096.82	94.46	80.83	260.18
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	5,877.32	1,054.76	108.84	(477.32)
75-5165-10-00	Dental Insurance	360.00		360.00	242.82	25.56	67.45	117.18
75-5170-10-00	Life Insurance/AD&D	114.00		114.00	82.35	7.88	72.24	31.65
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	8,380.08	744.22	85.29	1,445.92
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

		Current Year	Current Year	Current Year	Current YTD	Current Month		Current Remaining
<u>Account Number</u>	<u>Description</u>	<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Percent YTD</u>	<u>Budget</u>
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				36,540.00	11,340.00	-	(36,540.00)
75-5419-10-00-1402-FC	Professional Services				1,200.00		-	(1,200.00)
75-5419-10-00-1405-ST	Professional Services				41,625.00		-	(41,625.00)
75-5419-10-00-1408-TR	Professional Services				2,178.40	2,178.40	-	(2,178.40)
75-5419-10-00-1411-TR	Professional Services				6,420.00		-	(6,420.00)
75-5520-10-00	Telephone Expense				853.09		-	(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				2,309,666.96	416.23	-	(2,309,666.96)
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)
75-6610-10-00-1304-PK	Construction				241,060.25	132,348.50	-	(241,060.25)
75-6610-10-00-1404-PK	Construction				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	3,467,130.15	155,543.37	72.53	1,312,869.85
Program number:		4,780,000.00		4,780,000.00	3,467,130.15	155,543.37	72.53	1,312,869.85
Department number: 10	Capital Projects	4,780,000.00		4,780,000.00	3,467,130.15	155,543.37	72.53	1,312,869.85
	Expense Subtotal - - - - -	4,780,000.00		4,780,000.00	3,467,130.15	155,543.37	72.53	1,312,869.85
Fund number: 75	Capital Projects	2,806,930.00		2,806,930.00	2,336,164.49	153,302.82	83.23	470,765.51
76-4610-10-00	Interest Income	(50,000.00)		(50,000.00)	(33,609.88)	(3,056.67)	67.22	(16,390.12)
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)
	Subtotal object - 0	(1,050,000.00)	(15,570,000.00)	(16,620,000.00)	(15,603,609.88)	(3,056.67)	93.89	(1,016,390.12)
Program number:		(1,050,000.00)	(15,570,000.00)	(16,620,000.00)	(15,603,609.88)	(3,056.67)	93.89	(1,016,390.12)
Department number: 10	Capital Projects-W/S	(1,050,000.00)	(15,570,000.00)	(16,620,000.00)	(15,603,609.88)	(3,056.67)	93.89	(1,016,390.12)
	Revenue Subtotal - - - - -	(1,050,000.00)	(15,570,000.00)	(16,620,000.00)	(15,603,609.88)	(3,056.67)	93.89	(1,016,390.12)
76-5419-10-00	Professional Services		15,570,000.00	15,570,000.00	15,578,922.00		100.06	(8,922.00)
76-5419-10-00-0407-WA	Professional Services				1,600.00	1,600.00	-	(1,600.00)
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				3,219,808.51	74,760.79	-	(3,219,808.51)
	Subtotal object - 0	1,000,000.00	15,570,000.00	16,570,000.00	18,965,237.38	76,360.79	114.46	(2,395,237.38)
Program number:		1,000,000.00	15,570,000.00	16,570,000.00	18,965,237.38	76,360.79	114.46	(2,395,237.38)
Department number: 10	Capital Projects-W/S	1,000,000.00	15,570,000.00	16,570,000.00	18,965,237.38	76,360.79	114.46	(2,395,237.38)
	Expense Subtotal - - - - -	1,000,000.00	15,570,000.00	16,570,000.00	18,965,237.38	76,360.79	114.46	(2,395,237.38)
Fund number: 76	Capital Projects - Water/Sewer	(50,000.00)		(50,000.00)	3,361,627.50	73,304.12	---	(3,411,627.50)
80-4120-65-00	Sales Taxes - EDC	(675,000.00)		(675,000.00)	(830,880.83)	(92,842.90)	123.09	155,880.83
80-4610-65-00	Interest Income	(12,000.00)		(12,000.00)	(17,326.29)	(1,765.03)	144.39	5,326.29

		Current	Current	Current	Current	Current		Current
		Year	Year	Year	YTD	Month		Remaining
<u>Account Number</u>	<u>Description</u>	<u>Adopted Budget</u>	<u>Amendments</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Percent YTD</u>	<u>Budget</u>
80-4910-65-00	Other Revenue				(4,624.12)		-	4,624.12
	Subtotal object - 0	(687,000.00)		(687,000.00)	(852,831.24)	(94,607.93)	124.14	165,831.24
Program number:		(687,000.00)		(687,000.00)	(852,831.24)	(94,607.93)	124.14	165,831.24
Department number: 65	Economic Development	(687,000.00)		(687,000.00)	(852,831.24)	(94,607.93)	124.14	165,831.24
	Revenue Subtotal - - - - -	(687,000.00)		(687,000.00)	(852,831.24)	(94,607.93)	124.14	165,831.24
80-5110-65-00	Salaries & Wages	229,000.00		229,000.00	201,790.43	17,753.50	88.12	27,209.57
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	5,284.64	461.54	88.08	715.36
80-5143-65-00	Cell Phone Allowance		3,510.00	3,510.00	3,330.00	180.00	94.87	180.00
80-5145-65-00	Social Security Expense	14,570.00		14,570.00	11,312.04	1,088.58	77.64	3,257.96
80-5150-65-00	Medicare Expense	3,410.00		3,410.00	2,936.69	254.58	86.12	473.31
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	15,577.33	2,594.60	139.58	(4,417.33)
80-5165-65-00	Dental Insurance	900.00		900.00	761.05	76.68	84.56	138.95
80-5170-65-00	Life Insurance/AD&D	25.00	275.00	300.00	343.87	45.82	114.62	(43.87)
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	22,400.88	1,983.15	90.78	2,274.12
80-5185-65-00	Long Term/Short Term Disabilit	564.00		564.00	448.40	91.20	79.50	115.60
80-5186-65-00	WELLE-Wellness Prog Reimb-Empl				698.25	70.00	-	(698.25)
80-5189-65-00	Administrative Fees	2,400.00		2,400.00	2,200.00	200.00	91.67	200.00
80-5190-65-00	Contract Labor	4,500.00	(1,200.00)	3,300.00	3,060.00	425.00	92.73	240.00
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	601.00	2,601.00	2,297.58		88.33	303.42
80-5212-65-00	Building Supplies	500.00	70.00	570.00	567.37		99.54	2.63
80-5220-65-00	Office Equipment	3,500.00	200.00	3,700.00	3,693.52		99.83	6.48
80-5230-65-00	Dues,Fees,& Subscriptions	4,700.00	300.00	5,000.00	4,958.37	39.00	99.17	41.63
80-5240-65-00	Postage and Delivery	2,000.00	(1,500.00)	500.00	314.47		62.89	185.53
80-5265-65-00	Promotional Expense	35,000.00	3,000.00	38,000.00	37,709.27		99.24	290.73
80-5280-65-00	Printing and Reproduction	2,000.00	400.00	2,400.00	2,232.47		93.02	167.53
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	8,865.00	38,865.00	35,321.43	3,543.54	90.88	3,543.57
80-5330-65-00	Copier Expense	3,500.00		3,500.00	3,132.72	411.08	89.51	367.28
80-5340-65-00	Building Repairs	200.00		200.00			-	200.00



ADMINISTRATION

To: Mayor and Town Council

From: Robyn Battle, Town Secretary

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – September 23, 2014

Agenda Item:

Consider and act upon the appointment of a Municipal Judge, and authorize the Mayor to execute an agreement for same.

Description of Agenda Item:

Article IV, Section 4.03 of the Town Charter requires the Town Council to appoint a Municipal Judge by the affirmative vote of a majority of the full membership of the Town Council. The Municipal Judge is appointed to a term of two years, and may be appointed to additional consecutive terms. If reappointed, the Judge's new term will begin on October 1, 2014, and end on September 30, 2016.

Judge David Moore has been the Municipal Judge for the Town of Prosper for fifteen years, and has served as Municipal Judge for various communities in Collin County and Denton County for the past twenty-one years. Judge Moore has respectfully requested in an email to the Town Council to continue serving as the Municipal Judge for the Town of Prosper.

The compensation for the Municipal Judge is determined by the Town Council. Judge Moore has been paid \$375 per court session since 2006. Prior to that time, he was paid \$275 per court session. Judge Moore has respectfully requested an increase in his compensation to \$400 per court session, which is reflected in the attached agreement.

Budget Impact:

Compensation for the Municipal Judge is a budgeted item, and is paid from the Judicial Services Account.

Legal Obligations and Review:

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

Attached Documents:

1. Agreement

Town Staff Recommendation:

Town staff recommends the reappointment of Judge David Moore as the Municipal Judge for the Town of Prosper for a two-year term, and authorizing the Mayor to execute an agreement for same.

Proposed Motion:

I move to reappoint Judge David Moore as the Municipal Judge for the Town of Prosper for a two-year term, and authorize the Mayor to execute an agreement for same.

MUNICIPAL COURT JUDGE AGREEMENT

On or about September 23, 2014, the Mayor of the Town of Prosper, with the concurrence of the Town Council for the Town of Prosper ("Town"), reappointed David Moore to serve as the Municipal Court Judge ("Judge") for the Town. This Agreement ("Agreement") shall become effective on October 1, 2014, subject to the following terms and conditions for such professional services.

Section 1. Appointment and Term.

The Judge is appointed in accordance with Section 4.03 of the Town Charter, and upon majority vote of the full Town Council. The Judge shall serve a term of two (2) years, beginning on October 1, 2014, and concluding on September 30, 2106.

Section 2. Duties.

- a. The Judge shall perform the functions and duties specified in the applicable sections of the Town Charter and Town Ordinances, and shall perform such other legally permissible and proper duties and functions as the Town shall assign from time to time. Upon request, the Judge shall provide the Town Council with periodic updates of matters in the Prosper Municipal Court, either in writing or in person at scheduled Town Council meetings.
- b. The Judge shall perform all services and duties customarily performed by a judge of a municipal court in the State of Texas.
- c. The Judge is required to keep abreast of state law and local ordinances, including state-mandated fees for the Prosper Municipal Court. Although a recognized function of judicial discretion, the Judge shall endeavor to enforce the law consistently and within suggested state guidelines. The Judge shall apply the law and enter judgments in accordance with State law and local ordinances, shall abide by all mandatory provisions of the law, and shall not create or apply exceptions where none exist under law. Judicial discretion shall only be applied where allowed under law.
- d. The Judge shall operate within the docket schedule prepared and coordinated by the Judge, the Court Administrator, the Municipal Court Prosecutor, the Town Attorney and the Town Manager, or designees thereof. The Judge shall timely perform all duties, including, but not limited to, the dockets set forth in the docket schedule.

Section 3. Applicable Terms and Conditions; Termination.

- a. The Judge shall be, at all times and for all purposes, an independent contractor of the Town, as that term is defined by Texas legal authority. The Judge agrees that no property right shall be created by the execution of this Agreement.
- b. The Judge shall serve at the pleasure of the Town Council. This Agreement and the Judge's services may be terminated at any time by the Town Council, with or without cause, and with or without notice.

Section 4. Municipal Court.

- a. Court shall commence promptly for scheduled docket times on designated court dates. The Judge shall make every effort to take the bench and convene court dockets at the designated docket time.
- b. Court shall convene the first, third and fourth Thursday of every month, unless otherwise noted in advance and in writing, after consultation with the Court Administrator and the Municipal Court Prosecutor.

Section 5. Compensation and Evaluation.

- a. As compensation for all required services, and as outlined above, the Town agrees to pay to the Judge according to a rate-based/flat fee compensation plan. The Judge will receive a fee of Four Hundred and No/100 Dollars (\$400.00) for each Municipal Court session.
- b. The Judge shall send an invoice to the Town once per month not later than the fifth day of each month. The invoice shall indicate each date that the Judge performed a compensable duty outlined in Section 5(a), above, the duty performed, and the applicable fee. The invoice shall also provide a total amount for the month.
- c. The Town shall pay the Judge once per month within twenty-one (21) days from the date the invoice is received by the Town unless the invoice is disputed by the Town, in which instance the Town may withhold the amount(s) of the disputed charges until such dispute is settled.
- d. The Town Council will endeavor to periodically evaluate the Judge.
- e. The Town understands and agrees that certain judicial training is mandated by the State of Texas for the Judge. Such training and expenses associated with such training, and payment therefor, shall be coordinated with the Town's Finance Director in advance of any such training.

Section 6. General Provisions.

- a. The text herein, or as amended hereafter, in writing, by agreement of the Town and the Judge, shall constitute the entire agreement between the parties.
- b. This Agreement shall become effective on October 1, 2014.
- c. This Agreement shall be governed by the laws of the State of Texas and venue for any proceeding related to this Agreement shall be in Collin County, Texas.
- d. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

ACKNOWLEDGED AND ACCEPTED:

David Moore

Ray Smith, Mayor
Town of Prosper, Texas

Date Signed

Date Signed



ADMINISTRATION

To: Mayor and Town Council

From: Robyn Battle, Town Secretary

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – September 23, 2014

Agenda Item:

Consider and act upon a resolution designating *The Prosper Press* as the official newspaper of the Town of Prosper for Fiscal Year 2014-2015.

Description of Agenda Item:

Section 2051.049 of the Texas Government Code provides that the Town Council shall select one or more newspapers to publish notices, and Section 11.02 of the Town Charter states that the Town Council shall annually declare an official newspaper of general circulation in the Town. *The Prosper Press* meets these requirements for the purpose of publishing ordinances, election notices, public hearing notices, and other notices required by ordinance, the Town Charter and state law.

Legal Obligations and Review:

The proposed resolution is a standard format previously approved by the Town Attorney.

Attached Documents:

1. Resolution

Town Staff Recommendation:

Town staff recommends approval of the proposed resolution.

Proposed Motion:

I move to adopt a resolution designating *The Prosper Press* as the official newspaper of the Town of Prosper for Fiscal Year 2014-2015.

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 14-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, DESIGNATING *THE PROSPER PRESS* AS THE OFFICIAL NEWSPAPER OF THE TOWN OF PROSPER, TEXAS, FOR FISCAL YEAR 2014-2015.

WHEREAS, Section 11.02 of the Prosper Town Charter provides that the Town Council shall declare annually an official newspaper of general circulation in the Town. All ordinances, notices and other matters required by the Charter, Town ordinance, or the Constitution and laws of the State of Texas shall be published in the official newspaper; and

WHEREAS, Section 2051.049 of the Texas Government Code provides that the Town Council shall select one or more newspapers to publish notices; and

WHEREAS, the Town Council of the Town of Prosper desires to designate the official public newspaper of the Town.

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

SECTION 1

The Town Council of the Town of Prosper hereby designates *The Prosper Press*, a public newspaper in and of the Town of Prosper, Texas, as the official newspaper of said Town, the same to continue as such until another is selected, and shall cause to be published therein all ordinances, notices and other matters required by law or by ordinance to be published.

SECTION 2

This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS THE 23TH DAY OF SEPTEMBER, 2014.

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



POLICE

Prosper is a place where everyone matters.

To: Mayor and Town Council

From: Doug Kowalski, Chief of Police

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – September 23, 2014

Agenda Item:

Consider and act upon approving an Interlocal Agreement between Collin County and the Town of Prosper, related to child abuse, investigation, and law enforcement services; and authorizing the Town Manager to execute same.

Description of Agenda Item:

The Town of Prosper has worked with the Collin County Child Abuse Task Force for a number of years through an Interlocal Agreement that provides the Town with assistance with Special Crimes, which means criminal offenses, relating directly or indirectly, whereby the victim is less than 17 years of age and the crime is determined to be a State Jail Felony or above. Lower offenses may be worked with the approval of both parties. The County agrees to provide all law enforcement services relating to the above listed Special Crimes. The Town shall pay for Sexual Assault Exams (normally, these fees are reimbursed to the Town by the State of Texas), if required, in addition to the annual Law Enforcement Service Charge. Additional unusual investigative fees, upon Town approval in each case, may be charged, if required, for prosecution.

The current agreement for these services expires on September 30, 2014. The term of the new agreement is five years, effective October 1, 2014, through September 30, 2019.

Budget Impact:

The annual fee for services under this agreement is \$6,000, and will be funded by 10-5480-20, Contracted Services. Subsequent annual expenditures will be subject to appropriations granted in future fiscal years.

Legal Obligations and Review:

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

Attached Documents:

1. Interlocal Agreement

Town Staff Recommendation:

Town staff recommends approval of the Interlocal Agreement between Collin County and the Town of Prosper, related to child abuse, investigation, and law enforcement services; and authorizing the Town Manager to execute same.

Proposed Motion:

I move to approve the Interlocal Agreement between Collin County and the Town of Prosper, related to child abuse, investigation, and law enforcement services; and authorize the Town Manager to execute same.

**INTERLOCAL AGREEMENT:
CHILD ABUSE, INVESTIGATION SERVICES, LAW ENFORCEMENT SERVICES**

THIS AGREEMENT is entered into on October 1, 2014, by and between the Town of Prosper (the “Town”) and Collin County, a political subdivision of the State of Texas (the “County”).

Recitals

WHEREAS, County performs law enforcement functions within Collin County.

WHEREAS, the Town desires to obtain certain law enforcement services from the County that the Town is authorized to provide.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Parties agree as follows:

**Article I
Definitions**

1.01 Law Enforcement Services

The term “Law Enforcement Services” means all services necessary for the County to provide the reporting, investigating and filing charges for special crimes.

1.02 Special Crimes

The term “Special Crimes” means criminal offenses, relating directly or indirectly, whereby the victim is less than 17 years of age and the crime is determined to be a State Jail Felony or above. Lower offenses may be worked with the approval of both parties.

**Article II
Term**

2.01 Term

The term of this Agreement shall commence on October 1, 2014, and shall continue in full force and effect for a period of five (5) years through September 30, 2019.

2.02 Termination

Either party may terminate this Agreement by giving ninety (90) days written notice to the other party.

The parties agree that this Agreement will terminate immediately should the Town not have an operating Police Force.

**Article III
Services and Service Fees**

3.01 Services

The County agrees to provide all law enforcement services relating to Special Crimes as described in Section 1.02 of this Agreement. Town shall pay for Sexual Assault Exams. Normally, these fees are reimbursed to the Town, by the State of Texas, if required, in addition to the fees annotated in Section 5.01: Law Enforcement Service Charge. Additional unusual investigative fees, upon Town approval in each case, may be charged, if required, for prosecution.

3.02 Manner of Providing Services

The Law Enforcement Services shall be provided by the County in the same manner and within the same response times as such services are provided by the County within its jurisdiction.

3.03 Use of Additional Personnel

The County may utilize the services of individuals whose duties and responsibilities are related to detection, investigation and/or prosecution of violations associated with offenses described in Section 1.02 of this Agreement.

Article IV Exclusivity of Service

The parties agree that the County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, sees fit.

Article V Compensation

5.01 Law Enforcement Service Charge

The payment is based upon the population estimates of the Town and that population is based on the most recently published figures obtained from the North Central Texas Council of Governments. Law Enforcement Fees may be adjusted within the five (5) year period, as needed, if deemed necessary due to population increase. On an annual basis, the Town will pay \$6,000.00 to the County for providing the above mentioned services. The Town will continue payment for any and all charges for services not described in this Agreement. County will invoice Town each year for the total amount due.

Article VI Notices

6.01 Unless otherwise specified, all communications provided for in this Agreement shall be in writing and shall be deemed delivered whether actually received or not forty-eight (48) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.

6.02 All communications provided for in this Agreement shall be addressed as follows:

if to the County, Copy to:
County Purchasing Agent
Purchasing Department
2300 Bloomdale Road, Suite 3160
McKinney, TX 75071

if to the Town, to:
Town Manager
Town of Prosper
P.O. Box 307
Prosper, TX 75078

Or, to such person at such other address as may from time to time be specified in a notice given as provided in this Section 6.

**Article VII
Miscellaneous**

7.01 Civil Liability

Any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the Town. The parties agree that the County shall be acting as agent for the Town in performing the services contemplated by this Agreement.

The Town shall hold the County free and harmless from any obligation, costs, claims, judgments, attorneys' fees, attachments, and other such liabilities arising from or growing out of the services rendered to the Town pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or culpable negligence of the County, and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction.

7.02 Amendment

This Agreement shall not be amended or modified other than in a written agreement signed by the parties.

7.03 Controlling Law

This Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas.

7.04 Captions

The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit, or expand the express provision of this Agreement.

7.05 Counterparts

This Agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

7.06 Exclusive Right to Enforce this Agreement

The County and the Town have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

“COUNTY”
COLLIN COUNTY, TEXAS
By: _____
Title: County Judge
Date: _____

“TOWN”
TOWN OF PROSPER, TEXAS
By: _____
Title: Town Manager
Date: _____



PARKS & RECREATION

To: Mayor and Town Council

From: Julie Shivers, Recreation Services Coordinator

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – September 23, 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) verses any non co-sponsored team, which is typical for all other municipalities.

On August 12, 2014, staff presented information at the Town Council meeting. 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. 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

At the September 9, 2014, Town Council meeting, council tabled the item in order for staff to update the ordinance to reflect the new fee structure proposed above by the sports leagues and return to the September 23, 2014, Town Council meeting for final approval. The effective date of the proposed ordinance will be October 1, 2014; therefore implementation would begin prior to the Spring 2015 season.

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 two potential changes to the field user fees to differentiate between resident and/or PISD and non-resident and/or non-PISD.

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 to 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 to 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 co-sponsored league participants who reside within league boundaries. A thirty dollar (\$30) fee per player per season shall be assessed for all participants who reside outside league boundaries. 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. For purposes of this Section, prior to the start of each season, each league subject to the Prosper Youth Sports Commission shall determine and define its boundaries.

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 23rd DAY OF SEPTEMBER, 2014.

APPROVED:

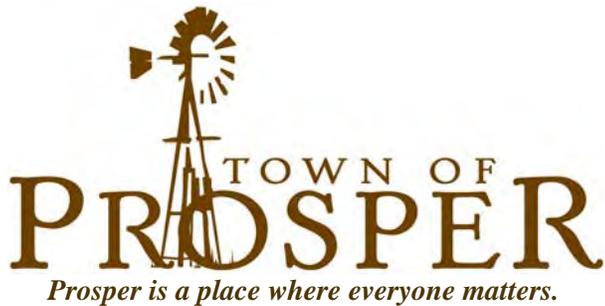
Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



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 23, 2014

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Settlement and Release Agreement between Oncor Electric Delivery Company LLC, and the Town of Prosper, Texas, related to the reimbursement for overbilling of unmetered street lights.

Description of Agenda Item:

Oncor and its predecessors have been billing the Town prior to the start of retail competition in January 2002, for providing electrical service to unmetered street lights in the Town of Prosper. Oncor has determined that the number and/or type and/or size of the street lights for which the Town has been billed have been inaccurate for a period of time. Since information is not readily available to determine the exact number, type and size of street lights provided by Oncor during the past, Oncor performed a survey of the number of existing street lights being serviced in the Town. From that estimate they determined that a total of 4 lights were being billed, but were not in service. Since the Energy Act of 2008 phased out Mercury Vapor Lights, Oncor is providing a refund for the total amount charged for the 4 lights since 2008.

Budget Impact:

Oncor will reimburse the Town \$4,761.89, for the overbilling since 2008.

Legal Obligations and Review:

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

Attached Documents:

1. Settlement and Release Agreement

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Settlement and Release Agreement between Oncor Electric Delivery Company LLC, and the Town of Prosper, Texas, related to the reimbursement for overbilling of unmetered street lights.

Proposed Motion:

I move to authorize the Town Manager to execute a Settlement and Release Agreement between Oncor Electric Delivery Company LLC, and the Town of Prosper, Texas, related to the reimbursement for overbilling of unmetered street lights.

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the “Agreement”) is made and entered into as of _____, 2014 (the “Effective Date”) by and between Oncor Electric Delivery Company LLC (“Oncor”) and the Town of Prosper, Texas (the “Town”).

WHEREAS, Oncor and the Town agree that Oncor and its predecessors in interest have been billing – either directly to the Town prior to the start of retail competition in January 2002 or to retail electric providers serving the Town since the start of retail competition in January 2002 – for providing service to unmetered street lights (the “Street Lights”) for which the Town is the end-use customer; and

WHEREAS, Oncor and the Town agree that Oncor’s billings have, for an undetermined period of time, been inaccurate with respect to the number and/or type and/or size of Street Lights for which the Town is the end-use customer; and

WHEREAS, Oncor and the Town recognize that the information is not readily available to determine the exact number, type, and size of streetlights provided by Oncor during the past; and

WHEREAS, the overbilling of street light numbers has resulted in Town paying excess charges not only for transmission and distribution service, but also for energy; and

WHEREAS, Oncor and the Town wish to avoid the expense of proceedings at either the Public Utility Commission of Texas or state district court; and

WHEREAS, Oncor wishes to avoid the expense Oncor would incur if it were required to cancel/rebill prior bills or invoices to the Town or to the Town’s retail electric provider(s).

NOW, THEREFORE, in order to fully and finally resolve all disputes and claims arising out of or related to the billings by Oncor, Oncor’s predecessors in interest, the Town’s retail electric providers, and the affiliated companies of each, for electricity consumed by the Street Lights, and for the mutual covenants set forth in this Agreement, the adequacy and sufficiency of which is acknowledged, Oncor and the Town agree as follows:

1. PAYMENT TO THE TOWN

No later than 30 days after the latest signature date set below, Oncor will pay the Town the sum of \$4,761.89.

2. RELEASE OF ONCOR AND ITS AFFILIATES, AND OF RETAIL ELECTRIC PROVIDERS WHO PROVIDED STREET LIGHT SERVICE TO THE TOWN

The Town, on behalf of itself and its successors and assigns and any and all persons, entities or municipalities claiming by, through or under them, hereby **RELEASES, DISCHARGES AND ACQUITS**, forever and for all purposes, Oncor, its predecessors in interest, and each of their respective agents, employees, officers, directors, shareholders, partners, insurers, attorneys, legal representatives, successors, and assigns, as well as all affiliated companies, including TXU Energy Company LLC and its subsidiaries, as well as all retail electric providers from whom the Town has taken retail electric service, from and against any and all liability which they now have, have had, or may have, and all past, present and future actions, causes of action, claims, demands, damages, costs, expenses, compensation, losses, and fees of any kind or nature whatsoever, whether known or unknown, fixed or contingent, in law or in equity, whether asserted or unasserted, whether now existing or accruing in the future, arising out of or related to the calculation, reporting, billing or invoicing of charges to the Town for electric service for Street Lights through July 10, 2014.

3. AGREEMENT AS TO ACCURACY OF CURRENT STREET LIGHT BILLING INFORMATION

Town does not dispute and agrees not to dispute that the current Street Light billing information being used by Oncor for the Town's Street Lights, including but not limited to the number, types and sizes of Street Lights, as detailed on Attachment A, is accurate.

4. WARRANTY AS TO AUTHORITY

Oncor and the Town each warrant that the person executing this Agreement on their behalf has the authority to bind the entity for whom such person signs this Agreement.

5. MISCELLANEOUS PROVISIONS

A. The parties acknowledge and agree that the terms of this Agreement are all contractual and not mere recitals.

B. The parties acknowledge that they have read this Agreement in its entirety, understand its terms, and that this Agreement is entered into voluntarily, without duress, and with full knowledge of its legal significance.

C. This Agreement may not be modified in any manner, nor may any rights provided for herein be waived, except in an instrument in writing signed by each party.

D. This Agreement shall be construed in accordance with the laws of the State of Texas.

E. This Agreement, and any amendment hereto, may be executed in one or more counterparts. All of such counterparts shall constitute one and the same agreement. The parties expressly agree that any counterparts signed and delivered by electronic copy or facsimile shall be deemed original documents and shall legally bind the parties to the same extent as originals.

IN WITNESS THEREOF, each party, by its duly authorized representative, has executed this Agreement as of the applicable date set forth below, and by such execution, giving the Agreement full force and effect as of the Effective Date.

ONCOR ELECTRIC DELIVERY COMPANY LLC

By: _____

Its: Vice President

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2014, by _____, of Oncor Electric Delivery Company LLC, on behalf of said entity.

Notary Public, State of Texas

THE TOWN OF PROSPER, TEXAS

By: _____

Its: Town Manager

STATE OF TEXAS §

COUNTY OF _____ §

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

Notary Public, State of Texas

ATTACHMENT A**TOWN OF PROSPER
STREET LIGHTING BILLING TABLE AS OF JULY 10, 2014**

Account	Description	Count	Last Run	Wattage	Type	Schedule
6003181	PROSPER, TOWN OF (100,HP,A)	105	07/10/2014	100	HP	A
9095601	PROSPER, TOWN OF (150,MH,A)	69	07/10/2014	150	MH	A
8388584	PROSPER, TOWN OF (175,MH,A)	104	07/10/2014	175	MH	A
4392556	PROSPER, TOWN OF (175,MV,A)	30	07/10/2014	175	MV	A
8926310	PROSPER, TOWN OF (250,MH,A)	1	07/10/2014	250	MH	A
9223817	PROSPER, TOWN OF (400,HP,A)	8	07/10/2014	400	HP	A
4392587	PROSPER, TOWN OF (400,MV,A)	1	07/10/2014	400	MV	A



LIBRARY

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 23, 2014

Agenda Item:

Consider and act upon an ordinance repealing Section 1.04.001 “Time limit for speaking at certain meetings” of Article 1.04 “Boards, Commissions and Committees” of Chapter 1 “General Provisions” of the Town’s Code of Ordinances and replacing it with a new Division 1, entitled “Library Board” to provide Library Board’s number of members, terms of office, vacancies, selection of Chair and Vice-Chair, meetings, and power and authority.

Description of Agenda Item:

At the June 10, 2014, Town Council meeting, the Town Council approved a resolution approving Bylaws for the Prosper Library Board which added two additional members to the Library Board, for a total of seven members to be consistent with other Town Boards and Commissions. The seven members did not include a representative from the Prosper Independent School District and since the Prosper Community Library is currently located inside the Reynolds Middle School Library, the Town Council requested that the adopted Bylaws be amended to add an additional non-voting member to the Library Board. The Prosper Independent School District (PISD) will appoint the non-voting member to the Library Board to serve as a liaison between the Library Board and the PISD.

The proposed ordinance also provides for the codification of the provisions related to the Library Board, which are currently found in the Library Board Bylaws, and to place the Library Board’s powers and authority into the Town’s Code of Ordinances.

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

Town Staff Recommendation:

Town staff recommends that the Town Council approve an ordinance repealing Section 1.04.001 “Time limit for speaking at certain meetings” of Article 1.04 “Boards, Commissions and Committees” of Chapter 1 “General Provisions” of the Town’s Code of Ordinances and replacing it with a new Division 1, entitled “Library Board” to provide Library Board’s number of members, terms of office, vacancies, selection of Chair and Vice-Chair, meetings, and power and authority.

Proposed Motion:

I move to approve an ordinance repealing Section 1.04.001 “Time limit for speaking at certain meetings” of Article 1.04 “Boards, Commissions and Committees” of Chapter 1 “General Provisions” of the Town’s Code of Ordinances and replacing it with a new Division 1, entitled “Library Board” to provide Library Board’s number of members, terms of office, vacancies, selection of Chair and Vice-Chair, meetings, and power and authority.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 14-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, REPEALING EXISTING SECTION 1.04.001, "TIME LIMIT FOR SPEAKING AT CERTAIN MEETINGS" OF ARTICLE 1.04, "BOARDS, COMMISSIONS AND COMMITTEES," OF CHAPTER 1, "GENERAL PROVISIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, AND REPLACING IT WITH A NEW DIVISION 1, ENTITLED "LIBRARY BOARD" OF SAID ARTICLE AND CHAPTER; GENERALLY PROVIDING FOR THE LIBRARY BOARD'S NUMBER OF MEMBERS, TERMS OF OFFICE, VACANCIES, SELECTION OF CHAIR AND VICE-CHAIR, MEETINGS, AND POWER AND AUTHORITY, AMONG OTHERS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, in the past the Town Council of the Town of Prosper, Texas ("Town Council"), previously has appointed members to the Library Board ("Board"), and approved Bylaws related to said Board; and

WHEREAS, recently the Board has requested to clarify its adopted Bylaws and wishes to provide for a Prosper Independent School District-selected, non-voting member who shall act as a liaison between the Board and the School District; and

WHEREAS, the Town Council has determined that the additional non-voting member would be of benefit to both the Town and the Prosper Independent School District, and fully supports the creation of such a position; and

WHEREAS, it is the desire of the Town Council to provide for the codification of the provisions related to the Board, which provisions now are found in the Board's Bylaws, and to place said Board in a status similar to other Town boards and commissions; and

WHEREAS, the Town Council further has determined that the Board's powers and authority should be clear, and contained in the Town's Code of Ordinances, which Code is readily available to the public.

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 Section 1.04.001, "Time limits for speaking at certain meetings," of Article 1.04, "Boards, Commissions and Committees," of Chapter 1, "General Provisions," of the Town's Code of Ordinances is hereby repealed in its entirety and replaced with a new Division 1, "Library Board," of said article and chapter, and to read as follows:

- (4) A vacancy of the office of Vice-Chair shall be filled for the unexpired term by special election of the Board.
- (5) The Chair shall preside at all meetings; represent the Library Board at public functions of the Town of Prosper and at events such as special Library events, local, state, or national advocacy activities for the Library or for local, state, or national association activities; appoint standing, special, or ad hoc committees; assist the Library Director in establishing the agenda for each meeting (agenda items requested by any Library Board member will be included); and act as liaison with the Town Council regarding library issues.
- (6) The Vice-Chair shall assist the Chair in directing the affairs of the Library Board and act in the Chair's absence; and serve as Chair of ad hoc or special committees or projects such as Chair of an advocacy initiative.

(c) A simple majority of the regular members shall constitute a quorum at all meetings of the Library Board. If a quorum is not present, the meeting shall be cancelled. All questions presented for a vote of the Library Board shall be decided by a simple majority of the quorum, including the vote of the Chair. Robert's Rules of Order, Newly Revised, shall govern the parliamentary procedure of the Library Board in all cases to which they are applicable.

Sec. 1.04.005 Meetings

The regular meeting of the Library Board shall be held monthly, at a time designated by the Library Board, in the Library or such other place the Library Board may determine and at such other times as the Library Board, Town Council, and/or the Library Director deem necessary and appropriate. All meetings shall be held in a public place with public notice as prescribed by law.

Sec. 1.04.006 Absences

Library Board regular members are expected to maintain regular attendance at meetings in accordance with the attendance policy established by the Town Charter and the Board and Commission Appointment Policies and Procedures.

Sec. 1.04.007 Powers and authority

Library Board members provide opinion, support, and expertise as needed, but do not have governing authority. Library Board members shall:

- (1) Provide advice and counsel to the Library Director, Executive Director of Development and Community Services, the Town Manager, and the Town Council, as requested, in matters relating to the services rendered by the Library.
- (2) Study the need for, and encourage the development of, adequate Library facilities.
- (3) Recommend general policies of Library service for approval by the Town Council.
- (4) Recommend to the Town Council suggested programs for the development of Library facilities and necessary financial support for those facilities.
- (5) Receive, in the name of and for the Town, donations, gifts, and bequests whether of land, money, securities, books, and manuscripts, collections of historical

nature or materials, or local historical relics to be devoted to Library uses or purposes.

- (6) Make any recommendations to the Town Council regarding Library matters that it deems advisable.
- (7) Assist in strategic planning.
- (8) The Library Board shall develop for Town Council review the rules and regulations as may be prescribed by the Town Council for the conduct of its business.
- (9) Encourage in every possible way the development and advancement of the public library at local, regional, state, and national levels.
- (10) Participate in advocacy initiatives including, but not limited to, local issues, including funding issues and requests, state advocacy activities, and federal advocacy initiatives.

Division 2. Reserved”

SECTION 3

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

SECTION 4

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

SECTION 5

This Ordinance shall become effective from and after its adoption and publication as required by law.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 23rd DAY OF SEPTEMBER, 2014.

ATTEST:

Ray Smith, Mayor

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



PARKS & RECREATION

To: Mayor and Town Council

From: Will Mitchell, M.S., CPRP, Parks and Recreation Manager

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – September 23, 2014

Agenda Item:

Consider and act upon an ordinance repealing Section 1.09.082 “Number of members,” Section 1.09.085 “Chair/vice-chair/secretary/quorum,” and Section 1.09.088 “Powers and authority” of Division 3 “Parks and Recreation Board” of Article 1.09 “Parks and Recreation” of Chapter 1 “General Provisions” of the Town’s Code of Ordinances and replacing said sections with a new Section 1.09.082 “Number of members,” Section 1.09.085 “Chair/vice-chair/quorum,” and Section 1.09.088 “Powers and authority,” regarding residency requirements for the members of the Parks and Recreation Board, selection of Chair and Vice-Chair, and powers and authority.

Description of Agenda Item:

In 2005, the Town Council adopted Ordinance No. 05-87 establishing the Parks and Recreation Board. The Ordinance states that the Board shall be comprised of a Chair, Vice-Chair, and Secretary and requires the Town Council appoint the Chair and Vice-Chair of the Board. It has been determined that the role of the Secretary can effectively be accomplished by the Chair and/or Vice-Chair; therefore, Town staff recommends removal of the Secretary from the Board. In order to create a more efficient appointment process for a Chair and Vice-Chair of the Board, Town staff recommends that the appointment be determined by a majority vote of the Board, as opposed to appointment by Town Council. Additionally, congruent with other policies and practices Town board and commission members should either live in the Town, or within the extraterritorial jurisdiction of the Town.

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.

Town Staff Recommendation:

Town staff recommends that the Town Council approve an ordinance amending Section 1.09.082 “Number of members,” Section 1.09.085 “Chair/vice-chair/secretary/quorum,” and Section 1.09.088 “Powers and authority” of Division 3 “Parks and Recreation Board” of Article 1.09 “Parks and Recreation” of Chapter 1 “General Provisions” of the Town’s Code of

Ordinances and replacing said sections with a new Section 1.09.082 “Number of members,” Section 1.09.085 “Chair/vice-chair/quorum,” and Section 1.09.088 “Powers and authority,” regarding residency requirements for the members of the Parks and Recreation Board, selection of Chair and Vice-Chair, and powers and authority.

Proposed Motion:

I move to approve an ordinance amending Section 1.09.082 “Number of members,” Section 1.09.085 “Chair/vice-chair/secretary/quorum,” and Section 1.09.088 “Powers and authority” of Division 3 “Parks and Recreation Board” of Article 1.09 “Parks and Recreation” of Chapter 1 “General Provisions” of the Town’s Code of Ordinances and replacing said sections with a new Section 1.09.082 “Number of members,” Section 1.09.085 “Chair/vice-chair/quorum,” and Section 1.09.088 “Powers and authority,” regarding residency requirements for the members of the Parks and Recreation Board, selection of Chair and Vice-Chair, and powers and authority.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 14-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, REPEALING EXISTING SECTION 1.09.082, "NUMBER OF MEMBERS," SECTION 1.09.085, "CHAIR/VICE-CHAIR/SECRETARY/QUORUM," AND SECTION 1.09.088, "POWER AND AUTHORITY," OF DIVISION 3, "PARKS AND RECREATION BOARD," OF ARTICLE 1.09, "PARKS AND RECREATION," OF CHAPTER 1, "GENERAL PROVISIONS," OF THE TOWN'S CODE OF ORDINANCES AND REPLACING SAID SECTIONS WITH A NEW SECTION 1.09.082, "NUMBER OF MEMBERS," SECTION 1.09.085, "CHAIR/VICE-CHAIR/QUORUM," AND SECTION 1.09.088, "POWERS AND AUTHORITY," REGARDING RESIDENCY REQUIREMENTS FOR MEMBERS OF THE PARKS AND RECREATION BOARD, THE APPOINTMENT OF THE CHAIR AND VICE-CHAIR OF THE PARKS AND RECREATION BOARD, AND THE POWER AND DUTIES OF THE PARKS AND RECREATION BOARD, RESPECTIVELY; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the Town Council of the Town of Prosper, Texas ("Town Council"), previously has provided for the creation of the Parks and Recreation Board ("Board"), requirements for membership on the Board, the appointment of officers of the Board, and the duties of the Board; and

WHEREAS, consistent with other Town policies and practices, it has been determined by the Town Council that Town board and commission members should either live in the Town, or within the extraterritorial jurisdiction of the Town; and

WHEREAS, the Town Council also has determined that the role and function of the Board Secretary can be effectively accomplished by the Chair and/or Vice-Chair of the Board; and

WHEREAS, the Town Council additionally has determined that the appointment of the Board Chair and Vice-Chair should be determined by a majority vote of the Board; and

WHEREAS, the Town Council further has determined that the Board's powers and authority should be clarified to be consistent with the actual powers and authority presently exercised by the Board.

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 Section 1.09.082, "Number of Members," Section 1.09.085, "Chair/Vice-Chair/Secretary," and Section 1.09.088, "Powers

and Authority,” of Division 3, “Parks and Recreation Board,” of Article 1.09, “Parks and Recreation,” of Chapter 1, “General Provisions,” of the Town’s Code of Ordinances and are hereby repealed in their entirety and replaced with a new Section 1.09.082, “Number of Members” and a new Section 1.09.085, “Chair/Vice-Chair/Quorum,” to read as follows:

“Sec. 1.09.082 Number of Members

(a) The Parks and Recreation Board shall be composed of seven (7) members appointed by the Town Council. Members of the Parks and Recreation Board shall be a resident of the Town or reside within the Town’s extraterritorial jurisdiction.

(b) The members shall serve at the pleasure of the Town Council and may be removed at the discretion of the Town Council.

* * *

Sec. 1.09.085 Chair/Vice-Chair/Quorum

The Parks and Recreation Board shall have a Chair and Vice-Chair whose terms shall be one (1) year. At the first scheduled meeting of the Board in October of each year, or as soon as practicable, the first item of business shall be the selection of the Board’s Chair and Vice-Chair. The Chair and Vice-Chair shall be appointed by a majority vote of the Board. Four (4) members of the parks and recreation board shall constitute a quorum for transaction of business.

- (1) The Chair shall preside over meetings and shall be entitled to vote upon each issue.
- (2) The Vice-Chair shall assist the Chair in directing the affairs of the Parks and Recreation Board. In the absence of the Chair, the Vice-Chair shall assume all duties of the Chair.
- (3) The Director of Parks and Recreation, if appointed, shall be an ex-officio member of the Parks and Recreation Board, with the responsibility to participate in discussions but without the right to vote.

* * *

Sec. 1.09.088 Powers and Authority

The Board shall have the following powers and perform the following duties:

- (1) Provide advice and counsel to the Parks and Recreation Department, the Executive Director of Development and Community Services, the Town Manager, and the Town Council, as requested, in matters relating to the Town’s parks and the recreation services provided by the Town.
- (2) Study the need for, and encourage the development of, adequate parks and recreation facilities.
- (3) Recommend policies for parks and recreational services provided by the Town, subject to approval by the Town Council.

- (4) Recommend to the Town Council suggested programs for the development of park and recreational facilities and recommended financial support for those facilities.
- (5) Make any recommendations to the Town Council regarding parks and recreation matters that it deems advisable.
- (6) Assist in strategic planning.
- (7) Encourage the development and advancement of the Town's parks and recreational services."

SECTION 3

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

SECTION 4

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

SECTION 5

This Ordinance shall become effective from and after its adoption and publication as required by law.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 23rd DAY OF SEPTEMBER, 2014.

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



PLANNING

To: Mayor and Town Council
From: Alex Glushko, AICP, Senior Planner
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – September 23, 2014

Agenda Item:

Consider and act upon an ordinance amending Section 3.02.010 "Officers" of Article 3.02 "Construction Board of Appeals" of Chapter 3 "Building Regulations" of the Town's Code of Ordinances, regarding the composition and appointment of Board members.

Description of Agenda Item:

In 2005, the Town Council adopted Ordinance No. 05-39 establishing the Construction Board of Appeals. The ordinance states that the officers of the Board shall be a Chair, Vice-Chair, and Secretary, and further requires the Town Council to appoint the Chair and Vice-Chair of the Board. It has been determined that the role of the Secretary effectively can be accomplished by the Chair and/or Vice-Chair, and therefore, Town staff recommends the removal of the Secretary position as an officer of the Board. Additionally, in order to be more consistent with other Town Boards and Commissions, and to create a more efficient appointment process for a Chair and Vice-Chair of the Board, Town staff recommends that the Chair and Vice-Chair be selected by a majority vote of the Board, as opposed to appointment of the Chair and Vice-Chair by the Town Council.

Legal Obligations and Review:

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

Attached Documents:

1. Proposed ordinance.

Town Staff Recommendation:

Town staff recommends that the Town Council adopt an ordinance amending Section 3.02.010 "Officers" of Article 3.02 "Construction Board of Appeals" of Chapter 3 "Building Regulations" of the Town's Code of Ordinances by amending the appointment process of the officers to the Construction Board of Appeals.

Proposed Motion:

I move to approve an ordinance amending Section 3.02.010 "Officers" of Article 3.02 "Construction Board of Appeals" of Chapter 3 "Building Regulations" of the Town's Code of Ordinances by amending the appointment process of the officers to the Construction Board of Appeals.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 14-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING SECTION 3.02.010, "OFFICERS," OF ARTICLE 3.02, "CONSTRUCTION BOARD OF APPEALS," OF CHAPTER 3, "BUILDING REGULATIONS," OF THE TOWN'S CODE OF ORDINANCES REGARDING THE COMPOSITION OF THE BOARD AND THE APPOINTMENT OF THE CHAIR AND VICE-CHAIR OF THE CONSTRUCTION BOARD OF APPEALS; PROVIDING FOR THE DESIGNATION OF OFFICERS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the Town Council of the Town of Prosper, Texas ("Town Council"), adopted Ordinance No. 05-39 on or about June 14, 2005, which Ordinance provided, in part, for the composition of Board members and the appointment of a Chair and Vice-Chair of the Construction Board of Appeals ("Board"); and

WHEREAS, the Town Council has determined that the role and function of the Board Secretary can be effectively accomplished by the Chair and/or Vice-Chair of the Board; and

WHEREAS, the Town Council also has determined that the appointment of the Board Chair and Vice-Chair should be determined by a majority vote of the Board.

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, Section 3.02.010, "Officers," of Article 3.02, "Construction Board of Appeals," of Chapter 3, "Building Regulations," of the Town's Code of Ordinances is hereby amended to read as follows:

"Sec. 3.02.010 Officers

The Board shall have a Chair and a Vice-Chair whose terms shall be one (1) year. The Chair and Vice-Chair shall be selected by a majority vote of the Construction Board of Appeals. The Chair shall preside over meetings and shall be entitled to vote upon each issue. The Vice-Chair shall assist the Chair in directing the affairs of the Board. In the absence of the Chair, the Vice-Chair shall assume the duties of the Chair. The Chair and/or Vice-Chair shall keep the Minutes of all meetings and may accept the assistance of Town personnel in taking and transcribing minutes."

SECTION 3

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

SECTION 4

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

SECTION 5

This Ordinance shall become effective from and after its adoption and publication as required by law.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 23rd DAY OF SEPTEMBER, 2014.

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



PLANNING

To: Mayor and Town Council

From: Alex Glushko, AICP, Senior Planner

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – September 23, 2014

Agenda Item:

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.

Description of Agenda Item:

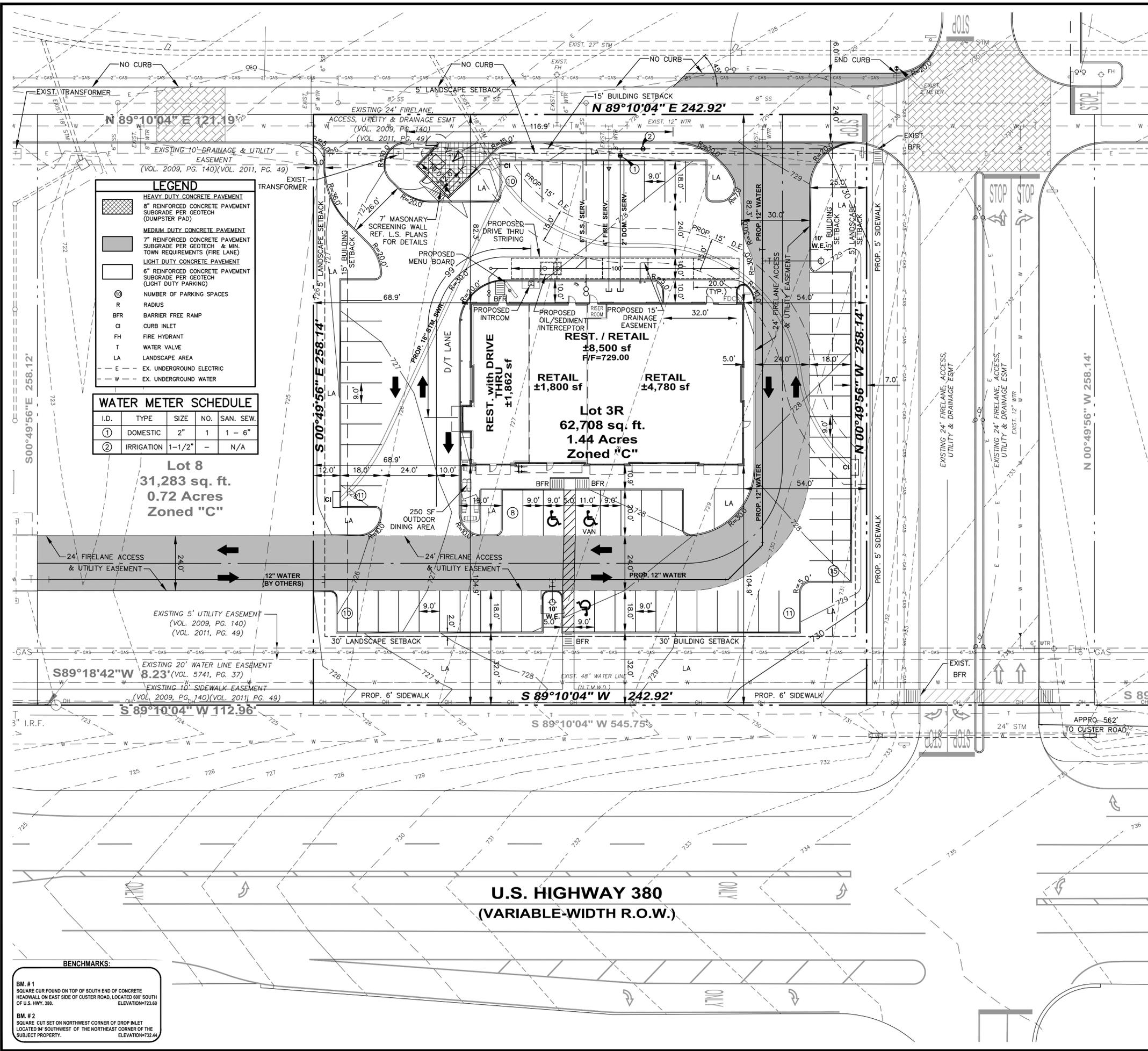
Attached are the site plans and/or preliminary site plans acted on by the Planning & Zoning Commission at their September 16, 2014, meeting. Per the Town's Zoning Ordinance, the Town Council has the ability to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any site plan or preliminary site plan acted on by the Planning & Zoning Commission.

Attached Documents:

1. Site plan for Prosper Retail.
2. Site plan for One Plus Realty.
3. Site plan for Tuscan Town Square.

Town Staff Recommendation:

Town staff recommends that the Town Council take no action on this item.



TOCS
1-800-245-4545
txictok@t-call.com

GRAPHIC SCALE IN FEET
1" = 20'

LEGEND

HEAVY DUTY CONCRETE PAVEMENT
8" REINFORCED CONCRETE PAVEMENT SUBGRADE PER GEOTECH (DUMPSTER PAD)

MEDIUM DUTY CONCRETE PAVEMENT
7" REINFORCED CONCRETE PAVEMENT SUBGRADE PER GEOTECH & MIN. TOWN REQUIREMENTS (FIRE LANE)

LIGHT DUTY CONCRETE PAVEMENT
6" REINFORCED CONCRETE PAVEMENT SUBGRADE PER GEOTECH (LIGHT DUTY PARKING)

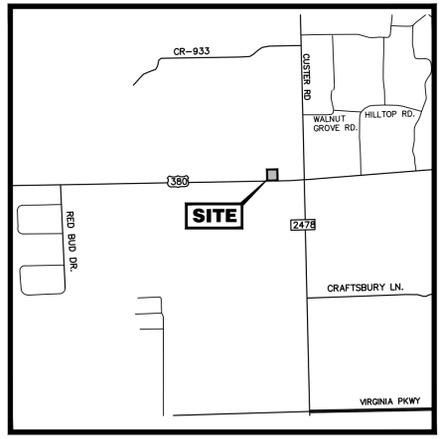
⊙ NUMBER OF PARKING SPACES
R RADIUS
BFR BARRIER FREE RAMP
CI CURB INLET
FH FIRE HYDRANT
T WATER VALVE
LA LANDSCAPE AREA
-E- EX. UNDERGROUND ELECTRIC
-W- EX. UNDERGROUND WATER

WATER METER SCHEDULE

I.D.	TYPE	SIZE	NO.	SAN. SEW.
①	DOMESTIC	2"	1	1 - 6"
②	IRRIGATION	1-1/2"	-	N/A

Lot 8
31,283 sq. ft.
0.72 Acres
Zoned "C"

Lot 3R
62,708 sq. ft.
1.44 Acres
Zoned "C"



SITE PLAN NOTES

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

SITE DATA SUMMARY

ZONING:	"C"	PROPOSED USE:	RETAIL / RESTAURANT
LOT AREA:	62,708 sf	1.44 Ac.	
BUILDING GROSS AREA:	8,400 sf	STORIES:	HEIGHT:
		1	26'-0"
LOT COVERAGE:	13.4%		
FLOOR AREA RATIO:	0.13:1		
PARKING SPACES REQUIRED RATIO	REQUIRED	PROVIDED	
1 / 250 sf RETAIL (6,580 sf)	27		
1 / 100 sf RESTAURANT W/ DRIVE THRU (2,112 sf)	22		
TOTAL PARKING SPACES:	49	65	
HANDICAP PARKING:	3	3	
HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS			
LANDSCAPE AREA (15 SF PER PARKING SPACE):	REQUIRED	PROVIDED	
	990 sf	1,588 sf	
USEABLE OPEN SPACE (MIN. 7%)	REQUIRED	PROVIDED	
	4,390 sf	4,630 sf	
IMPERVIOUS AREA:		48,045 sf	

SITE PLAN
PROSPER RETAIL
BLOCK A, LOT 3R
1.44 ACRES
SITUATED IN THE
JEREMIAH HORN SURVEY, ABSTRACT NO. 411
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

OWNER / APPLICANT:
Rosebriar Prosper Plaza, L.P.
P.O. Box 541208
Dallas, Texas 75354
Tel. No. (214) 902-2287
Contact: William R. Hanks

CIVIL ENGINEER:
RKM & Associates, Inc.
1700 Alma Drive, Suite 227
Plano, Texas 75075
Tel. No. (469) 361-1416
Fax (972) 361-2485
Contact: Joshua A. Lincoln, P.E.

September 09, 2014

PROSPER RETAIL LOT 3R
TOWN OF PROSPER, TEXAS

SITE PLAN

Scale: 1" = 20'
Designed by: JAL
Drawn by: BBP
Checked by: RKM
Date: September 09, 2014
Project No. 1048-004

SHEET
3
OF 12

PRELIMINARY
FOR REVIEW ONLY
Not for Construction
RKM & Associates, Inc.
Firm No. 9775
Engineer: JOSHUA A. LINCOLN
P.E. No. 114389 Date: 09/09/2014

RKM & Associates, Inc.
Civil Engineers and Consultants
Plano, Texas 75075
Phone (469) 361-2485
Fax (469) 361-1416
www.rkmac.com
Copyright © 2014 Firm No. 112775

PROSPER RETAIL - LOT 3R - TOWN OF PROSPER, TEXAS - RKM PROJECT NO. 1048-004

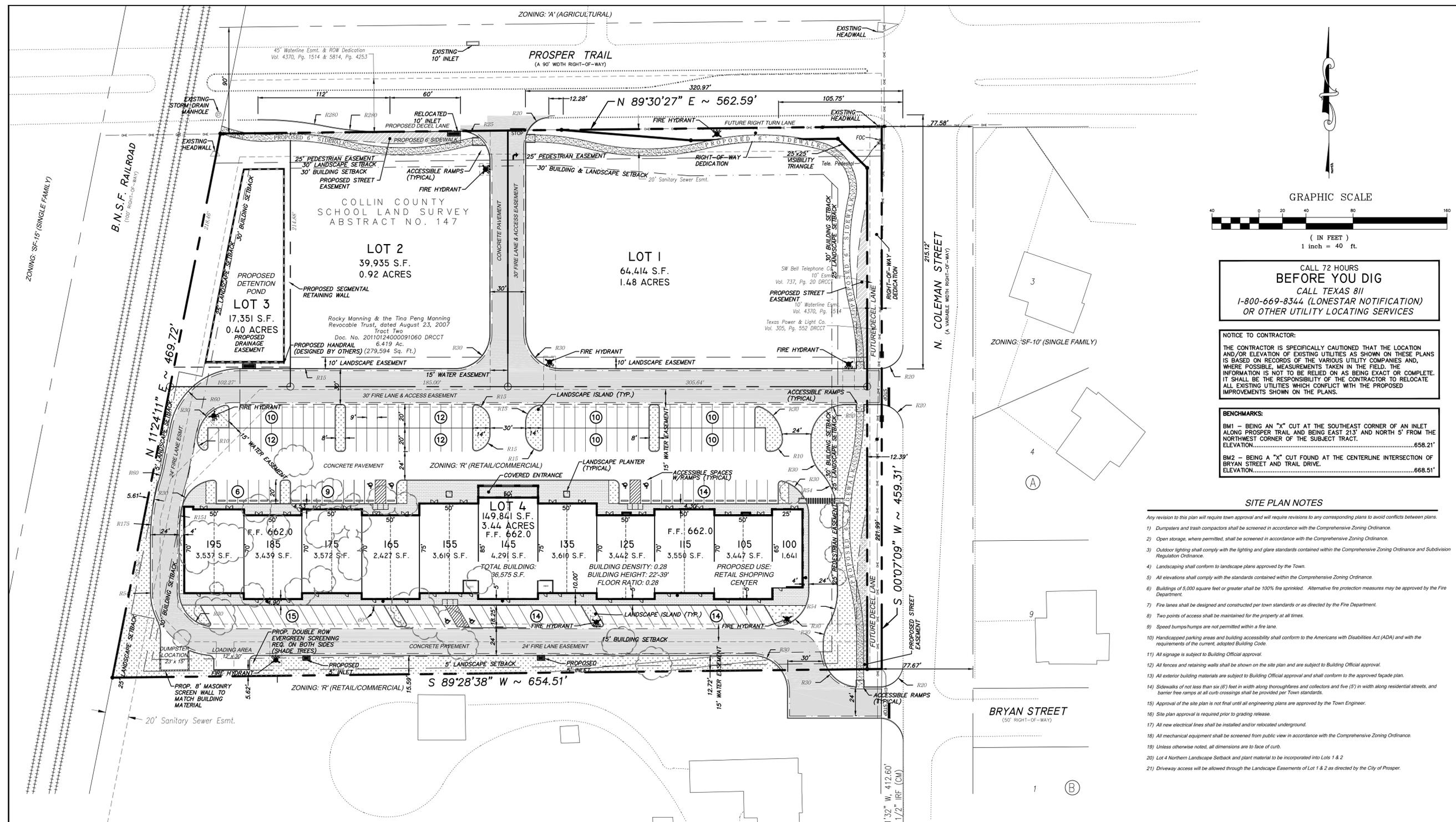
NO.	DATE	REVISIONS	COMMENTS

Tuscan Town
Square of Prosper
Lots 1-4, Block 1

Final Site Plan

SCALE: 1" = 40'

DRAWN BY:	FDC
DESIGNED BY:	FDC
CHECKED BY:	BAB
PROJECT NO.:	2013036
DATE:	September 2014
SHEET:	6 OF 32



CALL 72 HOURS BEFORE YOU DIG
CALL TEXAS 811
1-800-669-8344 (LONESTAR NOTIFICATION)
OR OTHER UTILITY LOCATING SERVICES

NOTICE TO CONTRACTOR:
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

BENCHMARKS:
BM1 - BEING AN "X" CUT AT THE SOUTHEAST CORNER OF AN INLET ALONG PROSPER TRAIL, AND BEING EAST 21.3' AND NORTH 5' FROM THE NORTHWEST CORNER OF THE SUBJECT TRACT. ELEVATION.....658.21'
BM2 - BEING AN "X" CUT FOUND AT THE CENTERLINE INTERSECTION OF BRYAN STREET AND TRAIL DRIVE. ELEVATION.....668.51'

- SITE PLAN NOTES**
- Any revision to this plan will require town approval and will require revisions to any corresponding plans to avoid conflicts between plans.
- Dumpsters and trash compactors shall be screened in accordance with the Comprehensive Zoning Ordinance.
 - Open storage, where permitted, shall be screened in accordance with the Comprehensive Zoning Ordinance.
 - Outdoor lighting shall comply with the lighting and glare standards contained within the Comprehensive Zoning Ordinance and Subdivision Regulation Ordinance.
 - Landscaping shall conform to landscape plans approved by the Town.
 - All elevations shall comply with the standards contained within the Comprehensive Zoning Ordinance.
 - Buildings of 5,000 square feet or greater shall be 100% fire sprinkled. Alternative fire protection measures may be approved by the Fire Department.
 - Fire lanes shall be designed and constructed per town standards or as directed by the Fire Department.
 - Two points of access shall be maintained for the property at all times.
 - Speed bumps/rumps are not permitted within a fire lane.
 - Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.
 - All signage is subject to Building Official approval.
 - All fences and retaining walls shall be shown on the site plan and are subject to Building Official approval.
 - All exterior building materials are subject to Building Official approval and shall conform to the approved facade plan.
 - Sidewalks of not less than six (6) feet in width along thoroughfares and collectors and five (5) feet in width along residential streets, and barrier free ramps at all curb crossings shall be provided per Town standards.
 - Approval of the site plan is not final until all engineering plans are approved by the Town Engineer.
 - Site plan approval is required prior to grading release.
 - All new electrical lines shall be installed and/or relocated underground.
 - All mechanical equipment shall be screened from public view in accordance with the Comprehensive Zoning Ordinance.
 - Unless otherwise noted, all dimensions are to face of curb.
 - Lot 4 Northern Landscape Setback and plant material to be incorporated into Lots 1 & 2
 - Driveway access will be allowed through the Landscape Easements of Lot 1 & 2 as directed by the City of Prosper.

SITE DATA SUMMARY TABLE

	LOT 4	
	REQUIRED	PROPOSED
ZONING	'R'	'R'
LOT AREA	-	149,841 S.F. (3.44 A.C.)
BUILDING AREA	-	36,575 S.F.
BUILDING HEIGHT	40' MAX	22'-39'
IMPERVIOUS AREA:	-	127,346 S.F.
OPEN SPACE	10,489 S.F. (7% MIN.)	11,077 S.F. (7.45%)
INTERIOR LANDSCAPING	2,385 S.F. (15 SF x # spaces)	4,168 S.F.
TOTAL PARKING-37,572 S.F. FLOOR AREA	147 (1/250 S.F.)	158
ACCESSIBLE PARKING	(6)	(6)

PREPARED BY:
EVOLVING TEXAS
420 THROCKMORTON, STE 930
FORT WORTH, TX 76102
PHONE: (817) 529-2700
FAX: (817) 529-2709

APPLICANT/OWNER:
CROSS MAC INVESTMENTS, LLC
3300 MARKET STREET
ROGERS, ARKANSAS 72758
CHRISTOPHER CROSSLAND MM
PHONE: (479) 903-0433

LEGEND

- PROPOSED FIRE LANE EASEMENT
- PROPOSED STREET EASEMENT
- CONCRETE (REF: ARCH. PLANS)
- SIDEWALKS
- LANDSCAPE AREA
- PAVEMENT MARKING (YELLOW STRIPING)
- FIRELANE (RED STRIPING)
- CURBED PAVING EDGE
- NO CURB PAVING EDGE
- EXISTING PAVEMENT
- EXISTING NATIVE CEDAR TREE (to be removed & replaced)
- FIBER OPTIC CABLE (FOC)



PLANNING

To: Mayor and Town Council

From: Alex Glushko, AICP, Senior Planner

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – September 23, 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).

History:

At the September 9, 2014, Town Council meeting, this item was tabled to allow the applicant an opportunity to revise the application to align the proposed PD-SF-10 development standards with the straight SF-10 District development standards, specifically regarding minimum lot area and side yard setback. The applicant has revised their request to provide development standards more consistent with the straight SF-10 District, as shown on the comparison table on page 2 of the staff report.

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 proposed PD-SF-10 District allows for the development of single-family lots on the property generally in accordance with the straight SF-10 District, with the exception of the minimum lot depth and minimum dwelling area requirements. The PD-SF-10 regulations are attached. Town staff has compared the proposed PD-SF-10 development standards to the straight SF-10 District development standards in the following table:

	Proposed PD-SF-10	Straight SF-10
Min. Lot Area	10,000 square feet	10,000 square feet
Min. Lot Width	80 feet, 70 feet on cul-de-sacs and/or elbows, and the minimum street frontage for all lots at the front property line shall be 40 feet	80 feet
Min. Lot Depth	120 feet, 110 feet on cul-de-sacs and/or elbows	125 feet
Min. Dwelling Area	2,500 square feet	1,800 square feet
Front Yard Setback	25 feet	25 feet
Side Yard Setback	8 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

The following are the proposed development standards that exceed the Town's minimum standards:

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. *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.

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 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 and bike trails have been shown conceptually on Exhibit D. Any future park sites and hike and 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

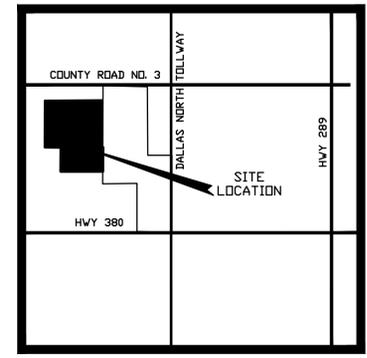
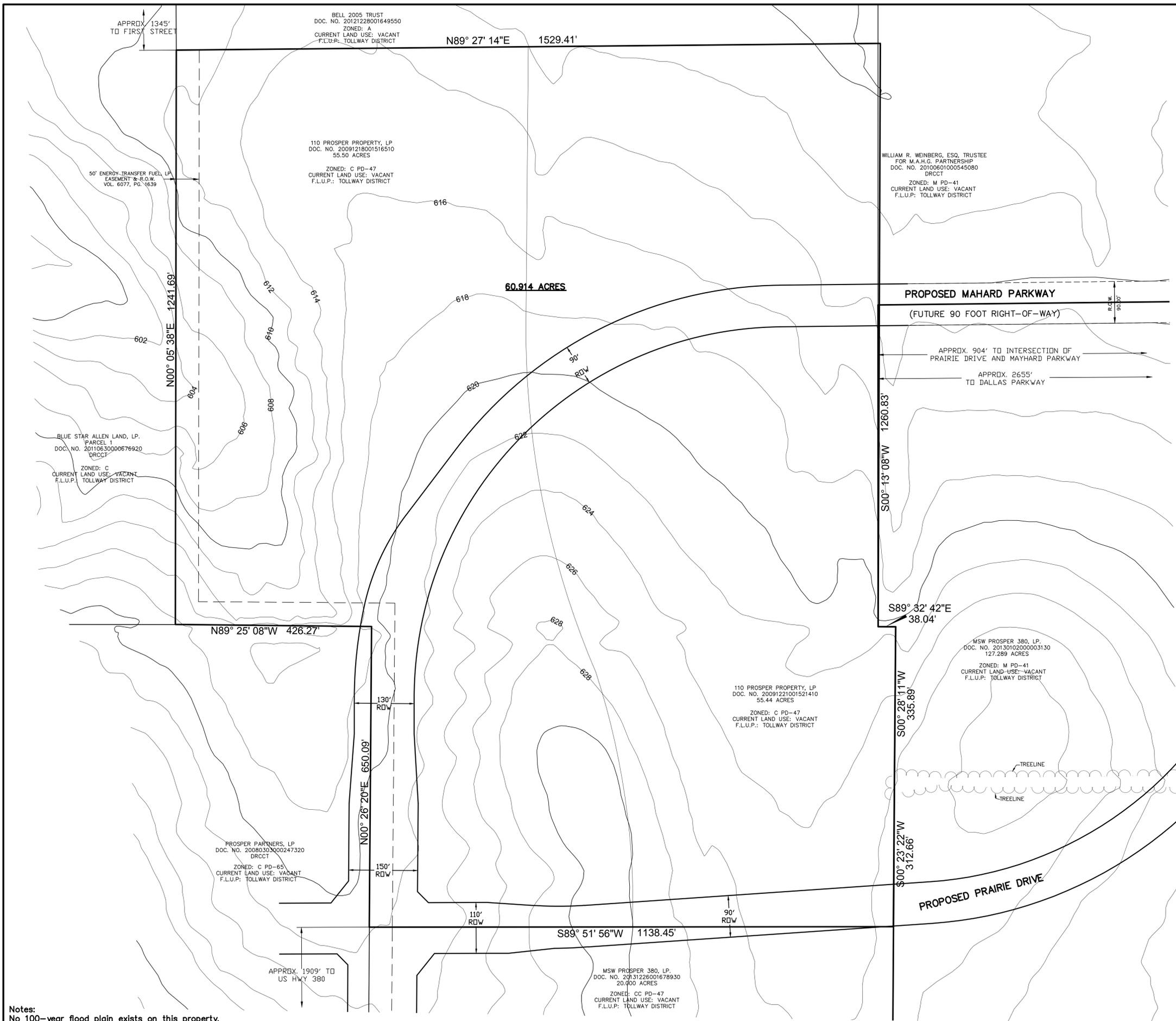
first sentence of Exhibit C to read “as it exists, or may be amended.” Since the Planning & Zoning Commission meeting, the applicant has revised Exhibit C per the Commission’s recommendation.

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±

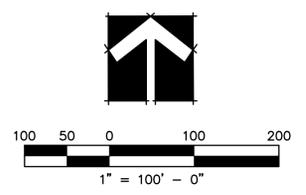


EXHIBIT A: Z14-0013

WINDRIDGE

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

JBI 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 September 11, 2014
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
WINDRIDGE
STATEMENT OF INTENT AND PURPOSE

Windridge 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
WINDRIDGE (#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 Windridge community shall take place in general accordance with Exhibit D.
- 1.02 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.
- 1.03 The open spaces and detention areas shown on the Concept Plan shall be landscaped and maintained by the Homeowners Association.

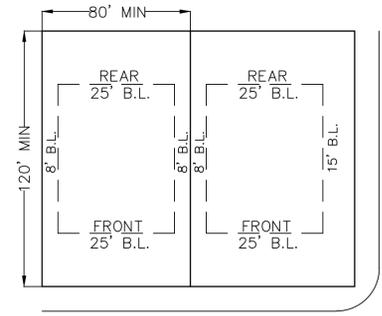
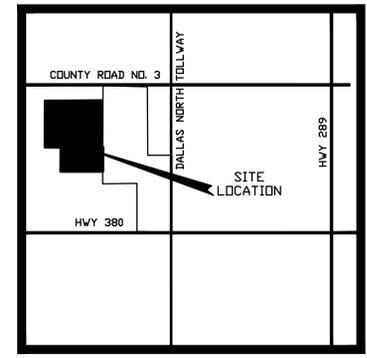
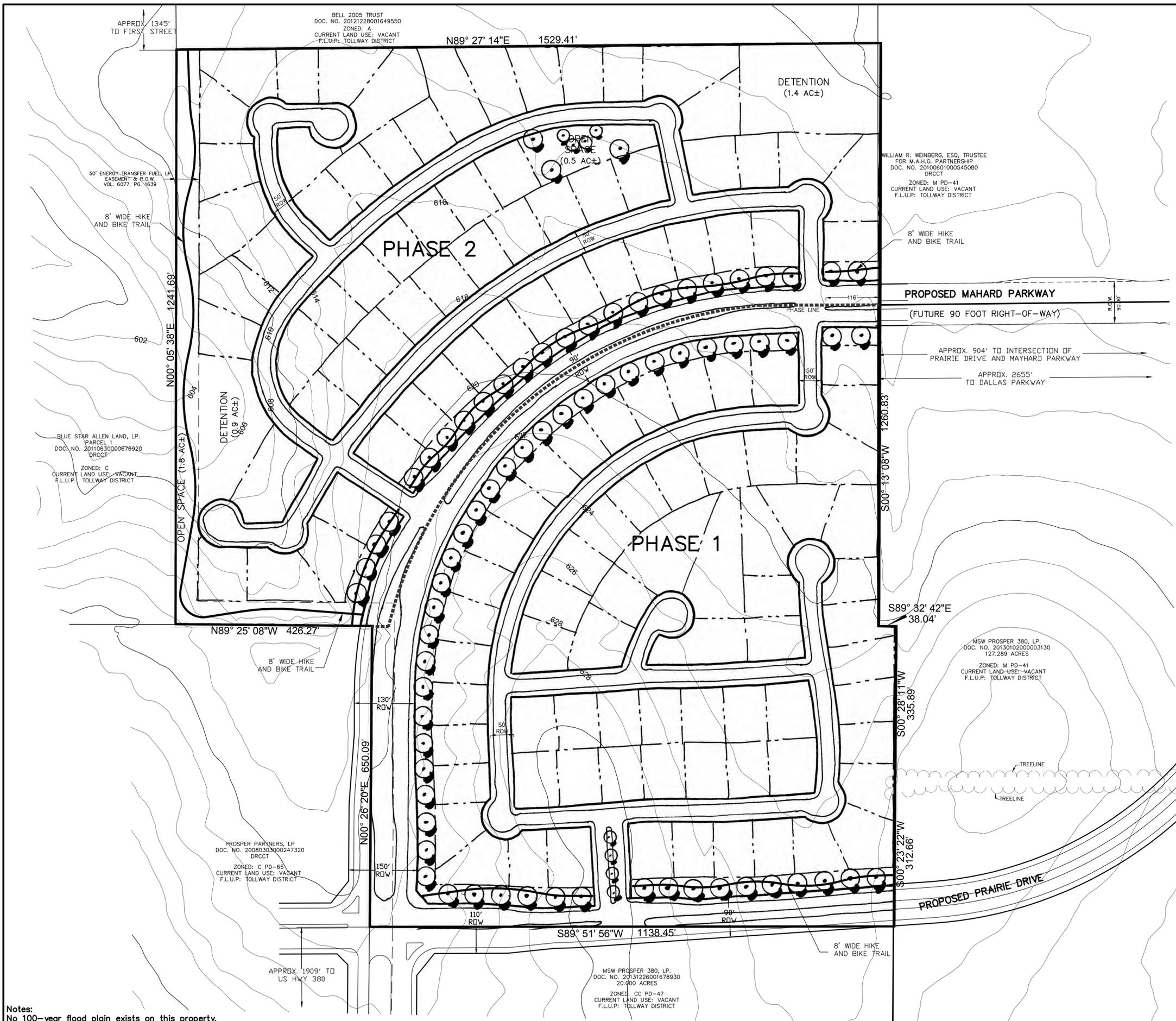
2.0 RESIDENTIAL STANDARDS

- 2.01 Minimum Lot Width: 80'. On cul-de-sacs and/or elbows, the minimum lot width shall be 70'. The minimum street frontage for all lots at the front property line shall be 40'.
- 2.02 Minimum Lot Depth: 120'. On cul-de-sacs and/or elbows, the minimum lot depth shall be 110'.
- 2.03 Minimum Dwelling Area: 2,500 square feet.

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±

LOT SIZE: 84' X 120' TYPICAL

OPEN SPACE: 2.3 AC±
DETECTION AREA: 2.3 AC±

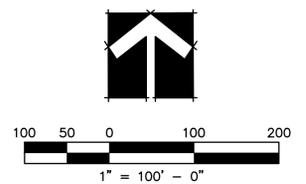


EXHIBIT D: Z14-0013

WINDRIDGE
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

JBI 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 September 11, 2014
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
WINDRIDGE
DEVELOPMENT SCHEDULE**

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



PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – September 23, 2014

Agenda Item:

Conduct a Public Hearing, and consider and act upon a request for a Specific Use Permit (SUP) for a New Automobile Sales/Leasing facility, on 16.1± acres, located on the north side of US 380, 4,000± feet west of Dallas Parkway. The property is zoned Planned Development-43 (PD-43). (S14-0003).

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-43-Commercial Corridor	Undeveloped Land	US 380 District
North	Planned Development-65-Single Family	Undeveloped Land	US 380 District
East	Planned Development-47- Commercial Corridor	Undeveloped Land	US 380 District
South	City of Frisco	City of Frisco	City of Frisco
West	Planned Development-43-Commercial Corridor	Undeveloped Land	US 380 District

Requested Zoning – S14-0003 is a request for a Specific Use Permit (SUP) for a New Automobile Sales/Leasing facility, on 16.1± acres, located on the north side of US 380, 4,000± feet west of Dallas Parkway. The property is zoned Planned Development-43 (PD-43) for Commercial Corridor (CC) uses. The attached SUP Exhibit B shows a 1-story, 56,050 square foot automobile dealership, which includes a sales and showroom, parts sales, service bays, and car wash. Exhibit B also shows a 2,860 square foot car wash, the required 118 parking

spaces, 664 vehicle inventory spaces, 2 required loading spaces, enhanced car display areas along US 380, and the location of the required masonry screening wall along the north side of the property. The attached SUP Exhibit C shows the proposed perimeter landscaping, dry detention pond landscaping, loading area screening, and internal landscaping. The attached SUP Exhibit D shows the proposed conceptual elevations depicting the architectural look and style of the building. The building consists of an entry portal element, which serves as a corporate identity, and primary exterior materials consisting of stone and brick.

The Zoning Ordinance contains four criteria to be considered in determining the validity of a SUP request. These criteria, as well as staff's responses for each, are below:

1. *Is the use harmonious and compatible with its surrounding existing uses or proposed uses?*

The surrounding properties to the north, east, and west are undeveloped. The property to the north is zoned Planned Development-65 (PD-65) for single family residential uses, the property to the east is zoned Planned Development-47 (PD-47) for Commercial Corridor (CC) uses, and the property to the west is zoned Planned Development-43 (PD-43) for Commercial Corridor (CC) uses. New Automobile Sales/Leasing uses are harmonious and compatible with the eastern and western adjacent properties, which are zoned for CC uses. New Automobile Sales/Leasing facilities are not typically located adjacent to single family residential developments; therefore without adequate screening and buffering along the northern property line, the proposed use is not compatible and harmonious with the northern adjacent property.

2. *Are the activities requested by the applicant normally associated with the requested use?*

The activities requested by the applicant of a New Automobile Sales/Leasing facility which generally include a sales and showroom, parts sales, service bays, and car wash, as shown on Exhibit B, are normally associated with the use of a New Automobile Sales/Leasing facility.

3. *Is the nature of the use reasonable?*

The property is currently zoned Planned Development-43 (PD-43) for Commercial Corridor (CC) uses and the Future Land Use Plan (FLUP) recommends US 380 District uses for the property. The proposed use is an appropriate use in the CC District and US 380 District, and New Automobile Sales/Leasing facilities are typically located along major thoroughfares; therefore, the nature of the use is reasonable.

4. *Has any impact on the surrounding area been mitigated?*

The proposed New Automobile Sales/Leasing use is adjacent to property zoned for single family residential uses to the north. As shown on Exhibit B, service bays, a car wash, loading areas, and vehicle inventory parking are located within approximately 300 feet of the single family residential district. As shown on Exhibit C, the proposed SUP provides for an 8-foot tall masonry wall, approximately 31-33 feet of open space between the property line and the vehicle inventory parking, large trees planted on approximately 13.5-foot average intervals, and shrubs planted on approximately 11-foot average intervals, within the required 15-foot landscape area, and provided open space area. The impact on the single family residential district has been minimized.

Overall, the proposed New Automobile Sales/Leasing facility use is harmonious and compatible with the eastern and western adjacent properties, but without adequate screening and buffering along the northern property line, the proposed use is not harmonious and compatible with the

single-family residential district adjacent to the north. The impact on the northern adjacent property has been minimized by the proposed screening, buffering, and additional landscaping.

Future Land Use Plan – The Future Land Use Plan (FLUP) recommends US 380 District uses for the property, which contains a variety of different uses. As indicated on page 31 of the Comprehensive Plan, which is attached for reference, the FLUP indicates the US 380 District will contain big box development and commercial service uses, with appropriate types of commercial uses including hotels, banks, vehicle refilling stations with a convenience store, home service centers with outside storage, garden center with outside storage, and other similar uses. As indicated on page 56 of the Comprehensive Plan, which is attached for reference, the FLUP indicates the character of US 380 will be more commercial in nature, and recommends large landscape buffering, significant landscaping, high quality materials, such as stone and brick, and architectural enhancements and building articulations, in order to protect the visual appearance of the corridor while still allowing commercial land uses to operate. The SUP request generally conforms to the FLUP.

Conformance to the Thoroughfare Plan – The property has direct access to US 380, an existing six-lane divided thoroughfare, and future Mahard Parkway, a future four-lane divided thoroughfare. The SUP exhibit complies with the Thoroughfare Plan.

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

Access – Access to the property is provided from US 380 and future Mahard Parkway. Adequate access is provided to the property.

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

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

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

Legal Obligations and Review:

Zoning is discretionary. Therefore, the Town Council is not obligated to approve the SUP 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. SUP Exhibits A, B, C, and D.
2. Zoning map of surrounding area.
3. Pages 31 and 56 of the Comprehensive Plan.

Planning & Zoning Commission Recommendation:

At their September 2, 2014, meeting, the Planning & Zoning Commission recommended the Town Council approve a request for a Specific Use Permit (SUP) for a New Automobile Sales/Leasing facility, on 16.1± acres, by a vote of 5-0, subject to the following conditions:

1. Revise Exhibit C to provide for an additional row of large trees and shrubs on the north side of the Atmos easement, to ensure large trees will be planted along US 380;

2. Revise Exhibit C to provide for additional landscaping along the north side of the property adjacent to the single-family district which shall consist of a staggered double row of 6-inch caliper, minimum 12-foot high, live oak trees;
3. Revise Exhibit D to replace the split face concrete masonry block (CMU) exterior material with stone or brick;
4. The north, east and west elevations shall be revised so that there are alternating divisions of stone and brick between points of articulation; however, the minimum percentage of stone shall be 75% on the east elevation, and 50% on the north and west elevations; and
5. Town Council consider approval of a development agreement with the applicant to provide for additional landscaping in the existing Irving water easement in the event Irving enters into an agreement with the Town to allow landscaping in said easement.

Since the Planning & Zoning Commission meeting, the applicant has revised the SUP exhibits as follows:

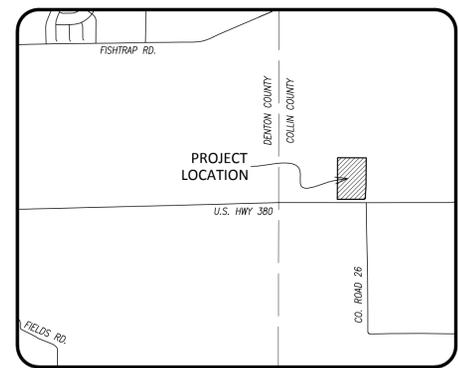
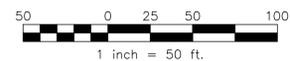
1. Revised Exhibit C to provide 5 additional 3 inch caliper red oak trees on the north side of the Atmos easement;
2. Revised Exhibit C to provide a staggered double row of 4 inch caliper, minimum 14-foot high, live oak trees along the north side of the property adjacent to the single-family district;
3. Revised Exhibit D to replace the split face concrete masonry block (CMU) exterior material with brick and stone;
4. Revised Exhibit D to provide alternating divisions of stone and brick between points of articulation; and
5. Revised Exhibit D to increase the stone on the east elevation from 57% to 79%, increase the stone on the north elevation from 13% to 75%, and increased the stone on the west elevation from 33% to 79%.

Town Staff Recommendation:

Town staff recommends the Town Council approve the request for a Specific Use Permit (SUP) for a New Automobile Sales/Leasing facility, on 16.1± acres, located on the north side of US 380, 4,000± feet west of Dallas Parkway.

Proposed Motion:

I move to approve the request for a Specific Use Permit (SUP) for a New Automobile Sales/Leasing facility, on 16.1± acres, located on the north side of US 380, 4,000± feet west of Dallas Parkway.

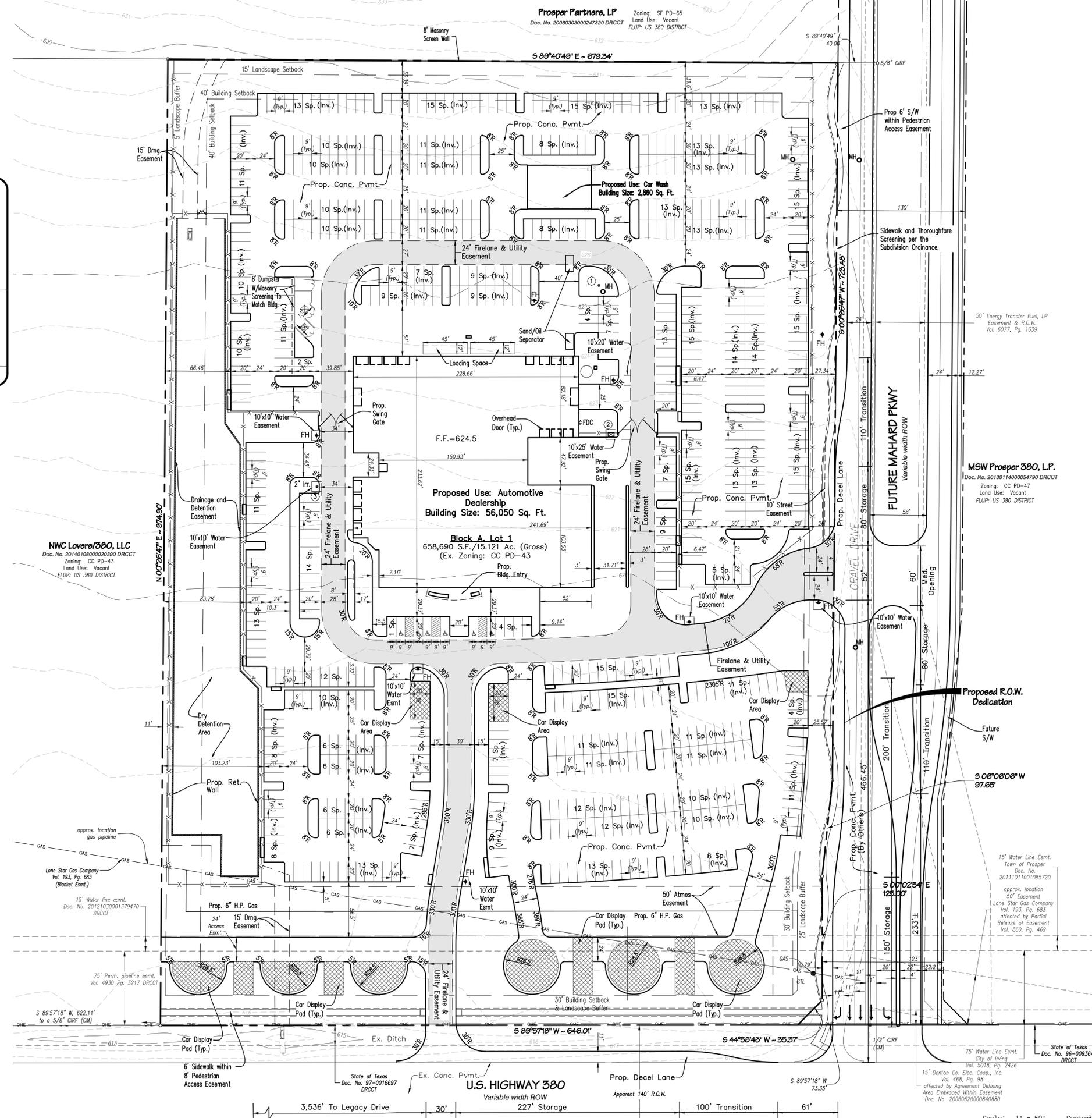


LOCATION MAP
1" = 1000'

LEGEND
(Not all items may be applicable)

o	3/2" IRON ROD WITH PLASTIC CAP STAMPED "SPARSING" SET, UNLESS OTHERWISE NOTED
IRF	IRON ROD FOUND
CRF	CAPPED IRON ROD FOUND
IPF	IRON PIPE FOUND
AMF	ALUMINUM MONUMENT FOUND
CM	CONTROL MONUMENT
Esmt.	EASEMENT
UH	UTILITY
DE	DRAINAGE EASEMENT
DUE	DRAINAGE AND UTILITY EASEMENT
UE	UTILITY EASEMENT
WE	WATER EASEMENT
SSE	SANITARY SEWER EASEMENT
SE	SIDEWALK EASEMENT
SE	STREET EASEMENT
FAUE	FIRELANE, ACCESS, & UTILITY EASEMENT
WW	WASTE WATER EASEMENT
R.O.W.	RIGHT-OF-WAY
BL	BUILDING LINE
Cab.	CABINET
Vol.	VOLUME
Pg.	PAGE
No.	NUMBER
N/S	NOT TO SCALE
Inst./Doc.	INSTRUMENT OR DOCUMENT
(DRCT)	DEED RECORDS, COLLIN COUNTY, TEXAS
(PRCT)	PLAT RECORDS, COLLIN COUNTY, TEXAS
(OPRCT)	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS

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



- Town of Prosper Site Plan Notes:
- Dumpsters and trash compactors shall be screened in accordance of the Comprehensive Zoning Ordinance.
 - Open storage, where permitted, shall be screened in accordance with the Comprehensive Zoning Ordinance.
 - Outdoor lighting shall comply with the lighting and glare standards contained within the Comprehensive Zoning Ordinance and Subdivision Regulation Ordinance.
 - Landscaping shall conform to landscape plans approved by the town.
 - All elevations shall comply with the standards contained within the Comprehensive Zoning Ordinance.
 - Buildings of 5,000 square feet or greater shall be 100% fire sprinkled. Alternative fire protection measures may be approved by the Fire Department.
 - Fire lanes shall be designed and constructed per town standards or as directed by the Fire Department.
 - Two points of access shall be maintained for the property at all times.
 - Speedbumps/humps are not permitted within a fire lane.
 - Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted uniform Building Code.
 - All signage is subject to Building Official approval.
 - All fences and retaining walls shall be shown on the site plan and are subject to Building Official approval.
 - All exterior building materials are subject to Building Official approval and shall conform to the approved facade plan.
 - Sidewalks of not less than six (6') feet in width along thoroughfares and five (5') in width along collectors and residential streets, and barrier free ramps at all curb crossings shall be provided per Town standards.
 - Approval of the site plan is not final until all engineering plans are approved by the Town Engineer.
 - Site plan approval is required prior to grading release.
 - All new electrical lines shall be installed and/or relocated underground.
 - All mechanical equipment shall be screened from public view in accordance with the Comprehensive Zoning Ordinance.

SITE DATA		LOT 1, BLOCK A	
Ex. Zoning	CC PD-43	Proposed Use	Automobile Sales/Leasing
Lot Area	15,121 Ac. (659,690 S.F.) - Net	Building Area	58,910 Sq. Ft. Total
Building Height	1 Story, 40' Max.	Lot Coverage	0.0893:1
Floor Area Ratio	0.0893:1	Parking Required	1 Sp/500 Sq. Ft.=118 Spaces
Customer/Employee Parking Provided:	118 Spaces (Incl. 6 HC)	Inventory Parking Provided	663 Spaces
Total Parking Provided	781 Spaces (Incl. 6 HC)	Total Impervious Surface	371,409 Sq. Ft.
Required Open Space (7%)	46,178 Sq. Ft.	Provided Open Space	78,863 Sq. Ft.
Required Landscape Area	15 Sq. Ft. Per Pkg Sp=13,395 Sq. Ft.	Provided Landscape Area	16,353 Sq. Ft.

SYMBOL LEGEND

	FIRELANE & UTILITY EASEMENT
	ENHANCED CAR DISPLAY AREA
	PROPOSED 4' ORNAMENTAL IRON FENCE
	EXISTING CONTOUR
	SANITARY SEWER MANHOLE
	FIRE HYDRANT

Water Meter & Sewer Schedule - Lot 5

I.D.	Type	Size	No.	Sewer	Remarks
①	Domestic	1"	1	6"	Proposed
②	Domestic	3"	1	6"	Proposed
③	Irrigation	2"	1	N/A	Proposed

EXHIBIT "B"
GST PROSPER
BLOCK A, LOT 1
IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS
COLLIN CO. SCHOOL LAND SURVEY, ABST. NO. 147
16,061 Acres (Gross)/15.121 Acres (Net)
Current Zoning: CC (Commercial Corridor) PD-43

OWNER / APPLICANT
NWC Lovers/380, LLC
83 Alsbey Woods
Dallas, TX 75248
Telephone: (214) 801-5020
Contact: Brett Blakely

ENGINEER / SURVEYOR
Sparks Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPE No. F-2121
Contact: Kevin Wier

SOLID SOD NOTES

- 1. Fine grade areas to achieve final contours indicated. Leave areas to receive topsoil 3" below final desired grade in planting areas and 1" below final grade in turf areas.
2. Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
3. All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
4. Contractor to coordinate with on-site Construction Manager for availability of existing topsoil.
5. Plant sod by hand to cover indicated area completely. Insure edges of sod are touching. Top dress joints by hand with topsoil to fill voids.
6. Roll grass areas to achieve a smooth, even surface, free from unnatural undulations.
7. Water sod thoroughly as sod operation progresses.
8. Contractor shall maintain all lawn areas until final acceptance. This shall include, but not limited to: mowing, watering, weeding, cultivating, cleaning and replacing dead or bare areas to keep plants in a vigorous, healthy condition.
9. Contractor shall guarantee establishment of an acceptable turf area and shall provide replacement from local supply if necessary.
10. If installation occurs between September 1 and March 1, all sod areas to be over-seeded with Winter Ryegrass, at a rate of (4) pounds per one thousand (1000) square feet.

GENERAL LAWN NOTES

- 1. Fine grade areas to achieve final contours indicated on civil plans.
2. Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
3. All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
4. Imported topsoil shall be natural, friable soil from the region, known as bottom and soil, free from lumps, clay, toxic substances, roots, debris, vegetation, stones, containing no salt and black to brown in color.
5. All lawn areas to be fine graded, irrigation trenches completely settled, and finish grade approved by the Owner's Construction Manager or Architect prior to installation.
6. All rocks 3/4" diameter and larger, dirt clods, sticks, concrete spoils, etc. shall be removed prior to placing topsoil and any lawn installation.
7. Contractor shall provide (2") two inches of imported topsoil on all areas to receive lawn.

LANDSCAPE NOTES

- 1. Contractor shall verify all existing and proposed site elements and notify Architect of any discrepancies. Survey data of existing conditions was supplied by others.
2. Contractor shall locate all existing underground utilities and notify Architect of any conflicts. Contractor shall exercise caution when working in the vicinity of underground utilities.
3. Contractor is responsible for obtaining all required landscape and irrigation permits.
4. Contractor to provide a minimum 2% slope away from all structures.
5. All planting beds and lawn areas to be separated by steel edging. No steel to be installed adjacent to sidewalks or curbs.
6. All landscape areas to be 100% irrigated with an underground automatic irrigation system and shall include rain and freeze sensors.
7. All lawn areas to be Solid Sod Bermudagrass, unless otherwise noted on the drawings.

MAINTENANCE NOTES

- 1. The Owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscape.
2. All landscape shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and other such activities common to landscape maintenance.
3. All landscape areas shall be kept free of trash, litter, weeds and other such material or plants not part of this plan.
4. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year.
5. All plant material which dies shall be replaced with plant material of equal or better value.
6. Contractor shall provide separate bid proposal for one year's maintenance to begin after final acceptance.

NWC Lovers/380, LLC
Doc. No. 20140108000020390 DRCT
Zoning: CC PD-43
Land Use: Vacant
FLUP: US 380 DISTRICT

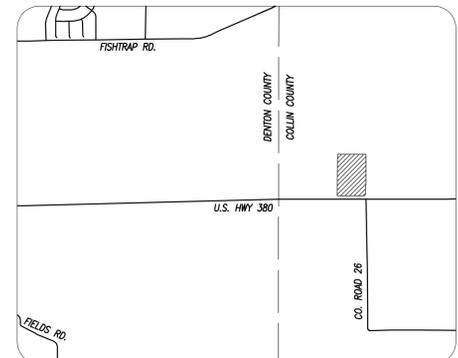
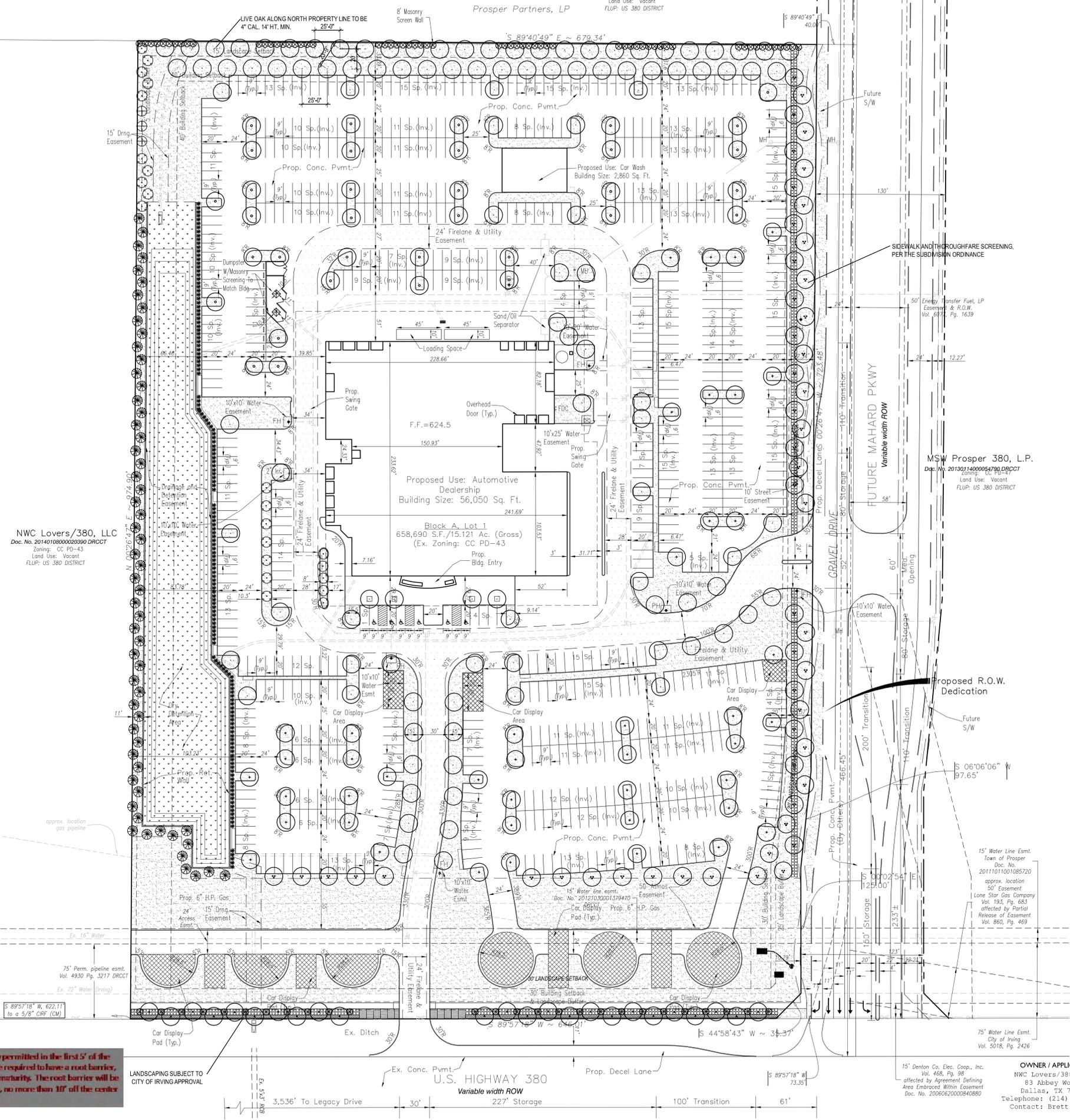


Table with 2 columns: SITE DATA and LOT 1, BLOCK A. Includes details like Ex. Zoning (CC PD-43), Proposed Use (Automobile Sales/Leasing), Lot Area (15,121 Ac.), Building Area (58,910 Sq. Ft.), and Parking Required (1 Sp/500 Sq. Ft=118 Spaces).

LANDSCAPE TABULATIONS

Table detailing landscape requirements for different areas: STREET REQUIREMENTS, FUTURE ROAD, PARKING LOT, HEADLIGHT SCREEN PROVIDED, PERIMETER LANDSCAPE, BUILDING LANDSCAPE, and GROSS FLOOR AREA. Lists required and provided quantities for various plant species and materials.

GRAPHIC PLANT LEGEND

- List of plant species and materials with corresponding symbols: CEDAR ELM, 3" CAL., 12' HT.; BALD CYPRESS, 3" CAL., 12' HT.; LIVE OAK, 3" CAL., 12' HT.; LIVE OAK, 4" CAL., 14' HT. ALONG NORTH PROPERTY LINE; CHINESE PISTACHE, 3" CAL., 12' HT.; RED OAK, 3" CAL., 12' HT.; CREPE MYRTLE, 3" CAL., 10' HT. MIN.; REDBUD, 3" CAL., 10' HT. MIN.; EASTERN RED CEDAR, 2" CAL., 8' HT.; NELLIE R. STEVENS HOLLY, 4' HT.; BLUE POINT JUNIPER, 6' HT. MIN., 1.5 gal. min.; DWARF BURFORD HOLLY, 5 GAL.; GROUND COVER, TYPE 'A', 4" POTS; GROUND COVER, TYPE 'B', 4" POTS; GROUND COVER, TYPE 'C', 4" POTS; LAWN, BERMUDAGRASS, SOLID SOD; BUFFALOGRASS, SOLID SOD.

Note: Large Canopy Trees are only permitted in the first 5' of the 10' planting area. All large trees are required to have a root barrier, the width of the tree's drip zone at maturity. The root barrier will be placed on the north side of the tree, no more than 10' off the center of the root ball.

LANDSCAPING SUBJECT TO CITY OF IRVING APPROVAL



GST PROSPER
BLOCK A, LOT 1
IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS
COLLIN CO. SCHOOL LAND SURVEY, ABST. NO. 147
16.061 Acres (Gross)/15.121 Acres (Net)
Current Zoning: CC (Commercial Corridor) PD-43

01 SUP LANDSCAPE PLAN
SCALE: 1" = 50'-0"



SUPL.1

OWNER / APPLICANT
NWC Lovers/380, LLC
83 Abbey Woods
Dallas, TX 75248
Telephone: (214) 801-5020
Contact: Brett Blakely

smr landscape architects, inc.
765 Custer Road, Suite 100
Plano, Texas 75075
Tel: 214.871.0083
Fax: 214.871.0246
Email: smr@smr-llc.com

08 SEPT 2014 01 AUGUST 2014
29 AUGUST 2014 19 AUGUST 2014

Vertical text on the left margin: Drawing: A:\Drawings\Projects\2014\Prosper_Town\01_Sup_Landscape_Sup_Solid_Bid.dwg, Scale: 1"=50'-0", Date: 8/12/2014, 8:22 AM, Plot by: smr, PLOT DATE: 8/12/2014, 4:46:05 PM, Scale: 1"=50'-0", Date: 8/12/2014, 4:46:05 PM.



CAST STONE ACCENT AND CAST STONE COPING	30 sf 1% Coverage
THIN SET SIMULATED STONE	2,198 sf 59% Coverage
ENTRY PORTAL ELEMENT	1,323 sf 34% Coverage
SIMULATED WOOD	170 sf 4% Coverage
LIMESTONE VENEER	63 sf 2% Coverage
BRICK COLOR 1	
BRICK COLOR 2	

SOUTH ELEVATION
SCALE: 1/16" = 1'-0" 1



CAST STONE ACCENT AND CAST STONE COPING	44 sf 1% Coverage
THIN SET SIMULATED STONE	3,378 sf 79% Coverage
GLASS PANEL PORTAL ENTRY ELEMENT	87 sf 2% Coverage
SIMULATED WOOD	65 sf 2% Coverage
LIMESTONE VENEER	480 sf 11% Coverage
BRICK COLOR 1	
BRICK COLOR 2	191 sf 5% Coverage

WEST ELEVATION
SCALE: 1/16" = 1'-0" 4



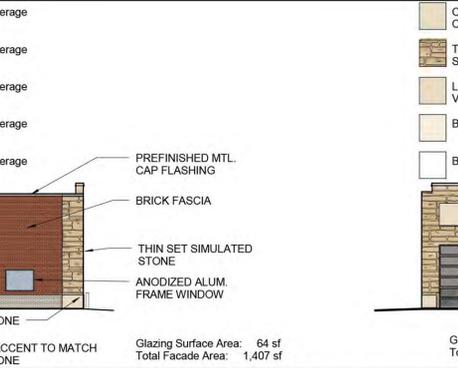
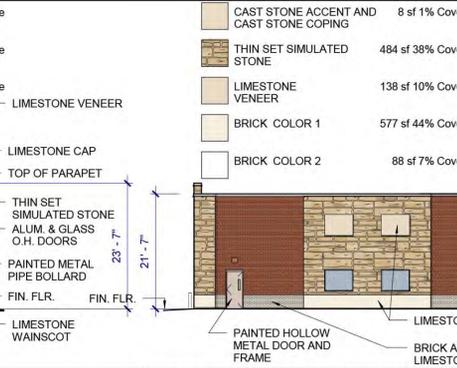
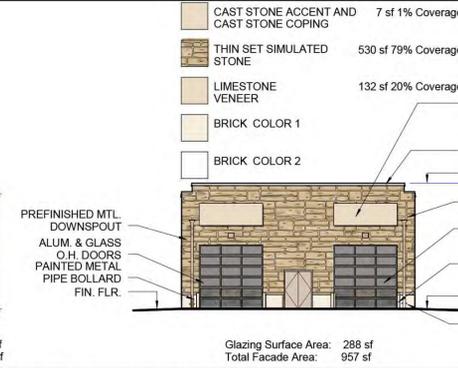
CAST STONE ACCENT AND CAST STONE COPING	42 sf 1% Coverage
THIN SET SIMULATED STONE	3,592 sf 75% Coverage
GLASS PANEL PORTAL ENTRY ELEMENT	87 sf 2% Coverage
SIMULATED WOOD	59 sf 1% Coverage
LIMESTONE VENEER	645 sf 14% Coverage
BRICK COLOR 1	
BRICK COLOR 2	322 sf 7% Coverage

NORTH ELEVATION
SCALE: 1/16" = 1'-0" 3



CAST STONE ACCENT AND CAST STONE COPING	57 sf 1% Coverage
THIN SET SIMULATED STONE	3,977 sf 79% Coverage
GLASS PANEL PORTAL ENTRY ELEMENT	95 sf 2% Coverage
SIMULATED WOOD	234 sf 4% Coverage
LIMESTONE VENEER	814 sf 40% Coverage
BRICK COLOR 1	
BRICK COLOR 2	68 sf 1% Coverage

EAST ELEVATION
SCALE: 1/16" = 1'-0" 2



NORTH CARWASH ELEVATION
SCALE: 1/16" = 1'-0"

EAST CARWASH ELEVATION
SCALE: 1/16" = 1'-0"

SOUTH CARWASH ELEVATION
SCALE: 1/16" = 1'-0"

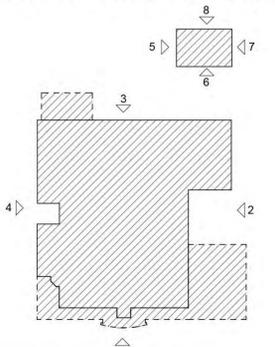
WEST SOUTH CARWASH ELEVATION
SCALE: 1/16" = 1'-0" 5

CONFIDENTIAL
CLIENT
PROSPER, TX

Gensler
5420 LBJ Freeway
Suite 1100
Dallas TX 75240
Tel: 214.273.1500

Issue #	Issue Date	Issue Description
-	-	-

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



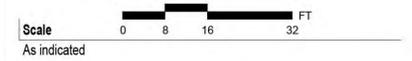
LOCATION KEY

Seal/Signature

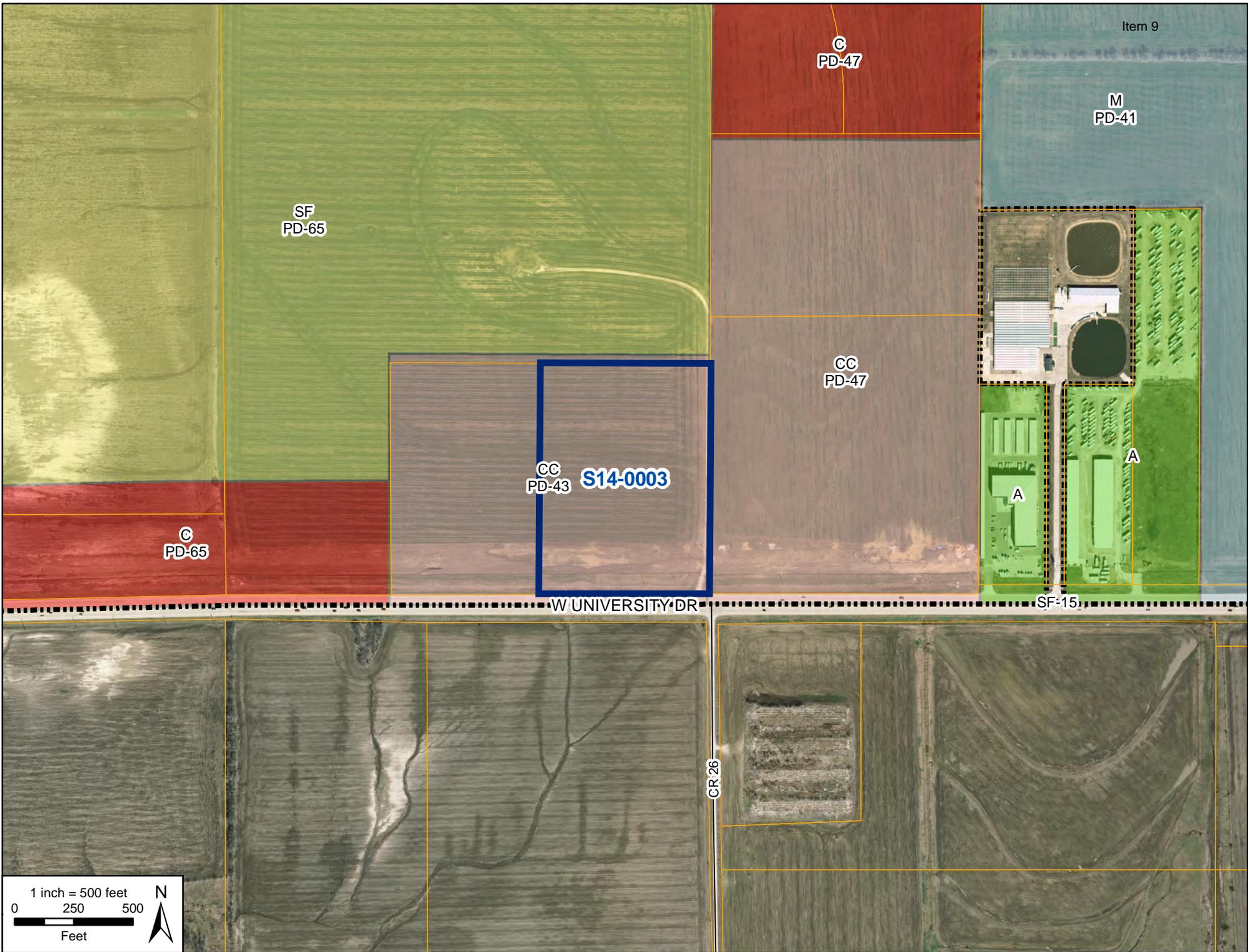
Project Name
PROSPER, TX

Project Number

Description
EXTERIOR ELEVATIONS



ELEVATIONS



Item 9

C
PD-47

M
PD-41

SF
PD-65

CC
PD-47

CC
PD-43 **S14-0003**

C
PD-65

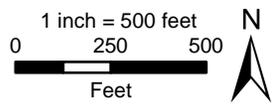
A

A

W UNIVERSITY DR

SF-15

CR 26



COMMUNITY CHARACTER

Dallas North Tollway District

The Dallas North Tollway district will consist of the most intense land uses within Prosper. A diverse mixture of office, retail and residential will likely develop along the corridor. Mid-rise office (up to 12 stories) may be permitted throughout the corridor. Office buildings should be designed for a “campus feel”—they should be oriented towards common public space with significant landscaping and should be linked by a pedestrian network. A common architectural theme should also be established for a consistent visual appearance. Mixed-use development should be encouraged and should contain a mixture of office, retail and residential uses. Mixed-use lofts/apartments would be the most appropriate residential use within this district. Structured parking should be encouraged in more intense areas to limit the presence and visibility of large parking lots. Structured parking should be oriented in a way that minimizes visibility from the Tollway.



Highway 380 District

Much like the Dallas North Tollway district, the Highway 380 district will contain a variety of different uses. The major contrast between Highway 380 and other districts will be the inclusion of a big box development and commercial service uses. Types of appropriate commercial include hotels, banks, vehicle refilling stations with a convenience store, home service centers with outside storage, garden center with outside storage and other similar uses which serve the community but are not necessarily desired on Preston Road or within the Dallas North Tollway corridor. Residential land uses may be appropriate within certain areas, particularly away from major intersections where retail and commercial will be the highest and best land use. Residential land uses may include patio homes, snout houses, townhomes and brownstones. These residential areas may serve as a buffer between more intense activity along Highway 380 and low density residential areas to the north.



COMMUNITY CHARACTER

Highway 380

Land Use

Of the three major corridors, Highway 380 contains the longest stretch of potential development. Generally speaking, land uses along the Highway 380 Corridor were seen to be more commercial in nature. Unlike Preston Road and the Dallas North Tollway, big-box retail scored relatively well along Highway 380, in addition to office, hotel uses, retail centers and service uses, such as a gas station and fast food restaurant. Similar to the other categories, industrial uses, including warehouses, were not seen as a highly appropriate use along the Highway 380 corridor. Due to the length of the corridor, a variety of land uses will be located along the corridor. Typically speaking, retail and service establishments will locate adjacent to Highway 380 and along major intersections, in a nodal pattern of activity. Such uses capitalize on higher traffic counts and require a higher degree of visibility. Big box uses may also be located along the corridor, but pad sites should be located adjacent to Highway 380 to capitalize on visibility and pass-by trips. Residential uses, such as patio homes, snout homes and townhomes and brownstones may be located within this district. Such uses will likely be used as a buffer between more intense uses along Highway 380 and lower intensity residential neighborhoods to the north. Such uses may also be located mid-block, reserving major intersections for retail and commercial uses.



Character

The character of Highway 380 will be much more commercial in nature. Wide setbacks with large landscape buffering will protect the visual appearance of the corridor, while still allowing more intense commercial land uses to operate. Big Box retailers may be permitted, but they should be designed to the highest possible quality, incorporating significant landscaping, high quality materials, such as stone and brick, and should contain architectural enhancements and building articulation.

Medium and high density residential options may be included within the Highway 380 corridor but such uses should be carefully designed to protect, enhance and buffer low density neighborhoods to the north from more intense development along Highway 380.





FINANCE

To: Mayor and Town Council

From: Kent Austin, Finance Director

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – September 23, 2014

Agenda Item:

Consider and act upon an ordinance adopting the Fiscal Year 2014-2015 Annual Budget for the fiscal year beginning October 1, 2014, and ending September 30, 2015, and approving certain amendments to the Fiscal Year 2013-2014 Annual Budget.

Description of Agenda Item:

Approval of this item will appropriate funds for the FY 2014-2015 Budget and amend the FY 2013-2014 Budget. Prior to this meeting, the Town published required notices, held two public hearings that included staff presentations about the budget, and gave interested taxpayers the opportunity to be heard by the Town Council.

During the 2007 Texas legislative session, House Bill 3195 was passed, amending section 102.007 of the Local Government Code. Subsection C was added to state that adoption of a budget that requires raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to, and separate from, the vote to adopt the budget or a vote to set the tax rate as required by Chapter 26 of the Tax Code.

The FY 2014-2015 Proposed Budget raises more in property tax revenues than in the previous year. Although the overall budget is made up of thirteen separate funds, it is helpful to compare the four primary funds from year to year:

<u>Fund</u>	<u>FY 2014 Adopted Budget</u>	<u>FY 2015 Proposed Budget</u>	<u>\$ Change</u>	<u>% Change</u>
General	\$12,457,760	\$14,415,741	\$1,957,981	15.72%
Water/Sewer	9,277,338	10,357,475	1,080,137	11.64%
Debt Service	2,821,380	2,870,065	48,685	1.73%
Storm Drainage	394,000	283,186	(110,814)	-28.13%
Total	\$24,950,478	\$27,926,467	\$2,975,989	11.93%

The Proposed FY 2014-2015 budget is composed of discretionary and non-discretionary supplemental requests. The tables below display the most prominent requests from the General Fund and Water/Sewer Fund.

General Fund Supplemental Requests

<u>Request Title</u>	<u>Amount</u>
SW Corner Frontier Park Lighting	\$425,000
Preston Road Illumination	\$415,000
Windsong Ranch Fire Station Staffing	\$400,824
Vehicle/Equipment Repl. Fund Contribution	\$398,698
Three (3) Police Patrol Officer Positions	\$259,995
In-Range Movement-Pay Plan	\$177,873
Parks Repair and Maintenance Projects	\$113,500
One (1) Police Sergeant Position	\$76,263
Downtown Enhancements	\$75,000
One (1) Plumbing Inspector	\$71,486
One (1) Planner	\$54,868
VoiceTrakit IVR (Interactive Voice Response)	\$16,500

Water/Sewer Fund Supplemental Requests

<u>Request Title</u>	<u>Amount</u>
Vehicle/Equipment Repl. Fund Contribution	\$135,324
One (1) Utility Crew Leader	\$94,305
Vacuum Trailer/Jetter	\$75,000
One (1) Heavy Equipment Operator	\$47,634
In Range Movement-Pay Plan	\$39,681
Household Hazardous Waste Vouchers	\$3,500

The Town of Prosper FY 2014-2015 Annual Budget addresses increased service levels to Town residents in response to continued growth. The proposed budget also provides essential or money-saving capital investments in infrastructure and other public improvements, as well as additional public safety resources. The growth in the value of the Town's tax base is nothing short of remarkable, and the Town's reputation as a quality community is spreading. Notwithstanding the Town's current and future growth potential and general optimism, this budget has been prepared with conservative revenue and expenditure assumptions in mind.

The proposed budget amounts for most of the Town's funds have not changed since it was originally transmitted to the Town Council on August 12. The General Fund has been reduced by \$73,626, due to additional savings and reductions. Likewise, the Water/Sewer Fund has been reduced \$105,400. The table below displays these and changes to three other funds, notably the Capital Projects Fund, which increased due to the addition of the Teel Parkway bridge expansion and the public safety radio replacement.

<u>Fund Name</u>	<u>8/12/2014</u>	<u>9/23/2014</u>	<u>\$ Change</u>
General	\$14,489,367	\$14,415,741	\$(73,626)
Water/Sewer	10,462,875	10,357,475	(105,400)
Capital Projects	24,730,175	28,407,055	3,676,880
Capital Project-Water/Sewer	2,082,500	2,382,500	300,000
Park Improvement/Dedication	<u>314,000</u>	<u>214,000</u>	<u>(100,000)</u>
Totals	\$52,078,917	\$55,776,771	\$3,697,854

FY 2013-2014 Budget Amendment

The ordinance also proposes changes to the current year budget. Specifically, it amends the budget by moving \$750,000 from the General Fund Street Department to the Administration Department. From the Administration Department, it authorizes a Capital Transfer Out to three specific projects in the Capital Projects Fund:

Decorative Monument Street Signs	\$150,000
Downtown Enhancements	\$475,000
SH 289 Median Paving and Conduit	<u>\$125,000</u>
	\$750,000

The ordinance also amends the FY 2013-2014 budget by approving the movement of \$800,000 from fund balance in the General Fund to the new Vehicle/Equipment Replacement Fund (VERF). This is the first of two planned start-up transfers; the second, also for \$800,000, is planned for FY 2015 from the same source.

Adoption of Capital Improvements Program (CIP)

Finally, the ordinance also adopts the FY 2014-2015 CIP, which contains appropriations totaling \$28,407,044. Revenues for the CIP are derived from a variety of sources, including issued and unissued debt, budgeted transfers in the FY 2014-2015 budget, impact fees, and park improvement and dedication fees.

Legal Obligations and Review:

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

Attached Documents:

1. CIP Summary
2. Ordinance

Town Staff Recommendation:

Town staff recommends that the Town Council adopt the Fiscal Year 2014-2015 Annual Budget as proposed, including the Capital Improvements Program, and approve certain amendments to the Fiscal Year 2013-2014 Annual Budget.

This item requires a record vote.

Recommended Motions:

I move to approve an ordinance adopting the Fiscal Year 2014-2015 Annual Budget for the fiscal year beginning October 1, 2014, and ending September 30, 2015, as proposed, and approve certain amendments to the Fiscal Year 2013-2014 Annual Budget.

Second motion to comply with state law:

I move to ratify the property tax revenue increase as reflected in the Fiscal Year 2014-2015 Adopted Budget.

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ADOPTING THE FISCAL YEAR 2014-2015 ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014, AND ENDING SEPTEMBER 30, 2015; AND APPROVING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2013-2014 ANNUAL BUDGET FOR THE TOWN OF PROSPER, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Annual Budget for the Town of Prosper, Texas, was prepared by the Town Manager and presented to the Town Council on August 12, 2014, in accordance with the Town Charter of the Town of Prosper, Texas; and

WHEREAS, the proposed annual budget document was posted on the Town's Internet website and also made available for public review; and

WHEREAS, a Notice of Public Hearings concerning the proposed Annual Town Budget was published as required by state law and said Public Hearings thereon were held by the Town Council on August 26, 2014, and September 9, 2014; and

WHEREAS, following the Public Hearings, and upon careful review of the proposed Fiscal Year 2014-2015 Annual Budget and the review of the amendments to the current Fiscal Year 2013-2014 Annual Budget, it is deemed to be in the best financial interests of the citizens of the Town of Prosper, Texas, that the Town Council approve said budget and any amendments to the current fiscal year budget as presented by the Town Manager.

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

SECTION 1

The above findings are hereby found to be true and correct and are incorporated herein in their entirety.

SECTION 2

The official budget for the Town of Prosper, Texas, for the fiscal year beginning October 1, 2014, and ending September 30, 2015, is hereby adopted by the Town Council of the Town of Prosper, Texas, and the Town Secretary is directed to keep and maintain a copy of such official budget on file in the office of the Town Secretary and, upon request, make same available to the citizens and the general public.

SECTION 3

The Town Council of the Town of Prosper, Texas, hereby approves certain amendments to the current Fiscal Year 2013-2014 Annual Budget, as referenced herein.

SECTION 4

The sums specified in Exhibit A are hereby appropriated from the respective funds for the payment of expenditures on behalf of the Town government as established in the approved budget document.

SECTION 5

Capital Projects Funds are presented in the budget document on a multi-year, project basis, whereby all unexpended capital project funds are automatically re-appropriated into the subsequent fiscal year. Accordingly, no annual appropriation for Capital Projects Funds, other than those specifically listed in Section 4 above, is provided. The Town Council hereby approves the Capital Improvement Projects for FY 2014-2015 as a plan describing and scheduling capital improvement projects for the Town of Prosper, and authorizes the Town Manager to use the funding sources reflected in the plan.

SECTION 6

Should any part, portion, section, or part of a section of this Ordinance be declared invalid, or inoperative, or void for any reason by a court of competent jurisdiction, such decision, opinion, or judgment shall in no way affect the remaining provisions, parts, sections, or parts of sections of this Ordinance, which provisions shall be, remain, and continue to be in full force and effect.

SECTION 7

All ordinances and appropriations for which provisions have heretofore been made are hereby expressly repealed if in conflict with the provisions of this Ordinance.

SECTION 8

In accordance with state law and the Town’s Code of Ordinances, proper Notice of Public Hearings was provided for said Ordinance to be considered and passed, and this Ordinance shall take effect and be in full force and effect from and after its final passage.

SECTION 9

Specific authority is hereby given to the Town Manager to transfer appropriations budgeted from one account classification or activity to another within any individual department or activity.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, BY A VOTE OF ___ TO ___ ON THIS THE 23RD DAY OF SEPTEMBER, 2014.

APPROVED:

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

EXHIBIT "A"

	<u>FY 2014</u>	<u>PREVIOUS</u>	<u>FY 2014</u>	<u>FY 2015</u>
	<u>BUDGET</u>	<u>AMENDMENTS</u>	<u>AMENDED</u>	<u>ADOPTED</u>
			<u>BUDGET</u>	<u>BUDGET</u>
General Fund				
Administration Department				
Administration/Town Manager's Office	1,844,468	0	1,844,468	651,741
Town Secretary's Office	0	0	0	213,632
Finance	0	0	0	781,143
Human Resources	0	0	0	241,814
Municipal Court	257,028	(19,300)	237,728	213,122
Police Department				
Police Operations	1,834,258	0	1,834,258	2,683,492
Dispatch	644,690	0	644,690	0
Fire Department				
Fire/EMS Operations	2,566,238	0	2,566,238	3,380,104
Fire Marshal	123,595	0	123,595	144,158
Development Services Department				
Code Enforcement	164,151	0	164,151	164,583
Inspections	796,782	0	796,782	953,217
Planning	495,505	0	495,505	493,084
Engineering Department	487,149	0	487,149	703,938
Library Department	98,041	17,295	115,336	175,192
Parks and Recreation Department	1,778,550	0	1,778,550	1,537,467
Streets Department	1,367,305	0	1,367,305	448,935
Non-Departmental Department	0	0	0	1,630,119
General Fund Total	12,457,760	(2,005)	12,455,755	14,415,741
Water/Sewer Fund				
Water	6,436,590	0	6,436,590	3,691,905
Wastewater	1,868,706	3,000,000	4,868,706	1,719,239
Utility Billing	972,042	0	972,042	1,033,566
Non-Departmental	0	0	0	3,912,765
Water/Sewer Fund Total	9,277,338	3,000,000	12,277,338	10,357,475
			0	
Debt Service (I & S) Fund Total	2,821,380	0	2,821,380	2,870,065
Special Revenue Fund Total	59,200	0	59,200	75,133
Impact Fee Fund-Thoroughfare Total	1,835,000	0	1,835,000	1,905,000
Parks Dedication and Improvement Fund Total	700,000	0	700,000	214,000
Capital Projects Fund Total	5,780,000	0	5,780,000	28,407,055
Storm Drainage Utility Fund Total	394,000	0	394,000	283,186
Impact Fee Fund-Water	0	0	0	926,887
Impact Fee Fund-Wastewater	0	0	0	136,600
Capital Projects-Water/Sewer Fund Total	0	0	0	2,382,500
Internal Service Fund	49,000	0	49,000	30,000
Vehicle/Equipment Replacement Fund	0	0	0	797,010
Other Funds Total	11,638,580	0	11,638,580	38,027,436
GRAND TOTAL	33,373,678	2,997,995	36,371,673	62,800,652

Unspent Capital Project funds on September 30, 2014, will automatically be re-appropriated to their respective projects for FY 2014-2015.

EXHIBIT "A" (CONTINUED)

	FY 2014		FY 2014
	AMENDED		FINAL
Budget Amendment:	<u>BUDGET</u>	<u>AMENDMENTS</u>	<u>BUDGET</u>
General Fund			
Administration	1,844,468	750,000	2,594,468
Streets	<u>1,367,305</u>	<u>(750,000)</u>	<u>617,305</u>
	3,211,773	0	3,211,773

Funds Transfers:

Capital Projects Fund	750,000
General Fund	(750,000)
Vehicle/Equipment Replacement Fund	800,000
General Fund	(800,000)

Unspent Capital Project funds on September 30, 2014, will automatically be re-appropriated to their respective projects for FY 2014-2015.

Summary of Five Year Capital Improvement Program - 09/14/2014
General Fund Projects

INDEX	STREET PROJECTS	PROJECT SCHEDULE							TOTAL PROJECT COSTS	FUNDING SOURCES					UNISSUED DEBT SCHEDULE								
		Prior Yrs	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019		2019-2024	OTHER SOURCES	ISSUED DEBT	REIMB. RES. UNISSUED DEBT	AUTHORIZED UNISSUED DEBT	NEW UNISSUED DEBT	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024	
01	0803-ST First Street and Coit Rd Widening	8,250,000	(75,000)						8,175,000	6,594,300	0,1,2,3	1,580,700		0									
02	1205-ST Asphalt Roads 2014: Coit, Coleman, First		1,390,796						1,390,796			1,390,796		0									
03	1207-ST Concrete Roads 2014: Rhea Mills, First		1,000,000						1,000,000			304,000	696,000	0		696,000							
04	1418-ST SH 289 Median Paving & Conduit		125,000						125,000	125,000	4			0									
05	1405-ST Coleman Street (Prosper Trail - HS)		319,100	1,560,900					1,880,000	1,380,000	0	500,000		0									
06	1412-ST Downtown Enhancements (Broadway - Main)		60,000	490,000					550,000	550,000	4			0									
07	Broadway (McKinley - Main)			113,000					113,000			113,000		0									
08	Custer Road Turn Lanes @ Prosper Trail			100,000					100,000	100,000	0			0									
09	Fifth Street (BNSF Railroad - Coleman)			216,000					216,000					216,000		216,000							
10	Gates of Prosper Road Improvements, Phase 1			2,000,000					2,000,000	2,000,000	8			0									
11	McKinley Street (First - Fifth)			275,000					275,000					275,000		275,000							
12	1416-ST Seventh Street (Coleman - PISD Admin)			793,655					793,655	372,000	5,7	421,655		0									
13	1415-ST Teel Parkway (DCFWS #10)			2,600,000					2,600,000	2,600,000	0,X			0									
14	West Prosper Road Improvements			12,531,000					12,531,000	8,266,000	1,3		3,065,000	1,200,000	4,265,000								
15	Church Street (First - Broadway)				170,000				170,000				170,000	0		170,000							
16	Coleman Street (HS - Preston Road)				1,412,500				1,412,500	1,412,500	1			0									
17	First Street (Townlake - Custer)				420,000				420,000				420,000	0		420,000							
18	Fishtrap Road (Artesia - Dallas Parkway)				820,000				820,000				378,000	442,000		820,000							
19	Frontier Parkway (DNT - Preston)				3,650,000				3,650,000	1,635,000	0	365,000	1,650,000	0		2,015,000							
20	DNT Southbound Frontage Road				1,200,000	8,300,000			9,500,000	3,300,000	9			6,200,000			6,200,000						
21	Church Street (Broadway - PISD)					375,000			375,000				375,000	0		375,000							
22	Eighth Street (Church - PISD Admin)					160,000			160,000				160,000	0		160,000							
23	Field Street (Third - Broadway)					41,000			41,000				41,000	0		41,000							
24	Main Street (Broadway - First)					181,000			181,000				181,000	0		181,000							
25	Parvin Road (Good Hope - FM 1385)					270,000			270,000				270,000	0		270,000							
26	Pasewark (Preston - End)					280,000			280,000				280,000	0		280,000							
27	1414-ST Prosper Trail (Preston - Coit)				1,034,900	950,000	2,665,100		4,650,000	3,359,900	0,1,3			1,290,100			475,000		815,100				
28	Coleman Street (at Prosper HS)						850,000		850,000	425,000	1			425,000					425,000				
29	DNT Southbound Braided Ramp							4,000,000	4,000,000	4,000,000	9			0									
30	Gates of Prosper Road Improvements, Phase 2							500,000	500,000	500,000	8			0									
31	Gates of Prosper Road Improvements, Phase 3							15,200,000	15,200,000	15,200,000	8			0									
32	Gates of Prosper Road Improvements, Phase 4							7,500,000	7,500,000	7,500,000	8			0									
SUBTOTAL		8,250,000	2,819,896	20,679,555	8,707,400	10,557,000	3,515,100	0	27,200,000	81,728,951		59,319,700	4,310,151	1,061,000	7,481,000	9,557,100	0	5,452,000	3,425,000	7,982,000	1,240,100	0	0

INDEX	TRAFFIC PROJECTS	PROJECT SCHEDULE							TOTAL PROJECT COSTS	FUNDING SOURCES					UNISSUED DEBT SCHEDULE								
		Prior Yrs	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019		2019-2024	OTHER SOURCES	ISSUED DEBT	REIMB. RES. UNISSUED DEBT	AUTHORIZED UNISSUED DEBT	NEW UNISSUED DEBT	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024	
01	1410-TR Decorative Monument Street Signs		150,020						150,020	150,020	4			0									
02	1411-TR School Zone Flashers w/Radar		130,000						130,000	130,000	4			0									
03	1406-TR SH 289 Illuminated Street Name Signs		100,000						100,000	100,000	4			0									
04	1408-TR Median Lighting - SH 289		50,000	950,000					1,000,000	415,000	4		585,000	0		585,000							
05	Median Lighting - Coit Road (US 380 - First)				400,000				400,000					400,000			400,000						
06	Median Lighting - First Street (Craig - Coit)				575,000				575,000					575,000			575,000						
07	Median Lighting - Prosper Trail (Dallas Pkwy - Preston)				750,000				750,000					750,000			750,000						
08	Traffic Signal - Dallas Pkwy & First St				200,000				200,000	200,000	0			0									
09	Traffic Signal - Dallas Pkwy & Prosper Tr				200,000				200,000	200,000	0			0									
10	Traffic Signal - Coit Rd & First St					220,000			220,000	220,000	0			0									
11	Traffic Signal - Coit Rd & Richland Blvd					220,000			220,000	220,000	0			0									
12	Traffic Signal - Coit Rd & Prosper Tr					180,000			180,000	180,000	0			0									
13	US380 Illuminated Street Signs						25,000		25,000					25,000			25,000						
SUBTOTAL		0	430,020	950,000	2,125,000	645,000	0	0	4,150,020	1,815,020		0	585,000	0	1,750,000	0	585,000	1,725,000	25,000	0	0	0	0

Other Sources	
0 - Impact Fees	X - Non-Cash Contribution
1 - Grant and Interlocal Funds	
2 - Other Sources (see Detail)	
3 - Developer Agreements	
4 - General Fund	
5 - Water / Wastewater Fund	
6 - Park Development Fund	
7 - Stormwater Drainage Fund	
8 - TIRZ #1	
9 - TIRZ #2	

Summary of Five Year Capital Improvement Program - 09/14/2014
General Fund Projects

INDEX	PARK PROJECTS	PROJECT SCHEDULE							TOTAL PROJECT COSTS	FUNDING SOURCES				UNISSUED DEBT SCHEDULE									
		Prior Yrs	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019		2019-2024	OTHER SOURCES	ISSUED DEBT	REIMB. RES. UNISSUED DEBT	AUTHORIZED UNISSUED DEBT	NEW UNISSUED DEBT	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024	
01	1304-PK Frontier Park - Southwest Corner Practice Fields		540,000						540,000	540,000	6												
02	1404-PK Frontier Park - Southeast Corner Field Lighting		400,000						400,000				400,000										
03	Cockrell Park - Land Acquisition			1,050,000					1,050,000	650,000	1.6												
04	Frontier Park - Southwest Corner Field Lighting			425,000					425,000	425,000	4												
05	SH 289 Median Landscaping			550,000					550,000	550,000	1												
06	Pecan Grove Irrigation		100,000		75,000				175,000	175,000	4												
07	Frontier Park - Southeast Corner Field Lighting Phase 2				400,000				400,000					400,000							400,000		
08	1303-PK Cockrell Park		90,000			643,000			733,000	90,000	6											643,000	
09	Hike & Bike Trails					750,000			750,000					750,000								750,000	
10	1417-PK Richland Boulevard Median Landscaping		5,000						170,000	5,000	4												170,000
11	Frontier Park, Phase II								6,000,000														6,000,000
12	Preston Lakes Playground								90,000														90,000
13	Sexton Farms Park, Phase I								12,000,000														12,000,000
SUBTOTAL		0	1,135,000	2,025,000	475,000	1,393,000	0	0	18,260,000	23,288,000	2,435,000	800,000	0	1,150,000	18,903,000	0	0	400,000	1,393,000	0	0	0	18,260,000

INDEX	FACILITY PROJECTS	PROJECT SCHEDULE							TOTAL PROJECT COSTS	FUNDING SOURCES				UNISSUED DEBT SCHEDULE									
		Prior Yrs	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019		2019-2024	OTHER SOURCES	ISSUED DEBT	REIMB. RES. UNISSUED DEBT	AUTHORIZED UNISSUED DEBT	NEW UNISSUED DEBT	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024	
01	1403-FC Cook Lane Fire Station - Land Acquisition		300,000						300,000	300,000	8												
02	Public Works Temporary Building		203,000						203,000	203,000	4												
03	1401-FC Windsong Ranch Fire Station		300,000	5,050,500					5,350,500				2,050,000	2,700,500								4,750,500	
04	Motorola/Frisco System			1,400,000					1,400,000				500,000	900,000								1,400,000	
05	1402-FC Town Hall - Multipurpose Facility		50,000	852,000	8,520,000	2,121,000			11,543,000				1,250,000	10,293,000								9,422,000	2,121,000
06	Central Fire Station, Phase II					850,000			850,000					850,000								850,000	
07	Recreation Center						1,500,000	13,500,000	15,000,000					15,000,000								1,500,000	13,500,000
08	Cook Lane Fire Station (station,training,admin,EOC)							14,670,000	14,670,000					14,670,000									14,670,000
09	Gentle Creek Fire Station							5,625,000	5,625,000					5,625,000									5,625,000
10	Library Facility							6,000,000	6,000,000					6,000,000									6,000,000
11	Parks and Recreation Maintenance Building							5,450,000	5,450,000					5,000,000									5,450,000
12	Police Station							7,000,000	7,000,000					1,000,000	6,000,000								7,000,000
13	Public Works Complex							5,450,000	5,450,000					450,000	5,000,000								5,450,000
14	Senior Facility							5,000,000	5,000,000					5,000,000									5,000,000
SUBTOTAL		0	350,000	7,302,500	8,520,000	2,971,000	0	1,500,000	62,695,000	83,338,500	0	600,000	1,250,000	4,450,000	77,038,500	0	6,150,500	9,422,000	2,971,000	0	1,500,000	0	62,695,000

GRAND TOTAL GENERAL FUND	8,250,000	4,734,916	30,957,055	19,827,400	15,566,000	3,515,100	1,500,000	108,155,000	192,505,471	63,569,720	5,710,151	2,896,000	13,081,000	107,248,600	0	12,187,500	14,972,000	12,371,000	1,240,100	1,500,000	0	80,955,000
---------------------------------	------------------	------------------	-------------------	-------------------	-------------------	------------------	------------------	--------------------	--------------------	-------------------	------------------	------------------	-------------------	--------------------	----------	-------------------	-------------------	-------------------	------------------	------------------	----------	-------------------

Other Sources	
0 - Impact Fees	X - Non-Cash Contribution
1 - Grant and Interlocal Funds	
2 - Other Sources (see Detail)	
3 - Developer Agreements	
4 - General Fund	
5 - Water / Wastewater Fund	
6 - Park Development Fund	
7 - Stormwater Drainage Fund	
8 - TIRZ #1	
9 - TIRZ #2	

Summary of Five Year Capital Improvement Program - 09/14/2014
Enterprise Fund Projects

INDEX	WATER PROJECTS	PROJECT SCHEDULE							TOTAL PROJECT COSTS	FUNDING SOURCES					UNISSUED DEBT SCHEDULE								
		Prior Yrs	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019		2019-2024	OTHER SOURCES	ISSUED DEBT	REIMB. RES. UNISSUED DEBT	AUTHORIZED UNISSUED DEBT	NEW UNISSUED DEBT	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024	
01	1202-WA Custer Pump Station, Phase II	5,103,000							5,103,000	310,000	0	4,793,000											
02	1204-WA Upper Plane 30/24-inch Water Line		4,064,581						4,064,581	365,000	0	3,699,581											
03	Gates of Prosper Water Improvements, Phase 1			470,000					470,000	470,000	8												
04	PRV's at BNSF Railroad			582,200					582,200			582,200											
05	0407-WA Prosper Trail EST			517,300	4,403,300				4,920,600			517,300											
06	Lower Pressure Plane Pump Station and Transmission Line			175,000		1,655,000	15,456,800		17,286,800	127,081	0	47,919											
07	County Line Elevated Storage Tank							937,500	4,687,200														
08	Gates of Prosper Water Improvements, Phase 2								1,625,000	1,625,000	8												
09	Gates of Prosper Water Improvements, Phase 3								900,000	900,000	8												
10	Gates of Prosper Water Improvements, Phase 4								2,125,000	2,125,000	8												
SUBTOTAL		5,103,000	4,064,581	1,744,500	4,403,300	1,655,000	15,456,800	937,500	9,337,200	42,701,881	5,922,081	9,640,000	0	0	27,139,800	0	0	4,403,300	1,655,000	15,456,800	937,500	4,687,200	

INDEX	WASTEWATER PROJECTS	PROJECT SCHEDULE							TOTAL PROJECT COSTS	FUNDING SOURCES					UNISSUED DEBT SCHEDULE								
		Prior Yrs	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019		2019-2024	OTHER SOURCES	ISSUED DEBT	REIMB. RES. UNISSUED DEBT	AUTHORIZED UNISSUED DEBT	NEW UNISSUED DEBT	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024	
01	Doe Branch WWTP		16,000,000						16,000,000	3,000,000	5	13,000,000											
02	LaCima LS#1 (Frisco)			245,000					245,000	245,000	5												
03	Landplan (Coit - First)			300,000					300,000	300,000	3, 5												
04	Gates of Prosper Wastewater Improvements, Phase 1			5,700,000					5,700,000	5,700,000	8												
05	Matthew Southwest Wastewater Improvements			2,500,000					2,500,000	2,500,000	9												
06	Decommission Wastewater Plant							900,000	900,000														900,000
07	Gates of Prosper Wastewater Improvements, Phase 2								320,000	320,000	8												
08	Gates of Prosper Wastewater Improvements, Phase 3								180,000	180,000	8												
SUBTOTAL		0	16,000,000	8,745,000	0	0	0	0	1,400,000	26,145,000	12,245,000	13,000,000	0	0	900,000	0	900,000						

INDEX	DRAINAGE PROJECTS	PROJECT SCHEDULE							TOTAL PROJECT COSTS	FUNDING SOURCES					UNISSUED DEBT SCHEDULE								
		Prior Yrs	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019		2019-2024	OTHER SOURCES	ISSUED DEBT	REIMB. RES. UNISSUED DEBT	AUTHORIZED UNISSUED DEBT	NEW UNISSUED DEBT	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024	
01	Collin Court			10,000					10,000	10,000	7												
02	Crooked Stick Drive			33,000					33,000	8,000	7	25,000											
03	Downtown Drainage - Hawk Ridge Channel Improvements			165,000					165,000	165,000	3, 7												
04	Lakes of LaCima Outfall			250,000					250,000			250,000											
05	Downtown Drainage - Church & Parvin Drainage Impr.				500,000				500,000						500,000								
06	Downtown Drainage - McKinley & Broadway Trunk Main				600,000				600,000						600,000								
07	Downtown Regional Detention - Land Acquisition				1,500,000				1,500,000						1,500,000								
08	Downtown Drainage - First & Main Trunk Main					800,000			800,000						800,000								
09	Downtown Drainage - Fifth Street Trunk Main						400,000		400,000						400,000								
10	Downtown Drainage - Detention Pond Improvements							1,000,000	1,000,000						1,000,000								
SUBTOTAL		0	0	458,000	2,600,000	800,000	400,000	1,000,000	0	5,258,000	183,000	275,000	0	0	4,800,000	0	0	2,600,000	800,000	400,000	1,000,000	0	

GRAND TOTAL ENTERPRISE FUNDS		5,103,000	20,064,581	10,947,500	7,003,300	2,455,000	15,856,800	1,937,500	10,737,200	74,104,881	18,350,081	22,915,000	0	0	32,839,800	0	0	7,003,300	2,455,000	15,856,800	1,937,500	5,587,200
-------------------------------------	--	------------------	-------------------	-------------------	------------------	------------------	-------------------	------------------	-------------------	-------------------	-------------------	-------------------	----------	----------	-------------------	----------	----------	------------------	------------------	-------------------	------------------	------------------

Other Sources	
0 - Impact Fees	X - Non-Cash Contribution
1 - Grant and Interlocal Funds	
2 - Other Sources (see Detail)	
3 - Developer Agreements	
4 - General Fund	
5 - Water / Wastewater Fund	
6 - Park Development Fund	
7 - Stormwater Drainage Fund	
8 - TIRZ #1	
9 - TIRZ #2	

Summary of Five Year Capital Improvement Program - 09/14/2014
 Capital Improvement Program Summary

CAPITAL IMPROVEMENT PROGRAM SUMMARY	PROJECT SCHEDULE								TOTAL PROJECT COSTS	FUNDING SOURCES					UNISSUED DEBT SCHEDULE						
	Prior Yrs	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024		OTHER SOURCES	ISSUED DEBT	REIMB. RES. UNISSUED DEBT	AUTHORIZED UNISSUED DEBT	NEW UNISSUED DEBT	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2024
GENERAL FUND	8,250,000	4,734,916	30,957,055	19,827,400	15,566,000	3,515,100	1,500,000	108,155,000	192,505,471	63,569,720	5,710,151	2,896,000	13,081,000	107,248,600	0	12,187,500	14,972,000	12,371,000	1,240,100	1,500,000	80,955,000
ENTERPRISE FUNDS	5,103,000	20,064,581	10,947,500	7,003,300	2,455,000	15,856,800	1,937,500	10,737,200	74,104,881	18,350,081	22,915,000	0	0	32,839,800	0	0	7,003,300	2,455,000	15,856,800	1,937,500	5,587,200
GRAND TOTAL CAPITAL IMPROVEMENT PROGRAM	13,353,000	24,799,497	41,904,555	26,830,700	18,021,000	19,371,900	3,437,500	118,892,200	266,610,352	81,919,801	28,625,151	2,896,000	13,081,000	140,088,400	0	12,187,500	21,975,300	14,826,000	17,096,900	3,437,500	86,542,200



FINANCE

To: Mayor and Town Council
From: Kent Austin, Finance Director
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – September 23, 2014

Agenda Item:

Consider and act upon an ordinance adopting the Town of Prosper 2014 Property Tax Rate.

Description of Agenda Item:

This item is to adopt the 2014 tax rate to generate sufficient revenues as required in the Adopted 2014-2015 Budget. The attached ordinance sets the 2014 ad valorem tax rate at \$0.52 cents per \$100 assessed valuation, to be distributed as follows:

	\$0.356301 for Maintenance and Operations
	<u>\$0.163699 for Debt Service</u>
<i>Totalling</i>	\$0.520000 Total Tax Rate

Budget Impact:

Rate as included in the Proposed Budget for FY 2014-2015.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance

Town Staff Recommendation:

The tax code is specific in the form of making a motion to set the tax rate.

Town staff recommends that the Town Council approve an ordinance adopting the 2014 tax rate using the language below.

This item requires a record vote.

Recommended Motion:

Please make your motion in this form:

"I move that the property tax rate be increased by the adoption of a tax rate of \$0.52 per \$100 assessed valuation, which is effectively an 11.07 percent increase in the tax rate."

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ADOPTING THE TOWN OF PROSPER 2014 PROPERTY TAX RATE; LEVYING TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014, AND ENDING SEPTEMBER 30, 2015, AT THE RATE OF \$0.52 PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUE ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE TOWN OF PROSPER, TEXAS, IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF ON THE TOWN'S HOME PAGE OF ITS WEBSITE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Prosper, Texas (hereinafter referred to as the "Town"), hereby finds that the tax for the fiscal year beginning October 1, 2014, and ending September 30, 2015, hereinafter levied for current expenditures of the Town and the general improvements of the Town and its property, must be levied to provide revenue requirements for the budget for the ensuing year; and

WHEREAS, the Town Council has approved, by separate ordinance to be adopted on the 23rd day of September, 2014, the budget for the fiscal year beginning October 1, 2014, and ending September 30, 2015; and

WHEREAS, all statutory and constitutional requirements concerning the levying and assessing of ad valorem taxes have been complied with by the Town.

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 Town Council of the Town of Prosper, Texas, does hereby adopt and levy the following tax rate of \$0.520000 per \$100 assessed valuation for the Town for tax year 2014 as follows:

\$0.356301 for the purpose of maintenance and operation; and

\$0.163699 for payment of principal and interest on debt service.

SECTION 3

The rate adopted is higher than both the effective and rollback rates as calculated according to the Truth In Taxation provisions of the Texas Tax Code, as amended, and the total levy for maintenance and operations exceeds last year's levy for the same.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR’S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 46.73 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$30.11.

The Town’s website shall reflect the foregoing statements, pursuant to applicable provisions of the Texas Tax Code, as amended.

SECTION 4

The Tax Assessor-Collectors for Collin County and Denton County are hereby authorized to assess and collect the taxes of the Town of Prosper in accordance with this Ordinance. The Town shall have all rights and remedies provided by the law for the enforcement of the collection of taxes levied under this ordinance.

SECTION 5

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

SECTION 6

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

SECTION 7

This Ordinance shall become effective from and after its adoption and publication, as required by law.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, BY A VOTE OF ___ TO ___, ON THIS THE 23RD DAY OF SEPTEMBER, 2014.

APPROVED:

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



ENGINEERING

To: Mayor and Town Council

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

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – September 23, 2014

Agenda Item:

Consider and act upon an ordinance repealing Article 12.09 "Speed Limits" of Chapter 12 "Traffic and Vehicles" of the Town's Code of Ordinances and replacing it with a new Article 12.09 "Speed Limits" to provide for the prima facie speed limits on streets within the Town.

Description of Agenda Item:

Town Council approved modifications to reduced speed school zones at the August 12, 2014, Town Council meeting. While reviewing the Code of Ordinances relative to those changes, it became apparent to staff that additional changes to Article 12.09 of the Code of Ordinances were necessary to clearly describe speed limits within the Town.

Changes to the proposed ordinance include eliminating county road number designations, modifying limits to match existing features, and updating text to mirror Section 545 of the Texas Transportation Code. Street segments not covered by the previous ordinance are added by the proposed ordinance. Additionally, sections regarding the establishment of 25 MPH speed zones were simplified to reflect changes in state law since they were originally enacted.

Several speed limits are also proposed to be modified based on an investigation by the Engineering Department and a review by the Police Department. Significant changes include the following road segments:

- Coleman Street (Gorgeous Drive – Talon Lane): reduce from 45 mph to 40 mph
- Fishtrap Road (FM 1385 – Legacy Drive): reduce from 45 mph to 40 mph
- First Street (Legacy Drive – BNSF Railroad): reduce from 45 mph to 40 mph
- First Street (Coit Road – Custer Road): reduce from 45 mph to 40 mph
- Windsong Parkway (1,000' North of US 380): establish 35 mph

Speed limits that will be modified by this ordinance will take effect upon the posting of signs reflecting the new speed limit.

To simplify the codification process, this Ordinance also repeals and restates the previously approved school zone ordinance. No additional changes to school zone limits or times will occur as a result of this action.

Budget Impact:

Adjustments to speed limit signs will be funded from the Streets Department operating budget.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance
2. Speed Limit Map

Town Staff Recommendation:

Town staff recommends that the Town Council approve an ordinance repealing Article 12.09 "Speed Limits" of Chapter 12 "Traffic and Vehicles" of the Town's Code of Ordinances and replacing it with a new Article 12.09 "Speed Limits" to provide for the prima facie speed limits on streets within the Town.

Proposed Motion:

I move to approve an ordinance repealing Article 12.09 "Speed Limits" of Chapter 12 "Traffic and Vehicles" of the Town's Code of Ordinances and replacing it with a new Article 12.09 "Speed Limits" to provide for the prima facie speed limits on streets within the Town.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 14-__

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, REPEALING IN ITS ENTIRETY EXISTING ARTICLE 12.09, "SPEED LIMITS," OF CHAPTER 12, "TRAFFIC AND VEHICLES," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, AND REPLACING IT THEREIN WITH A NEW ARTICLE 12.09, "SPEED LIMITS": PROVIDING FOR THE PRIMA FACIE SPEED LIMITS ON STREETS WITHIN THE TOWN OF PROSPER; PROVIDING FOR NOTIFICATION; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town of Prosper, Texas ("Town"), is a home-rule municipal corporation duly organized under the laws of the State of Texas; and

WHEREAS, Section 545.356 of the Texas Transportation Code, as amended, provides that the governing body of a municipality may alter prima facie speed limits by ordinance based on the results of an engineering and traffic investigation; and

WHEREAS, the Town has investigated the speed limits on streets within its corporate limits and has determined that restating and modifying the prima facie speed limits is in the best interests of the Town and its citizens.

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

SECTION 1

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

SECTION 2

Existing Article 12.09, "Speed Limits," of Chapter 12, "Traffic and Vehicles," of the Code of Ordinances is hereby repealed in its entirety and replaced with a new Article 12.09, "Speed Limits," to read as follows:

"ARTICLE 12.09 SPEED LIMITS

Sec. 12.09.001 Reasonable and Prudent Speed

A person shall not operate a vehicle upon a public street, highway, or alley in the Town at a speed greater than is reasonable and prudent under the circumstances then existing, having regard for actual and potential hazards, and as necessary to avoid colliding with another person or vehicle that is on or entering the public street, highway, or alley in compliance with the law and the duty of each person to use due care. A person shall operate a vehicle at an appropriate reduced speed if approaching or crossing an intersection or railroad grade crossing, approaching or going around a curve, approaching a hill crest, traveling on a narrow or winding

roadway, or other special hazards exist with regard to traffic including pedestrians, weather, or highway conditions.

Sec. 12.09.002 Prima Facie Speed Limits

A person shall not operate a vehicle upon a public street, highway, or alley in the Town at a speed greater than the limits established by this section or another section of this article, with the limits established being prima facie evidence that the speed is not reasonable and prudent and that the speed is unlawful. Except for a public street or highway listed specifically in another section of this article, the following maximum speed limits are established:

- (1) 45 miles per hour for streets and highways located outside an urban district.
- (2) 30 miles per hour for streets and highways located in an urban district.
- (3) 25 miles per hour for two-lane undivided streets located in a district consisting primarily of single-family residential structures.
- (4) 15 miles per hour for alleys and two-way streets less than 18 feet in width.

For the purpose of this section, an “urban district” shall mean a location with structures adjacent to the street that are used for business, industry, or dwelling and are located at intervals of less than 100 feet for a distance of at least one-quarter mile on either side of the street.

For the purpose of this section, a street with a median serving solely as an aesthetic or traffic calming feature and located in a district consisting primarily of single-family residential structures shall be considered an undivided street.

Sec. 12.09.003 Speed Limits on Specific Streets

A person shall not operate a vehicle upon a public street or highway listed in this section at a speed greater than established by this section, with the limits established being prima facie evidence that the speed is not reasonable and prudent and that the speed is unlawful. The following maximum speed limits are established:

City Streets		
Street Name	Limits	Speed Limit (MPH)
Broadway	McKinley Street to Coleman Street	25
Coit Road	US 380 (University Drive) to FM 1461 (Frontier Pkwy)	45
Coleman Street	Broadway to Gorgeous Drive	30
Coleman Street	Gorgeous Drive to Talon Lane	40
Coleman Street	Talon Lane to East End	30
Cook Lane	South End to Prosper Trail	35

CR 27	Dallas Parkway to First Street	35
Craig Road	SH 289 (Preston Road) to FM 1193 (Broadway)	25
Dallas Parkway	US 380 (University Drive) to Frontier Parkway	45
First Street	Legacy Drive to 400' West of BNSF Railroad	40
First Street	400' West of BNSF Railroad to Craig Road	30
First Street	Craig Road to FM 2478 (Custer Road)	40
Fishtrap Road	FM 1385 to Legacy Drive	40
Frontier Parkway	Legacy Drive to Dallas Parkway	35
Frontier Parkway	Dallas Parkway to SH 289 (Preston Road)	45
Gee Road	US 380 (University Drive) to Fishtrap Road	35
Good Hope Road	Fishtrap Road to Parvin Road	35
Hays Road	First Street to South Chandler Circle	30
La Cima Boulevard	US 380 (University Drive) to First Street	40
Legacy Drive	Fishtrap Road to Frontier Parkway	35
McKinley Street	First Street to Fifth Street	25
Main Street	First Street to Seventh Street	25
Parvin Road	FM 1385 to Legacy Drive	35
Prosper Commons Blvd.	US 380 (University Drive) to Richland Boulevard	30
Prosper Road	Teel Parkway to Legacy Drive	35
Prosper Trail	Legacy Drive to Dallas Parkway	35
Prosper Trail	Dallas Parkway to SH 289 (Preston Road)	40
Prosper Trail	SH 289 (Preston Road) to FM 2478 (Custer Road)	45
Richland Boulevard	Prosper Commons Boulevard to Coit Road	40
Richland Boulevard	Coit Road to East End	30

Talon Lane	Coleman Street to Frontier Parkway	40
Teel Parkway	US 380 (University Drive) to Prosper Road	35
Windsong Parkway	US 380 (University Drive) to 1,000 feet North of US 380 (University Drive)	35

State Highways		
Highway	Limits	Speed Limit (MPH)
BUS 289D (Coleman Street)	US 380 (University Drive) to 1,800 feet South of First Street	55
BUS 289D (Coleman Street)	1,800 feet South of First Street to 750 feet South of First Street	45
BUS 289D (Coleman Street)	750 feet South of First Street to FM 1193 (Broadway)	30
FM 1193 (Broadway)	BS 289D (Coleman Street) to SH 289 (Preston Road)	35
FM 1385	US 380 to Parvin Road	55
FM 1461 (Frontier Pkwy)	SH 289 (Preston Road) to FM 2478 (Custer Road)	55
FM 2478 (Custer Road)	US 380 (University Drive) to FM 1461 (Frontier Pkwy)	55
SH 289 (Preston Road)	US 380 (University Drive) to FM 1461 (Frontier Pkwy)	50
US 380 (University Drive)	FM 1385 to Red Bud Drive	60
US 380 (University Drive)	Red Bud Drive to FM 2478 (Custer Road)	55

Sec 12.09.004 Reduced Speed School Zones

A person shall not operate a vehicle upon a public street or highway listed in this section during the hours indicated at a speed greater than established by this section, with the limits established being prima facie evidence that the speed is not reasonable and prudent and that the speed is unlawful. The following reduced speed school zones are established:

Street Name	Limits	Hours of Operation	Speed Limit (MPH)
Cockrell Elementary School			
Escalante Trail	From Whitley Place Drive to Prosper Trail	7:30 AM to 8:15 AM 2:45 PM to 3:30 PM	20
Fisher Road	From Escalante Drive to 200 feet east of Escalante Drive	7:30 AM to 8:15 AM 2:45 PM to 3:30 PM	20
Mesa Drive	From Escalante Drive to 200 feet east of Escalante Drive	7:30 AM to 8:15 AM 2:45 PM to 3:30 PM	20
Orchard Grove Drive	From west end of roadway to Escalante Trail	7:30 AM to 8:15 AM 2:45 PM to 3:30 PM	20
Prosper Trail	From 750' west of Escalante Trail to 300' east of Escalante Trail	7:30 AM to 8:15 AM 2:45 PM to 3:30 PM	20
Red Wing Drive	From Escalante Drive to 215 feet east of Escalante Drive	7:30 AM to 8:15 AM 2:45 PM to 3:30 PM	20
Whitley Place Drive	From 150 feet southwest of Escalante Trail to 170 feet northeast of Escalante Trail	7:30 AM to 8:15 AM 2:45 PM to 3:30 PM	20
Folsom Elementary School			
Arrowhead Drive	From La Cima Boulevard to 120 feet southeast of La Cima Boulevard	7:30 AM to 8:15 AM 2:45 PM to 3:30 PM	20
Arrowhead Drive	From 270 feet northwest of Sommerville Drive to Sommerville Drive	7:30 AM to 8:15 AM 2:45 PM to 3:30 PM	20
Buffalo Springs Drive	From 200 feet north of Cedar Lake Drive to 185 feet south of Cedar Lake Drive	7:30 AM to 8:15 AM 2:45 PM to 3:30 PM	20
Calaveras Court	From 260 feet northwest of Sommerville Drive to Sommerville Drive	7:30 AM to 8:15 AM 2:45 PM to 3:30 PM	20
Cedar Lake Drive	From 135 feet west of Buffalo Springs Drive to White River Drive	7:30 AM to 8:15 AM 2:45 PM to 3:30 PM	20
La Cima Boulevard	From 300 feet southwest of Arrowhead Drive to 300 feet northeast of Arrowhead Drive	7:30 AM to 8:15 AM 2:45 PM to 3:30 PM	20
Livingston Drive	From 180 feet northwest of Salada Drive to Twin Buttes Drive	7:30 AM to 8:15 AM 2:45 PM to 3:30 PM	20
Monticello Drive	From 130 feet northwest of La Cima Boulevard to La Cima Boulevard	7:30 AM to 8:15 AM 2:45 PM to 3:30 PM	20
Salada Drive	From Livingston Drive to 175 feet north east of Livingston Drive	7:30 AM to 8:15 AM 2:45 PM to 3:30 PM	20

Sommerville Drive	From White River Drive to Livingston Drive	7:30 AM to 8:15 AM 2:45 PM to 3:30 PM	20
Texana Drive	From Livingston Drive to 180 feet northeast of Livingston Drive	7:30 AM to 8:15 AM 2:45 PM to 3:30 PM	20
Twin Buttes Drive	From Livingston Drive to 170 feet northeast of Livingston Drive	7:30 AM to 8:15 AM 2:45 PM to 3:30 PM	20
White River Drive	From 190 feet south of Cedar Lake Drive to 280 feet north of Sommerville Drive	7:30 AM to 8:15 AM 2:45 PM to 3:30 PM	20
Rucker Elementary School			
Craig Road	From 100 feet north of Preston Road to 100 feet south of First Street	7:30 AM to 8:15 AM 2:45 PM to 3:30 PM	20
Reynolds Middle School			
Church Street	From 30 feet north of Eighth Street to Prosper ISD Property Line	7:30 AM to 8:15 AM 3:00 PM to 3:45 PM	20
Coleman Street	From 160 feet north of Gorgeous Drive to 60 feet south of Wilson Drive	7:30 AM to 8:15 AM 3:00 PM to 3:45 PM	20
Rogers Middle School			
Coit Road	From 300 feet south of Richland Boulevard to 1,150 feet north of Richland Boulevard	7:45 AM to 8:30 AM 3:00 PM to 3:45 PM	20
Richland Boulevard	From 300 feet west of Coit Road to east end of roadway	7:45 AM to 8:30 AM 3:00 PM to 3:45 PM	20
Prosper High School			
Coleman Street	From 110 feet east of Talon Lane to east end of roadway	8:00 AM to 8:45 AM 3:15 PM to 4:00 PM	20
Frontier Parkway	From 3,930 feet west of SH 289 (Preston Road) to 3,305 feet west of SH 289 (Preston Road)	8:00 AM to 8:45 AM 3:15 PM to 4:00 PM	20

Secs. 12.09.005—12.09.010 Reserved”

SECTION 5

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 6

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason, held to be unconstitutional or invalid by a court of competent jurisdiction, such decision

shall not affect the validity of the remaining portions of this Ordinance. The Town of Prosper hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

SECTION 7

Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by fine not to exceed the sum of five hundred dollars (\$500.00) for each offense.

SECTION 8

This Ordinance shall become effective after its passage and publication, as required by law.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 23RD DAY OF SEPTEMBER, 2014.

APPROVED:

Ray Smith, Mayor

ATTEST:

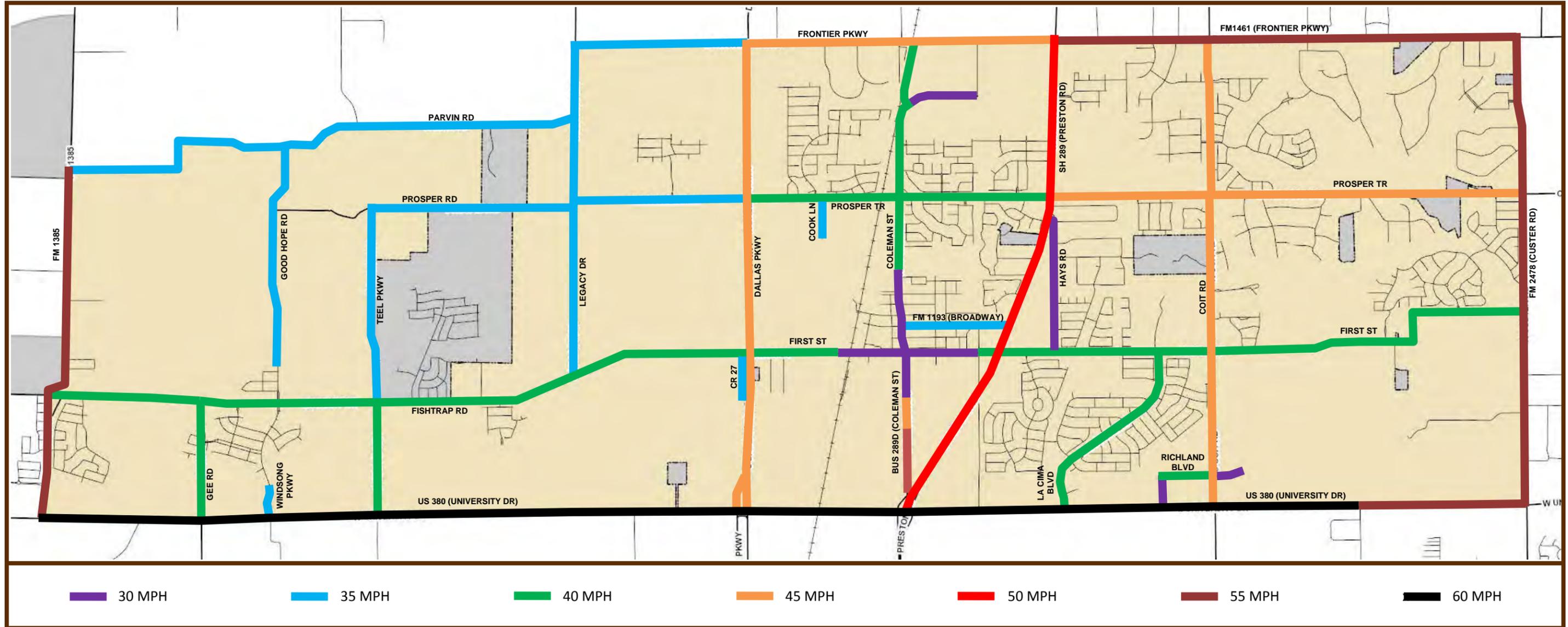
Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



Proposed Speed Limits





PARKS & RECREATION

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 23, 2014

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Dunaway Associates, LP, and the Town of Prosper, Texas, related to the Frontier Park North Conceptual Master Plan and Sexton Park Conceptual Master Plan project.

Description of Agenda Item:

At the October 22, 2013, and December 10, 2013, Town Council meetings, staff discussed with the Town Council the following park development and open space opportunities:

Site #1: Southwest corner of Frontier Park

Site #2: Open space area on the north side of Prosper High School

Site #3: Open space area on the north side of Frontier Park

Site #4: Sexton Park property

Site #5: Open space areas within Eagles Landing Park

After discussion on the different options, the Town Council directed staff to proceed with the development of the southwest corner of Frontier Park; continue with the previously approved plans to install athletic field lighting on the southeast corner of Frontier Park; evaluate the options to remove the deed restricted 300' light buffer on the south and west side of Frontier Park; and, to wait until the Parks Master Plan needs assessment is complete before identifying any improvements to the north side of Frontier Park and/or Sexton Park.

During the 2014 Town Council strategic planning session, the following goals were identified:

- Prepare a preliminary master plan for Sexton Park
- Revise the master plan for Frontier Park

At this time, the development of the southwest corner of Frontier Park is nearing completion; the athletic field lighting has been installed on the southeast corner of Frontier Park; and, Dunaway Associates, LP, is currently working on the update of the Parks, Recreation & Open Space Master Plan and nearing completion of the demand and needs assessments portion of the update.

In order to utilize available funding in the Parks and Recreation Department's FY 2013-2014 approved budget and expedite the planning of Frontier Park North and Sexton Park, information from the demand and needs assessments will be used to develop a Frontier Park Conceptual Master Plan and a Conceptual Master Plan for the Sexton Park property. The Conceptual Master Plans will be a tool that Town staff can use for future improvements and budgets for new infrastructure and recreational facilities.

Dunaway Associates, LP, will perform professional services to provide Conceptual Master Plans for Frontier Park North and Sexton Park that will include the following:

- A. Data Gathering & Program Confirmation
 - Provide an Existing Conditions Base Map.
 - Coordinate Program Discussions and a Program Summary for each park property.

- B. Concept Master Plan
 - Provide two conceptual plan alternatives with preliminary cost budget projections.
 - Present to the Parks and Recreation Board and Town Council the two alternative conceptual plans.
 - Provide Final Illustrative Master Plan graphic with preliminary cost budget projections based on feedback.

The professional services agreement was tabled at the August 12, 2014, Town Council meeting to allow the consultant and staff to bring examples of the deliverables and to provide more information. This requested information was provided in the August 15, 2014, Weekly Update.

Budget Impact:

The \$33,150 for the Frontier Park North Conceptual Master Plan and Sexton Park Conceptual Master Plan project will be funded from cost savings in the Parks and Recreation Department's FY 2013-2014 approved budget related to the Parks, Recreation, and Open Space Master Plan Update.

Legal Obligations and Review:

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

Attached Documents:

1. Professional Services Agreement
2. Example of Deliverables

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Services Agreement, in the amount of \$33,150, between Dunaway Associates, LP, and the Town of Prosper, Texas, related to the Frontier Park North Conceptual Master Plan and Sexton Park Conceptual Master Plan project.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Services Agreement, in the amount of \$33,150, between Dunaway Associates, LP, and the Town of Prosper, Texas, related to the Frontier Park North Conceptual Master Plan and Sexton Park Conceptual Master Plan Project.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND DUNAWAY ASSOCIATES, L.P.
FOR THE FRONTIER PARK NORTH CONCEPTUAL MASTER PLAN AND SEXTON PARK
CONCEPTUAL MASTER PLAN PROJECTS**

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

WITNESSETH:

WHEREAS, Town desires to obtain professional engineering services in connection with the **Frontier Park North Conceptual Master Plan and Sexton Park Conceptual Master Plan Projects**, hereinafter called "Project";

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of Thirty-Three Thousand One Hundred Fifty and 00/100 Dollars (\$33,150.00) for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

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

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

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

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

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

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

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

9. **Indemnification.** **CONSULTANT DOES HEREBY COVENANT AND AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND INVITEES FROM AND AGAINST LIABILITY, CLAIMS, SUITS, DEMANDS AND/OR CAUSES OF ACTION, (INCLUDING,**

BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION), WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PROPERTY OR PERSONS BUT ONLY TO THE EXTENT OCCASIONED BY THE NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, INVITEES OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT.

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

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

Dunaway Associates, L.P.	Town of Prosper
Elizabeth McIlrath, ASLA	Harlan Jefferson
Project Manager	Town Manager
550 Bailey Avenue, Suite 400	121 W. Broadway
Fort Worth, TX 76107	PO Box 307
	Prosper, TX 75078

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

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

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

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

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

and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

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

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

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

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

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

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

DUNAWAY ASSOCIATES, L.P.

TOWN OF PROSPER, TEXAS

By: Tom Galbreath
Signature

By: _____
Signature

Tom Galbreath, ASLA, PLA
Printed Name

Harlan Jefferson
Printed Name

President
Title

Town Manager
Title

8/5/14
Date

Date

**EXHIBIT A
SCOPE OF SERVICES**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND DUNAWAY ASSOCIATES, L.P.
FOR THE FRONTIER PARK NORTH CONCEPTUAL MASTER PLAN AND SEXTON PARK
CONCEPTUAL MASTER PLAN PROJECTS**

I. FRONTIER PARK NORTH CONCEPTUAL MASTER PLAN

PROJECT DESCRIPTION

Dunaway Associates, L.P. (“Dunaway”) will perform professional planning and landscape architectural services for the Town of Prosper (“the Town”) for the preparation of a revised Concept Master Plan for Frontier Park. The purpose of this study is to produce a revised and updated planning document addressing the potential improvements within the park. The Concept Master Plan will be a tool that Town officials can use to plan future improvements and budgets for new infrastructure and recreational facilities.

Dunaway has prepared this Scope of Services based upon a discussion with Town staff on May 16, 2014, in which a streamlined planning process was desired. Dunaway will work closely with Town staff during the overall study. This scope of services is for a revised Concept Master Plan and does not address schematic design, design development, or construction documents related to actual development of any park improvements.

TASK SUMMARY

A. Data Gathering & Program Confirmation

1. The Town will provide Dunaway all existing information for the current on-site and off-site conditions including, but not limited to the following: GIS files; as-built CAD files (previous consultant files), aerial photographs; topographic surveys; easements; boundary surveys; property lines; building locations and layouts; roadways and parking; utility locations; trees and vegetation; pond hydrology and drainage information; and any existing park improvements.
2. Based upon the information provided by the Town, Dunaway will prepare an existing conditions base map for use in the planning process. The base map will be comprised of as-built features as received from the Town, and will serve as the foundation graphic for the Concept Master Plan.
3. Dunaway will attend one (1) kick-off meeting with Town representatives to discuss and confirm the project schedule, project goals, and desired park program items to be included in the Concept Master Plan. *Note: This meeting will occur in combination with the Sexton Park Conceptual Master Plan kick off meeting.*

4. While in town for item A.3, Dunaway will perform one (1) site review with Town representatives to observe the existing conditions and areas for possible development.

Task A Deliverables: Base map for existing site in large color pdf format (24" x 36" minimum), and Program Summary

B. Concept Master Plan

1. Based upon the Program Summary as approved by the Town, Dunaway will prepare two (2) conceptual plan alternatives for new development at Frontier Park.
2. Dunaway will also prepare preliminary cost budget projections for the primary program elements depicted within the Concept Master Plan.
3. Dunaway will participate in one (1) conference call with Town representatives to review the conceptual plan alternatives and budget projections.
4. Dunaway will attend one (1) Parks and Recreation Board meeting to present the Concept Master Plan alternatives in relation to the needs assessment conducted as part of the parks, recreation, and open space master plan. *Note: This presentation will occur in combination with the Sexton Park Conceptual Master Plan presentation to the Parks & Recreation Board.*
5. Dunaway will attend one (1) Town Council meeting to present the Concept Master Plan alternatives in relation to the needs assessment conducted as part of the parks, recreation, and open space master plan. *Note: This presentation will occur in combination with the Sexton Park Conceptual Master Plan presentation to Town Council.*
6. Based on the feedback from Parks and Recreation Board & Town Council, Dunaway will prepare (1) final illustrative Master Plan graphic.
7. Dunaway will also prepare preliminary cost budget projections for the primary program elements depicted within the Concept Master Plan.

Task B Deliverables: Conceptual Plan Alternatives in large color pdf format (24" x 36" minimum), Preliminary Cost Budget Projections, and Final Illustrative Master Plan in large color pdf format (24" x 36" minimum)

ADDITIONAL SERVICES

Additional services, not included in this Scope of Services, will be negotiated with the Town as necessary. Compensation will be based upon either a mutually agreed lump sum fee or on an hourly basis. Additional services must receive written authorization from the Town before being performed.

ASSUMPTIONS

- A. The Town will provide, as expeditiously as possible, all existing data, as-built CAD files and base information currently in its possession and as necessary to complete the Scope of Services described herein. All information provided by the Town is assumed to be accurate and complete, unless otherwise indicated by the Town. Any information required to complete this Scope of Services that cannot be readily provided by the Town will remain the responsibility of the Town.
- B. This Scope of Services does not include any topographic surveys or boundary surveys.
- C. This Scope of Services does not include any hydraulic or hydrology engineering modeling or design services for any creeks, lakes, etc.
- D. This Scope of Services does not include any water agency reviews, coordination or regulatory permitting with such agencies as the U.S. Army Corps of Engineers, FEMA, TCEQ, or others.
- E. This Scope of Services does not include any services for geotechnical engineering evaluations or soils testing.
- F. This Scope of Services does not include any services for traffic studies or transportation engineering/planning studies.
- G. This Scope of Services does not include design or production of any marketing materials to be utilized by the City for such items as press releases, web postings, brochures, flyers, posters, 3D animations, videos, etc.
- H. This Scope of Services does not include any schematic design, design development, construction documents, specifications or bid documents.

II. SEXTON PARK CONCEPTUAL MASTER PLAN

PROJECT DESCRIPTION

Dunaway Associates, L.P. (“Dunaway”) will perform professional planning and landscape architectural services for the Town of Prosper (“the Town”) for the preparation of a Conceptual Master Plan for Sexton Park. The purpose of this study is to produce a planning document addressing the potential improvements within the park. The Conceptual Master Plan will be a tool that Town officials can use to plan future improvements and budgets for new infrastructure and recreational facilities.

Dunaway has prepared this Scope of Services based upon a discussion with Town staff on May 16, 2014, in which a streamlined planning process was desired. Dunaway will work closely with Town staff during the overall study. This scope of services is for a Conceptual Master Plan and does not address schematic design, design development, or construction documents related to actual development of any park improvements.

TASK SUMMARY

A. Data Gathering & Program Confirmation

1. The Town will provide Dunaway all existing information for the current on-site and off-site conditions including, but not limited to the following: GIS files; as-built CAD files, aerial photographs; topographic surveys; easements; boundary surveys; property lines; building locations and layouts; roadways and parking; utility locations; trees and vegetation; pond hydrology and drainage information; and any existing park improvements.
2. Based upon the information provided by the Town, Dunaway will prepare an existing conditions base map for use in the planning process. The base map will be comprised of as-built features as received from the Town, and will serve as the foundation graphic for the Conceptual Master Plan.
3. Dunaway will attend one (1) kick-off meeting with Town representatives to discuss and confirm the project schedule, project goals, and desired park program items to be included in the Conceptual Master Plan. *Note: This meeting will occur in combination with the Frontier Park North Conceptual Master Plan kick off meeting.*
4. While in town for item A.3, Dunaway will perform one (1) site review with Town representatives to observe the existing conditions and areas for possible development.
5. Dunaway will prepare a narrative list with key map noting the primary opportunities and constraints of the existing site and surrounding areas.

Task A Deliverables: Base map for existing site in large color pdf format (24" x 36" minimum), Program Summary, Opportunities and Constraints Narrative List and Key Map (24"x36"Minimum)

B. Conceptual Master Plan

1. Based upon the Program Summary as approved by the Town, Dunaway will prepare up to two (2) Conceptual Plan Alternatives for new development at Sexton Park.
2. Dunaway will also prepare preliminary cost budget projections for the primary program elements depicted within the Conceptual Plan Alternatives.
3. Dunaway will participate in one (1) conference call with Town representatives to review the Conceptual Plan Alternatives and budget projections.
4. Dunaway will attend one (1) Parks and Recreation Board meeting to present the Conceptual Master Plan Alternatives in relation to the needs assessment conducted as part of the parks,

recreation, and open space master plan. *Note: This presentation will occur in combination with the Frontier Park North Conceptual Master Plan presentation to the Parks & Recreation Board.*

5. Dunaway will attend one (1) Town Council meeting to present the Concept Master Plan Alternatives in relation to the needs assessment conducted as part of the parks, recreation, and open space master plan. *Note: This presentation will occur in combination with the Frontier Park North Conceptual Master Plan presentation to Town Council.*
6. Based on the feedback from Parks and Recreation Board & Town Council, Dunaway will prepare (1) final illustrative Master Plan graphic.
7. Dunaway will also prepare preliminary cost budget projections for the primary program elements depicted within illustrative Master Plan Graphic.

Task B Deliverables: Conceptual Plan Alternatives in large color pdf format (24" x 36" minimum), Preliminary Cost Budget Projections, and Final Illustrative Master Plan in large color pdf format (24" x 36" minimum)

ADDITIONAL SERVICES

Additional services, not included in this Scope of Services, will be negotiated with the Town as necessary. Compensation will be based upon either a mutually agreed lump sum fee or on an hourly basis. Additional services must receive written authorization from the Town before being performed.

ASSUMPTIONS

- A. The Town will provide, as expeditiously as possible, all existing data, as-built CAD files and base information currently in its possession and as necessary to complete the Scope of Services described herein. All information provided by the Town is assumed to be accurate and complete, unless otherwise indicated by the Town. Any information required to complete this Scope of Services that cannot be readily provided by the Town will remain the responsibility of the Town.
- B. This Scope of Services does not include any topographic surveys or boundary surveys.
- C. This Scope of Services does not include any hydraulic or hydrology engineering modeling or design services for any creeks, lakes, etc.
- D. This Scope of Services does not include any water agency reviews, coordination or regulatory permitting with such agencies as the U.S. Army Corps of Engineers, FEMA, TCEQ, or others.

- E. This Scope of Services does not include any services for geotechnical engineering evaluations or soils testing.
- F. This Scope of Services does not include any services for traffic studies or transportation engineering/planning studies.
- G. This Scope of Services does not include design or production of any marketing materials to be utilized by the City for such items as press releases, web postings, brochures, flyers, posters, 3D animations, videos, etc.
- H. This Scope of Services does not include any schematic design, design development, construction documents, specifications or bid documents.

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND DUNAWAY ASSOCIATES, L.P.
FOR THE FRONTIER PARK NORTH CONCEPTUAL MASTER PLAN AND SEXTON PARK
CONCEPTUAL MASTER PLAN PROJECTS**

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	August 2014	
I. FRONTIER PARK NORTH CONCEPTUAL MASTER PLAN		
Task A – Data Gathering & Program Confirmation	September 2014	\$3,320
Task B – Concept Master Plan	January 2015	\$11,030
II. SEXTON PARK CONCEPTUAL MASTER PLAN		
Task A – Data Gathering & Program Confirmation	September 2014	\$3,755
Task B – Concept Master Plan	January 2015	\$14,045
Total Compensation		\$32,150

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
I. FRONTIER PARK NORTH CONCEPTUAL MASTER PLAN	
Task A – Data Gathering & Program Confirmation	\$3,320
Task B – Concept Master Plan	\$11,030
II. SEXTON PARK CONCEPTUAL MASTER PLAN	
Task A – Data Gathering & Program Confirmation	\$3,755
Task B – Concept Master Plan	\$14,045
Total Basic Services:	\$32,150

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

Direct Expenses	Amount
Reimbursable Expenses (Not-to-exceed)	\$1,000
Total Direct Expenses:	\$1,000

**EXHIBIT C
INSURANCE REQUIREMENTS**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND DUNAWAY ASSOCIATES, L.P.
FOR THE FRONTIER PARK NORTH CONCEPTUAL MASTER PLAN AND SEXTON PARK
CONCEPTUAL MASTER PLAN PROJECTS**

I. COMMON REQUIREMENTS

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

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

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

II. GENERAL LIABILITY INSURANCE

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

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

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

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

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

III. AUTOMOBILE LIABILITY

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

III. PROFESSIONAL LIABILITY

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

IV. WORKERS COMPENSATION

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

V. OTHER INSURANCE REQUIREMENTS

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

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

**EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND DUNAWAY ASSOCIATES, L.P.
FOR THE FRONTIER PARK NORTH CONCEPTUAL MASTER PLAN AND SEXTON PARK
CONCEPTUAL MASTER PLAN PROJECTS**

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ				
For vendor or other person doing business with local governmental entity						
<p><small>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</small></p> <p><small>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</small></p> <p><small>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</small></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="padding: 2px;">Date Received</td> </tr> </table>		OFFICE USE ONLY	Date Received		
OFFICE USE ONLY						
Date Received						
<p>1 Name of person who has a business relationship with local governmental entity.</p> <p align="center"><u>N/A</u></p>						
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p align="center"><small>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</small></p>						
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center"><u>N/A</u> Name of Officer</p> <p><small>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</small></p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>						
<p>4</p> <p align="center"> <table style="width: 100%;"> <tr> <td style="width: 60%;"><u>E. W. Douthett</u></td> <td style="width: 40%;"><u>8/5/14</u></td> </tr> <tr> <td align="center"><small>Signature of person doing business with the governmental entity</small></td> <td align="center"><small>Date</small></td> </tr> </table> </p>			<u>E. W. Douthett</u>	<u>8/5/14</u>	<small>Signature of person doing business with the governmental entity</small>	<small>Date</small>
<u>E. W. Douthett</u>	<u>8/5/14</u>					
<small>Signature of person doing business with the governmental entity</small>	<small>Date</small>					

Adopted 06/29/2007



CERTIFICATE OF LIABILITY INSURANCE

Item 13

DATE (MM/DD/YYYY)
6/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 500 W. 13th Street Fort Worth TX 76102	CONTACT NAME: Amanda Villanueva	
	PHONE (A/C No. Ext): 800-728-2374	FAX (A/C No.): 817-347-6981
E-MAIL ADDRESS: avillanueva@higginbotham.net		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: State Automobile Mutual Ins Co.		25135
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED DUNAW22

Dunaway Associates LP
 550 Bailey Ave, #400
 Fort Worth TX 76107

COVERAGES CERTIFICATE NUMBER: 240590848 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

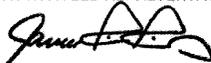
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LimitedCont Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			BOP275400601	6/16/2014	6/16/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP2382981	6/16/2014	6/16/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CXS211863901	6/16/2014	6/16/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below							WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractor's Equipment			BOP275400601	6/16/2014	6/16/2015	See Schedule Below ACV Ded \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The General Liability and Automobile Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status (GL includes completed operations) and a blanket waiver of subrogation endorsement to the certificate holders only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Town of Prosper P.O. Box 307 Prosper TX 75078	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2010 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: DUNAW22

LOC #: _____



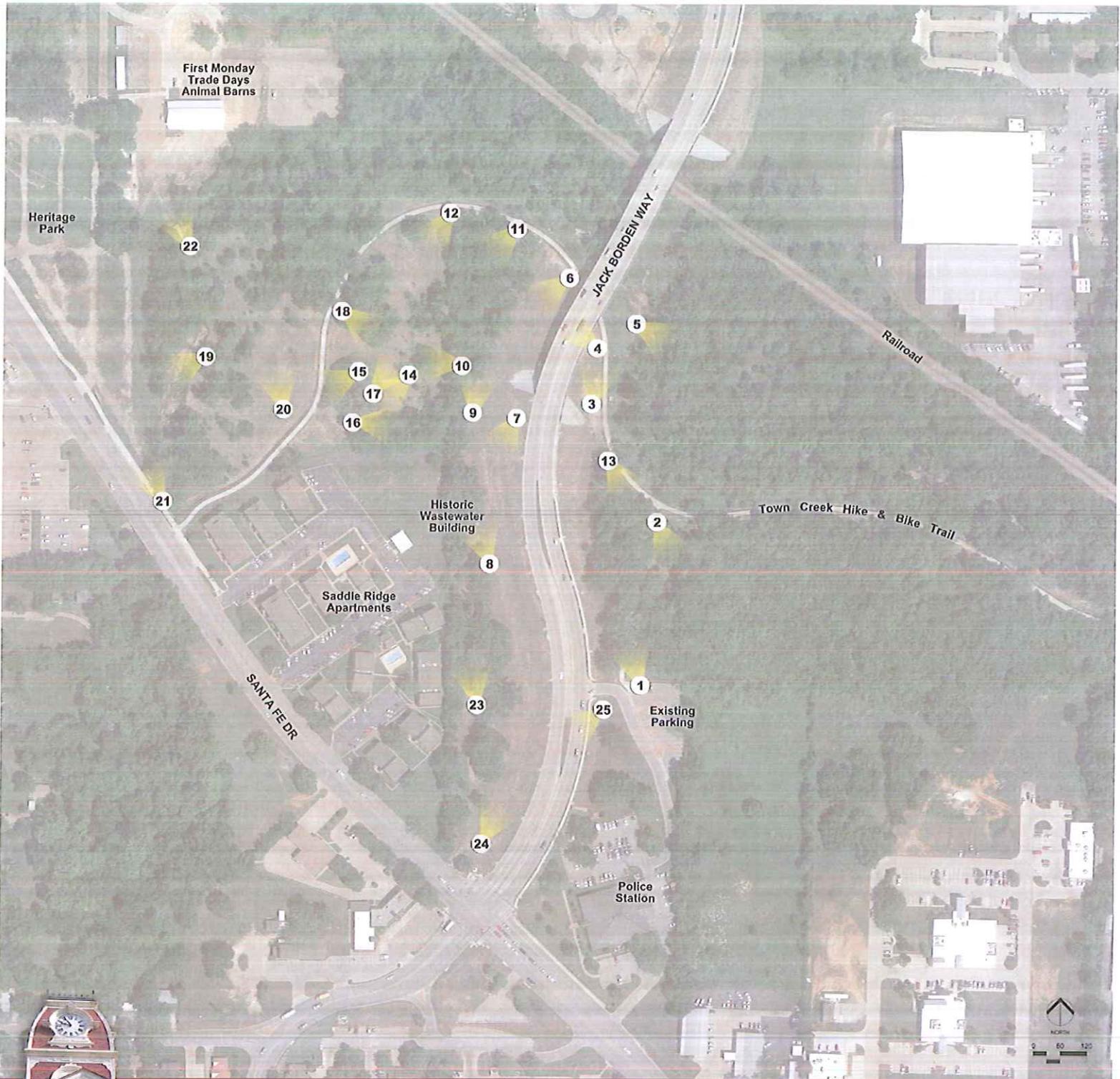
ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Dunaway Associates LP 550 Bailey Ave, #400 Fort Worth TX 76107	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Umbrella is follow form.
 The General Liability and Automobile Liability policies include an endorsement providing that 30 days notice of cancellation (or coverage change) will be furnished to the certificate holder.



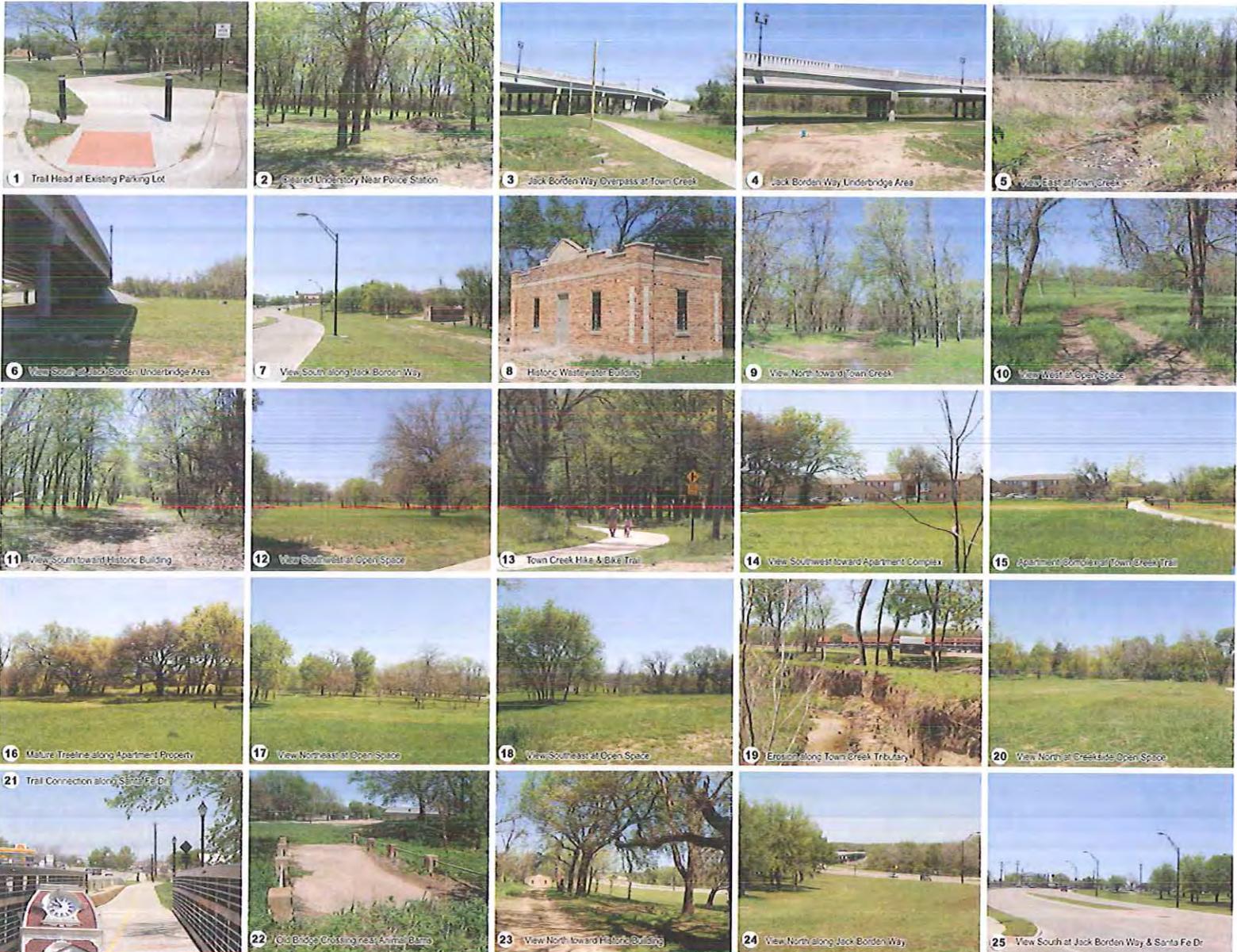
Heritage Park Concept Plan

City of Weatherford Parks & Recreation Department

May 7, 2013

Existing Conditions





Heritage Park Concept Plan

City of Westminster Parks & Recreation Department

May 7, 2013

Photo Key



PROGRAM:

Amphitheater

- Size / # People
- Seating
- Stage Area
- Access / Maintenance
- Utility Needs (Electrical, Water Irrigation, etc.)

Parking / Access

- Use of R.O.W.
- # Vehicles

Dog Park

- Size / # Pens
- Shade / Shelters
- Play / Obstacles
- Parking / Access
- Floodway / Floodplain

Memorial Area

- Public Art
- Access
- Multiple Honorees
- Tree Grove, Plaza, etc.

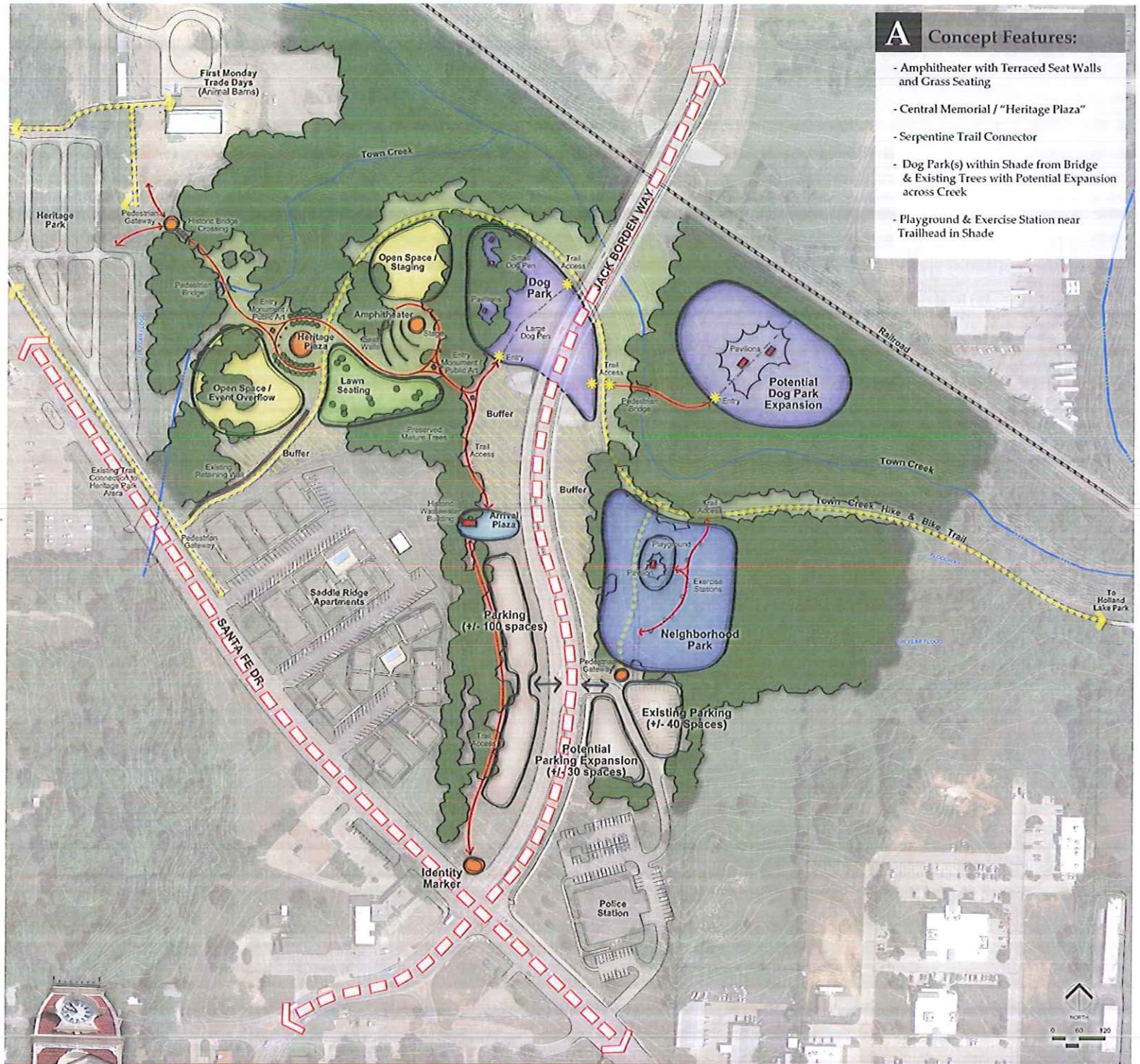
Exercise Stations

- Equipment on Trail Circuit
- Playground
- Parking / Access
- Other

Other



- A Concept Features:**
- Amphitheater with Terraced Seat Walls and Grass Seating
 - Central Memorial / "Heritage Plaza"
 - Serpentine Trail Connector
 - Dog Park(s) within Shade from Bridge & Existing Trees with Potential Expansion across Creek
 - Playground & Exercise Station near Trailhead in Shade



Heritage Park Concept Plan

City of Weatherford Parks & Recreation Department
May 21, 2013

Conceptual Studies





Heritage Park Concept Plan

City of Weatherford Parks & Recreation Department

July 16, 2013

Final Concept Plan





HERITAGE PARK CONCEPT PLAN

Weatherford, Texas

Budget Projections*

August 7, 2013

*Budget projections below are based on the Master Plan graphic dated July 16, 2013.

No.	Item Description	Quantity	Unit	Unit Price	Subtotal
1.	General Site Items				
	A. Site Preparation/Demolition Allowance	1	LS	\$15,000.00	\$15,000.00
	B. Earthwork Allowance	1	LS	\$125,000.00	\$125,000.00
	C. Site Utilities Allowance	1	LS	\$150,000.00	\$150,000.00
				TOTAL	\$290,000.00
2.	Amphitheater / Civic Green Area				
	A. Performance Stage w/ Canopy	1	LS	\$125,000.00	\$125,000.00
	B. Seat Walls w/ Decorative Boulders	350	LF	\$125.00	\$43,750.00
	C. Restroom / Pavilion Building	1	LS	\$200,000.00	\$200,000.00
	D. Special Paving @ Restroom / Pavilion	1,600	SF	\$10.00	\$16,000.00
	E. Wayfinding & Interpretive Signage Allowance	1	LS	\$10,000.00	\$10,000.00
	F. Concrete Trail (10' width)	940	LF	\$40.00	\$37,600.00
	G. Site Furnishings Allowance	1	LS	\$25,000.00	\$25,000.00
	H. Security Lighting	1	LS	\$12,000.00	\$12,000.00
	I. Landscape Development	1	LS	\$35,000.00	\$35,000.00
	J. Irrigation Allowance	1	LS	\$30,000.00	\$30,000.00
				TOTAL	\$534,350.00

No.	Item Description	Quantity	Unit	Unit Price	Subtotal
3.	Heritage Plaza				
	A. Water Feature w/ Entry Signage	1	LS	\$100,000.00	\$100,000.00
	B. Terrace Walls	200	LF	\$100.00	\$20,000.00
	C. Site Furnishings	1	LS	\$15,000.00	\$15,000.00
	D. Memorial Display Allowance	1	LS	\$40,000.00	\$40,000.00
	E. Decomposed Granite	6,100	SF	\$4.00	\$24,400.00
	F. Decorative Boulder Allowance	1	LS	\$5,000.00	\$5,000.00
	G. Concrete Trail (10' width)	450	LF	\$40.00	\$18,000.00
	H. Security Lighting	1	LS	\$8,000.00	\$8,000.00
	I. Landscape Development	1	LS	\$15,000.00	\$15,000.00
	J. Irrigation Allowance	1	LS	\$5,000.00	\$5,000.00
				TOTAL	\$250,400.00
4.	Arrival Plaza				
	A. Special Paving	5,000	SF	\$10.00	\$50,000.00
	B. Entry Arbors / Gateways	1	LS	\$40,000.00	\$40,000.00
	C. Wayfinding & Interpretive Signage Allowance	1	LS	\$5,000.00	\$5,000.00
	D. Site Furnishings Allowance	1	LS	\$8,000.00	\$8,000.00
	E. Tree Grates	3	EA	\$2,000.00	\$6,000.00
	F. Seat Wall / Planters	150	LF	\$100.00	\$15,000.00
	G. Landscape Development	1	LS	\$12,000.00	\$12,000.00
	H. Irrigation Allowance	1	LS	\$3,000.00	\$3,000.00
				TOTAL	\$139,000.00

No.	Item Description	Quantity	Unit	Unit Price	Subtotal
5.	Entry / Parking				
	A. Special Paving in Entry Drive	3,300	SF	\$12.00	\$39,600.00
	B. Concrete Trail (10' width)	725	LF	\$40.00	\$29,000.00
	C. Parking Spaces	90	Spaces	\$2,000.00	\$180,000.00
	D. Park Entry Signage	1	LS	\$7,000.00	\$7,000.00
	E. Wayfinding & Interpretive Signage Allowance	1	EA	\$2,000.00	\$2,000.00
	F. Site Furnishings Allowance	2	EA	\$2,500.00	\$5,000.00
	G. Parking Lot Lighting	1	LS	\$30,000.00	\$30,000.00
	H. Landscape Development	1	LS	\$30,000.00	\$30,000.00
	I. Irrigation Allowance	1	LS	\$15,000.00	\$15,000.00
				TOTAL	\$337,600.00
6.	Dog Park				
	A. Perimeter Fencing w/ Bull Pen Gates	1,700	LF	\$35.00	\$59,500.00
	B. 12" Concrete Mow Strip @ Perimeter Fence	1,600	LF	\$12.00	\$19,200.00
	C. Special Paving at Entries	4,200	SF	\$10.00	\$42,000.00
	D. Decomposed Granite @ Bull Pens	2,900	SF	\$4.00	\$11,600.00
	E. Site Furnishings Allowance	1	LS	\$20,000.00	\$20,000.00
	F. Seat Walls	400	LF	\$100.00	\$40,000.00
	G. 8" Concrete Mow Strip at Tree Clusters	1,650	LF	\$12.00	\$19,800.00
	H. Mulch Surfacing in Tree Clusters	18,500	SF	\$2.00	\$37,000.00
	I. Mulch Surfacing in Dog Pens	75,500	SF	\$2.00	\$151,000.00
	J. Signage Allowance	1	LS	\$5,000.00	\$5,000.00
	K. Landscape Development	1	LS	\$8,000.00	\$8,000.00
	L. Irrigation Allowance	1	LS	\$3,000.00	\$3,000.00
	M. Additional Parking	16	Spaces	\$2,000.00	\$32,000.00
	N. Parking Access Gate @ Police Drive	1	LS	\$8,000.00	\$8,000.00
	O. Concrete Walk Connection (6' width)	200	LF	\$24.00	\$4,800.00
				TOTAL	\$460,900.00

No.	Item Description	Quantity	Unit	Unit Price	Subtotal
7.	Nature Playground Area				
	A. Picnic Pavilion	1	LS	\$30,000.00	\$30,000.00
	B. Playground Equipment Allowance	1	EA	\$125,000.00	\$125,000.00
	C. Exercise Station Equipment	8	EA	\$5,000.00	\$40,000.00
	D. Site Furnishings Allowance	1	LS	\$25,000.00	\$25,000.00
	E. Universally Accessible Safety Surfacing	2,650	SF	\$22.00	\$58,300.00
	F. Wood Fiber Safety Surfacing w Drainage	6,500	SF	\$2.50	\$16,250.00
	G. Concrete Playground Edge	100	LF	\$15.00	\$1,500.00
	H. Concrete Trail (6' width)	400	LF	\$24.00	\$9,600.00
			TOTAL		\$305,650.00
8.	Nature Trail Loop				
	A. Wayfinding & Interpretive Signage Allowance	1	LS	\$10,000.00	\$10,000.00
	B. Benches @ Wildlife Blinds	6	EA	\$2,000.00	\$12,000.00
	C. Pedestrian Bridge	1	EA	\$100,000.00	\$100,000.00
	D. Nature Trails (6' width)	1,600	LF	\$24.00	\$38,400.00
	E. Landscape Development (hydromulch disturbed areas)	1	LS	\$4,500.00	\$4,500.00
			TOTAL		\$164,900.00
9.	Roadway Buffer Area				
	A. Landscape Development (shade trees, ornamental trees, wildflower plantings)	1	LS	\$50,000.00	\$50,000.00
			TOTAL		\$50,000.00
10.	Misc. Trail Connections				
	A. Special Paving at Pedestrian Gateways	700	SF	\$10.00	\$7,000.00
	B. Concrete Trail (10' width)	1,350	LF	\$40.00	\$54,000.00
	C. Pedestrian Bridge	1	EA	\$150,000.00	\$150,000.00
	D. Enhance Existing Crossing Allowance	1	LS	\$75,000.00	\$75,000.00
	E. Security Lighting	1	LS	\$35,000.00	\$35,000.00
	F. Landscape Development	1	LS	\$18,000.00	\$18,000.00
	G. Irrigation Allowance	1	LS	\$12,000.00	\$12,000.00
			TOTAL		\$351,000.00

No.	Item Description	Quantity	Unit	Unit Price	Subtotal
SUMMARY OF BUDGET TOTALS:					
A. ESTIMATED CONSTRUCTION COSTS					
1.	GENERAL SITE ITEMS				\$290,000.00
2.	AMPHITHEATER / CIVIC GREEN AREA				\$534,350.00
3.	HERITAGE PLAZA				\$250,400.00
4.	ARRIVAL PLAZA				\$139,000.00
5.	ENTRY / PARKING				\$337,600.00
6.	DOG PARK				\$460,900.00
7.	NATURE PLAYGROUND AREA				\$305,650.00
8.	NATURE TRAIL LOOP				\$164,900.00
9.	ROADWAY BUFFER AREA				\$50,000.00
10.	MISC. TRAIL CONNECTIONS				\$351,000.00
BASE TOTAL					\$2,883,800.00
+ 15% CONTINGENCY					\$432,570.00
CONSTRUCTION TOTAL					\$3,316,370.00
B. OWNERS COSTS (Geotech, Testing, TDLR, etc.) (Approx. 1.5% of Construction)					\$50,000.00
C. DESIGN SERVICES (A&E, Surveying, etc.)					\$330,000.00
PROJECT BUDGET TOTAL:					\$3,696,370.00

ADMINISTRATION



To: Mayor and Town Council

From: Harlan Jefferson, Town Manager

Re: Town Council Meeting – September 23, 2014

Agenda Item:

Consider and act upon authorizing the Mayor to execute the First Amended and Restated Development and Financing Agreement with Blue Star Land, L.P., Blue Star Allen, L.P., 183 Land Corp., and Prosper Economic Development Corporation, for the reimbursement of the cost of construction of public infrastructure to be constructed within Tax Increment Reinvestment Zone Number One, Town of Prosper.

Description of Agenda Item:

On March 25, 2008, the Town Council approved a Development and Financing Agreement with Blue Star Land, L.P., Blue Star Allen, L.P., and 183 Land Corp., to address the cost of construction of public infrastructure within TIRZ No. 1. On October 28, 2008, the Town Council adopted Ordinance 08-103 designating the TIRZ No. 1 to promote the development or redevelopment of the area. At that time, a Preliminary Project and Financing Plan was presented and approved.

The Town Council is being asked to consider approval of the First Amended and Restated Development and Financing Agreement with Blue Star Land, L.P., Blue Star Allen, L.P., and 183 Land Corp. The Prosper Economic Development Corporation has also been made a party to the agreement. In place of the Project and Financing Plan, a Forecast of Local Tax Revenue Generated by Prosper TIRZ No. 1 has been prepared. The new agreement eliminates the risk from the Town issuing debt and relies on Blue Star increasing the property values and other revenue within the TIRZ No. 1 for repayment of the private financing. Blue Star has accepted that risk. In addition to the projected \$187,051,828 in revenue for the TIRZ No. 1, the agreement has the potential to generate \$221,226,718 in revenue for the Town, \$270,052,723 for PISD, \$22,278,490 for Collin County, and \$13,525,760 for Collin County Community College.

Some of the major differences between the original and first amended agreements are highlighted in the following table:

Original	First Amended and Restated
<i>Maximum Construction Payment</i>	
Maximum was \$56 million for public improvements and \$8 million for Preston Rd.	Maximum is \$58 million for public improvements.
<i>Issuance of Debt</i>	
The Town and/or Public Improvement District to facilitate the issuance of the bonds and incur interest.	Blue Star will finance construction projects and get repaid principal and interest.
<i>Municipal Site</i>	
Blue Star required to convey to Town without cost an 8-acre municipal site.	Blue Star required to convey to Town without cost an 8-acre municipal site, plus 19 acres for park and/or municipal purposes with flexibility for location.
<i>Impact Fees</i>	
Required a waiver of impact fees, and development permit fees in consideration of dedication of water tower site and municipal site.	Impact fees will be collected, deposited into special account, and credited dollar for dollar against maximum construction payment. Development and permit fees will be deposited into special account if previously mentioned acres are conveyed to Town within six months after the agreement effective date.
<i>Private Improvements</i>	
Blue Star was required to construct 650,000 sq. ft. of private improvements.	Blue Star is required to construct 900,000 sq. ft. of private improvements in no more than three phases.

Budget Impact:***Revenues generated and contributed to the project fund:***

- 70% of Town's real property ad valorem tax increment in TIRZ No. 1
- 100% of Town's real property ad valorem tax in TIRZ No. 1 attributable to "rollback" taxes
- 40% of one percent municipal sales tax generated in TIRZ No. 1
- 67% of one-half of one percent (0.5%) municipal sales tax imposed pursuant to the Development Corporation Act on behalf of Prosper Economic Development Corporation and generated within TIRZ No. 1
- 50% of Collin County's ad valorem tax increment in TIRZ No. 1
- 25% of 380 Construction Sales Office Revenue for private improvements in TIRZ No. 1
- 100% of impact fees collected in TIRZ No. 1 and additional wastewater impact fees collected in the additional area to benefit from the western sewer main to be constructed

Legal Obligations and Review:

Attorney Pete Smith has reviewed the agreement as to form and legality.

Attached Documents:

1. First Amended and Restated Development and Financing Agreement
2. Forecast of Local Tax Revenue Generated by Prosper TIRZ No. 1

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Mayor to execute the First Amended and Restated Development and Financing Agreement with Blue Star Land, L.P., Blue Star Allen, L.P., 183 Land Corp., and Prosper Economic Development Corporation, for the reimbursement of the cost of construction of public infrastructure to be constructed within Tax Increment Reinvestment Zone Number One, Town of Prosper.

Proposed Motion:

I move to authorize the Mayor to execute the First Amended and Restated Development and Financing Agreement with Blue Star Land, L.P., Blue Star Allen, L.P., 183 Land Corp., and Prosper Economic Development Corporation, for the reimbursement of the cost of construction of public infrastructure to be constructed within Tax Increment Reinvestment Zone Number One, Town of Prosper.

**FIRST AMENDED AND RESTATED
DEVELOPMENT AND FINANCING AGREEMENT**

Among

**TOWN OF PROSPER, TEXAS,
PROSPER ECONOMIC DEVELOPMENT CORPORATION,**

183 LAND CORP.,

BLUE STAR ALLEN LAND LP,

and

BLUE STAR LAND, LP

_____, 2014

TABLE OF CONTENTS

	<u>Page</u>
Article I, Purpose and Definitions	
Section 1.1. Purpose.....	4
Section 1.2. Definitions.....	4
Article II, Term	14
Article III, Economic Development Program	
Section 3.1. Economic Development Program.....	14
Section 3.2. 380 Rollback Revenues.....	15
Section 3.3. 380 Construction Sales Office Revenues.....	15
Section 3.4. Impact Fees	17
Section 3.5. Conveyance of Municipal Site and Water Tower Site.....	17
Section 3.6. PEDC Contribution to Project Fund	18
Section 3.7. TIRZ Boundary Adjustment	18
Section 3.8. Pre-Development TIRZ Projects.....	18
Article IV, Improvements	
Section 4.1. Construction of Private Improvements	18
Section 4.2. Construction of Public Improvements	20
Section 4.3. Design and Construction of Projects.....	23
Section 4.4. Liens, Encumbrances, and Charges	24
Section 4.5. Company’s Right to Mortgage.....	24
Section 4.6. Maintenance of Common Areas	25
Section 4.7. Regulatory Requirements Control	25
Article V, Payment of Construction Costs	
Section 5.1. Private Improvements	25
Section 5.2. Public Improvements	25
Section 5.3. Sales and Use Tax Information.....	31
Article VI, Indemnification	32
Article VII, Representations	
Section 7.1. Representations of Company	34
Section 7.2. Representations of the Town and the PEDC.....	35
Article VIII, Termination; Remedies	
Section 8.1. Default; Remedies.....	36
Section 8.2. Termination of Agreement for Failure to Construct Pubic and/or Private Improvements.....	37
Article XI, Miscellaneous Provisions	
Section 9.1. Assignment	38

Section 9.2.	Entire Agreement	38
Section 9.3.	Notices	38
Section 9.4.	Partial Invalidity.....	40
Section 9.5.	Counterparts	40
Section 9.6.	No Partnership, Joint Venture or Joint and Several Liability	41
Section 9.7.	Representatives Not Individually Liable	41
Section 9.8.	Compliance with Laws	41
Section 9.9.	Venue	42
Section 9.10.	Survival of Covenants.....	42
Section 9.11.	Town Attorney Fees.....	42
Section 9.12.	Fees for Preparation of Project Plan and Financing Plan	42
Section 9.13.	Recitals.....	42
Section 9.14.	Employment of Undocumented Workers	42
Section 9.15.	Exhibits	43
Section 9.16.	Approvals and Actions.....	43
Section 9.17.	First Amended and Restated Agreement	43

**FIRST AMENDED AND RESTATED
DEVELOPMENT AND FINANCING AGREEMENT**

This First Amended and Restated Development and Financing Agreement (this “Agreement”) is entered into among the Town of Prosper, Texas (the “Town”), a duly incorporated municipality of the State of Texas, the Prosper Economic Development Corporation (the “PEDC”), a Texas non-profit corporation, and Blue Star Land, LP, a Texas limited partnership (the “Company”) (Company, the PEDC and the Town are collectively referred to as the “Parties” and singularly as a “Party”), 183 Land Corp., a Texas corporation, and Blue Star Allen Land LP, a Texas limited partnership (collectively the “Additional Landowners”) (collectively with the Company and Additional Landowners the “Landowners”), acting by and through their respective authorized officers.

RECITALS

All terms with initial capital letters used in these Recitals without definition have the meanings given to them in Section 1.2.

WHEREAS, the Company intends to develop approximately 600 acres of land located in the Town of Prosper, Texas owned by the Landowners, more particularly described in **Exhibit 1** hereto (the “Land”). The Gates of Prosper development is projected to be one of North Texas' largest "Town Center" multi-use projects including retail, office and residential uses. The Company intends to utilize new urbanism design to incorporate outdoor retailing, public plazas, civic spaces, landscaped parkland and a food retailing and specialty market area into an integrated first-class destination project. The Company plans to incorporate open space, civic and public areas, pedestrian-oriented plazas and multi-purpose gathering places to create a "sense of place" that should be the future center of the Prosper community; and

WHEREAS, the Town Council of the Town adopted Ordinance No. 05-20 providing zoning regulations for the development and use of the Gates of Prosper, and thereby created Planned Development Zoning Districts 00-03-PD-3 and 04-47-PD13, as amended by Ordinance No. 14-32, encompassing the Gates of Prosper in accordance with the applicable codes, ordinances, and procedures of the Town (the “Zoning Ordinance”). The zoning district describes

the specific categories of uses and development activities that are permissible within the zoning district, and includes minimum design standards for the zoning district; and

WHEREAS, the Gates of Prosper (the "Development") will require the construction and financing of the public streets, water, sewer and drainage facilities, urban park sites, and other public infrastructure and improvements that are described on **Exhibit 2** hereto (collectively, the "Public Improvements") all of which will enhance and benefit the Town and will enable the use of the Gates of Prosper for the development, retention, and expansion of business enterprises and residential uses within the area and to attract high quality commercial and retail owners or tenants to the Development; and

WHEREAS, the Town has approved Ordinance No. 08-103 designating the Land as a Tax Increment Financing Reinvestment Zone No. One in accordance with the Tax Increment Financing Act, Tax Code, Chapter 311, to be known as Tax Increment Financing Reinvestment Zone Number One, Town of Prosper (the "TIRZ"); and

WHEREAS, pursuant to the Reinvestment Zone Number One Participation Agreement, dated October 14, 2008, Collin County agreed to participate in the TIRZ and contribute fifty percent (50%) of its Tax Increment to the Tax Increment Fund; and

WHEREAS, the Parties intend that the Construction Costs of the Public Improvements plus Interest will be paid or reimbursed solely from the Project Fund up to the Maximum Construction Payment plus Interest; and

WHEREAS, Town reserves the right to construct the Public Improvements required for the Private Improvements and otherwise to be constructed by Company and to use the Project Fund to pay the Construction Costs of the Public Improvements and Interest as set forth in this Agreement; and

WHEREAS, the PEDC agrees to contribute an amount equal to a percentage of the sales and use tax imposed pursuant to Chapter 501, Texas Local Government Code, on behalf of the PEDC, on the sale of Taxable Items Consummated within the TIRZ toward the payment of the construction costs of Public Improvements which meet the definition of Infrastructure within TIRZ to be deposited into the Project Fund; and

WHEREAS, the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code, as amended (the “Act”), authorizes the PEDC to provide economic development grants for the creation and retention of primary jobs that are required for the development of manufacturing and industrial facilities, research and development facilities, and for infrastructure suitable for new or expanded industrial business enterprises; and

WHEREAS, the PEDC has determined that the contribution of sales and use tax by the PEDC for deposit in the Project Fund to be made hereunder are required or suitable to promote or develop new or expanded business enterprises and constitutes a “project”, as that term is defined in the Act; and

WHEREAS in furtherance of the intent of the Parties to pay for or reimburse the Construction Costs for the Public Improvements plus Interest, the Town has: (i) designated the TIRZ and appointed the TIRZ Board; (ii) caused the TIRZ Board to approve a final project and finance plan; and (iii) entered into a Participation Agreement that provides County participation in the TIRZ; and

WHEREAS in furtherance of the intent of the Parties to pay or reimburse the Construction Costs, for the Public Improvements, plus Interest, the Town intends to provide the Project Funds to pay for, or pay or reimburse Company and/or the Town, as the case may be, for Construction Costs for the Public Improvements, plus Interest; and

WHEREAS the Parties intend that all Public Improvements will be constructed on land and easements owned, leased, or licensed by or dedicated to the Town upon terms and conditions approved by the Town Manager in writing, pursuant to applicable Town ordinances; and

WHEREAS the Parties intend that all of the costs of the Private Improvements will be paid by Company from private funds; and

WHEREAS, the Parties intend that all Construction Costs of the Public Improvements and Interest in excess of the Maximum Construction Payment will be paid exclusively by Company from private funds; and

WHEREAS to promote local economic development and stimulate business and commercial activity within the Town and to develop and diversify the economy of the state by eliminating unemployment or underemployment and developing or expanding commerce in the state, including the enhancement of the Land, the Town, by executing this Agreement, intends to create the Economic Development Program that will achieve the foregoing economic development objectives and make economic development grants in accordance with such program;

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I PURPOSE AND DEFINITIONS

Section 1.1. Purpose

This Agreement is executed: (a) to provide for the payment or reimbursement to the Company and/or the Town, as the case may be, of Construction Costs of the Public Improvements up to the Maximum Construction Payment, plus Interest; (b) to establish the Economic Development Program; (c) to implement the Economic Development Program through the payments of economic development grants; (d) to provide for a Project Fund to achieve the foregoing purposes; and (e) to otherwise provide for the development of the Land.

Section 1.2. Definitions

Unless the context requires otherwise, the terms with initial capital letters are defined as follows:

380 Construction Sales Office Revenues means twenty-five percent (25%) of the Town's Sales Tax Receipts from the Comptroller as a result of the sale of Taxable Items by the Retailers Consummated at the Construction Sales Office.

380 Rollback Revenues means the rollback taxes assessed against the Land and collected by the Town.

Additional Landowners means 183 Land Corp., a Texas corporation, Blue Star Allen Land LP, a Texas limited partnership, 380 & 289, L.P., a Texas limited partnership and

289 (Preston) & 380, L.P., a Texas limited partnership, and their successors and assigns to the Land.

Administrative Expenses mean reasonable costs and expenses paid or incurred by the Town and associated with, or incident and allocable to, the organization and administration of the TIRZ, or other funding sources, as applicable, including but not limited to the costs or expenses paid or incurred by the Town as set forth herein. Administrative Expenses include reasonable costs and expenses of the Town and the PEDC in administering the Economic Development Program. Administrative Expenses do not include any costs and expenses incurred by the Company, its contractors, agents and employees.

Agreement means this First Amended and Restated Development and Financing Agreement.

Available TIRZ Revenues means TIRZ Revenues less Administrative Expenses.

Bankruptcy or Insolvency means the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of such Party's property and such appointment is not terminated within one hundred eighty (180) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within one hundred eighty (180) days after the filing thereof.

Captured Appraised Value means the total Taxable Value of all real property taxable by a Taxing Unit, and located within the TIRZ for the year less the Tax Increment Base of the respective Taxing Unit.

Chapter 380 means Chapter 380 of the Texas Local Government Code, as amended.

Chapter 395 means Chapter 395 of the Texas Local Government Code, as amended.

Commencement Date means the date of the Commencement of Construction of any of the Public Improvements.

Commencement of Construction means, for each Development Project, that: (i) plans have been prepared and all approvals required by applicable governmental authorities have been obtained for construction of the Development Project; (ii) all necessary permits pursuant to the approved plans have been issued; and (iii) grading, if necessary, of the applicable portion of the Land has commenced.

Company has the meaning given such term in the introductory paragraph.

Completion of Construction means: (i) for Public Improvements, that the improvements have been completed, inspected by the Town, and accepted by the Town; and (ii) for Private Improvements, that the building or structure has been completed and a certificate of occupancy has been issued by the Town for the applicable building or other structure.

Comptroller means the office of the Texas Comptroller, or its successor.

Construction Agreement means an agreement for the design or construction of Public Improvements as approved by the Town Manager pursuant to applicable Town ordinances and Company. Whenever possible, Construction Agreements shall be "separated contracts" that divide the contract price into a stated agreed amount for incorporated materials and a separately agreed amount for skill and labor.

Construction Costs means the costs and expenses paid or incurred as approved by the Town Manager in accordance with applicable Town ordinances pursuant to an approved Construction Agreement entered into on or before the 15th anniversary of the Effective Date in connection with the design and construction of Public Improvements including, but not limited to, costs for: (i) designing, planning, constructing, acquiring, and installing the Public Improvements, (ii) labor, materials, and payment and performance bonds for Public Improvements, and (iii) architectural, engineering, and insurance premiums related to the Public Improvements. Construction Costs do not include cost of financing, interest on loans for construction, internal management fees, capitalized interest, reserve accounts, and costs of acquisition of easements or right-of-way.

Construction Sales Office has the meaning assigned in Section 3.3.

Consummated has the meaning assigned such term by the Texas Tax Code, as amended.

Contractor means the contractors selected by Company or the Town, as the case may be, and jointly approved by the Town and Company to act as a general contractor under any Construction Agreement.

County means Collin County, Texas.

Development has the meaning given such term in the Recitals.

Development Projects means the Private Improvements or the Public Improvements or any portion thereof, as the case may be.

Economic Development Program means the program described in Section 3.1 for the promotion of economic development within the Town and the Land pursuant to and as authorized by Chapter 380.

Effective Date means the last date of execution hereof by the Parties.

Force Majeure means any contingency or cause beyond the reasonable control of a Party, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such Party), fires, explosions, floods, strikes, slowdowns or work stoppages, and shortage of materials and labor.

Gates of Prosper means a mixed-used development consisting of approximately 600 acres of land within the Town generally bounded by First Street on the north, U.S. 380 on the south, BNSF Railroad on the west, and along either side of Preston Road (S.H. 289), as described in **Exhibit 1**. The Company has represented to the Town that the Gates of Prosper is currently expected to contain a mixed-use development generally consisting of: (i) retail shopping (dependent upon market conditions), (ii) restaurant, office space and other commercial space (dependent upon market conditions), (iii) single family dwellings each located on a single family lot and multi-family dwelling units, and (iv) other ancillary facilities such as reasonably required parking and landscaping, as more fully described in the submittals filed by Company with the Town from time to time

in order to obtain building permits. The Company currently anticipates that the Gates of Prosper will be developed in phases. However, the number of phases comprising the Gates of Prosper will ultimately be dependent upon market conditions.

Impact Fees mean impact fees adopted by the Town pursuant to Chapter 395 of the Texas Local Government Code, as amended, or any successor or similar statute.

Impact Fee Revenues mean the Impact Fees assessed and collected by the Town, including roadway, water and waste water Impact Fees assessed against the real property located within the TIRZ and the Waste Water Impact Fees assessed and collected by the Town against the real property described in **Exhibit 3** (the “Impact Fee Additional Territory”).

Impositions mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed on Company by any public or governmental authority with respect to the Land or the Private Improvements or with respect to any other land or improvements, tangible personal property, and any other business or property owned by Company and located within the Town.

Infrastructure has the same meaning assigned by Section 501.103, Texas Local Government Code, as amended.

Interest means interest calculated at a 3.50% annual rate on a simple interest basis.

Land means the land described in **Exhibit 1**.

Landowners collectively mean the Company and the Additional Landowners.

Maximum Construction Payment means \$58,000,000.00.

Municipal Site means (i) a minimum of 8 acres of land (unless the Parties agree to a lesser amount) within the TIRZ at such location as is mutually agreed to by the Town and the Company for the development and construction of a town hall, park or other

municipal uses of land within the TIRZ; and (ii) acreage of land within or outside of the TIRZ at such location as is mutually agreed to by the Town and the Company for the development and construction of a fire station, with the aggregate of such acreage not to exceed 27 acres inclusive of the one acre site for the Water Tower previously dedicated and conveyed to the Town.

Net Leasable Space means floor area for which a certificate of occupancy has been issued by the Town upon which rental payments are based.

Participation Agreement means Reinvestment Zone Number One Participation Agreement dated October 14, 2008, between the Town and the County pursuant to which the County is contributing 50% of the County's Tax Increment to the Tax Increment Fund.

Parties mean the Town, the PEDC and Company.

Payment Request means a written request from Company to the Town for an annual Reimbursement Payment accompanied by: (i) copies of invoices, bills, receipts and such other information as may be reasonably requested by Town to document Construction Costs for Public Improvements, plus Interest; (ii) satisfactory written proof that all amounts owing to Contractors and subcontractors for the Public Improvements have been paid in full evidenced by the customary affidavits executed by Company and/or its Contractors; and (iii) Sales Tax Area Reports and Sales Tax Certificates, as applicable.

PEDC means the Prosper Economic Development Corporation.

Person means an individual, corporation, partnership, trust, estate, unincorporated organization, association or other entity.

Private Improvements means improvements (other than the Public Improvements) to be constructed by the Company, or others, within the Land using private funds without reimbursement pursuant to this Agreement.

Project Plan means the project plan for the development or redevelopment of TIRZ, as amended.

Project Fund collectively means (i) the Available TIRZ Revenues; (ii) sixty-seven percent (67%) of PEDC's Sales Tax Receipts, (iii) the 380 Construction Sales Office Revenues; (iv) one hundred percent (100%) of the 380 Rollback Revenues; and (v) the Impact Fee Revenues. Public Improvements has the meaning given such term in the Recitals.

Regulatory Requirements mean the uniformly applicable codes, rules, regulations, and ordinances of the Town (including without limitation the Zoning Ordinance), the requirements and provisions of any state or federal law, and any permits, rules, orders or regulations issued or adopted from time to time by any state or federal regulatory authority having jurisdiction concerning storm water management, drinking water standards, water quality standards, or the discharge of wastewater or effluent or otherwise having jurisdiction over the Land.

Reimbursement Payment means the annual payment to the Company for Construction Costs for Public Improvements, plus Interest, from the Project Fund as set forth herein. Reimbursement Payments will be made quarterly if reasonably possible.

Related Agreement means any agreement (other than this Agreement) by and between or among the Town and/or the PEDC, and the Company, or any affiliated or related entities of the Company that is related to the Development of the Land.

Retailers means: (i) with respect to the TIRZ, the Company and any owner/occupants, tenants, and lessees within the TIRZ and each and every entity required by the Comptroller to collect Sales and Use Tax on the sale of Taxable Items Consummated within the TIRZ, (ii) with respect to the 380 Construction Sales Office Revenues, Company, Contractor(s) and each and every entity required by the Comptroller to collect Sales and Use Tax on the sale of Taxable Items Consummated at the Construction Sales Office.

Sales and Use Tax means (i) with respect to the Town, the Town's one percent (1%) general municipal sales and use tax imposed pursuant to Chapter 321, Texas Tax Code, on the sale of Taxable Items by Retailers Consummated within the TIRZ or at the

Construction Sales Office, as applicable; and (ii) with respect to PEDC, one-half of one percent (0.5%) sales and use tax imposed pursuant to the Development Corporation Act, Chapter 501, Texas Local Government Code, on behalf of PEDC, on the sale of Taxable Items by the Retailers Consummated within the TIRZ.

Sales Tax Area Reports means reports provided by the Comptroller pursuant to Texas Tax Code, Section 321.3022, or provision of the Texas Tax Code, with respect to Sales and Use Tax allocations to the Town and the PEDC attributable to sale of Taxable Items by the Retailers Consummated within the TIRZ, or the Construction Sales Office, as applicable, or if such reports are not available from the Comptroller such other documentation in a form reasonably acceptable to the Town and the PEDC setting forth the collection of Sales and Use Tax by the Retailers received by the Town and the PEDC from the Comptroller for the sale of Taxable Items by the Retailers Consummated in the Town within the TIRZ or at the Construction Sales Office as applicable.

Sales Tax Base means with respect to the Town the amount of municipal Sales and Use Tax attributable to the TIRZ for the year in which the TIRZ was designated (2008).

Sales Tax Certificate means one or more Sales Tax Area Reports or a report provided by the Comptroller to the Town in accordance with Section 321.3022, Texas Tax Code (or other applicable provision of the Texas Tax Code), which lists the amount of Sales and Use Tax collected (including any refunds, credits or adjustments) for the Sales Tax Reporting Period paid by Retailers and received by the Town (and the PEDC) from the Comptroller from the sale of Taxable Items Consummated within the TIRZ or the Construction Sales Office, as applicable and, in turn, paid by the Comptroller to the Town (and the PEDC) for use by the Town (and the PEDC) in accordance with this Agreement; or, if such a report is not available, then a certificate or statement in a form reasonably approved by the Town, setting forth the collection of Sales and Use Tax (including any refunds, credits or adjustments) by Retailers received by the Town (and the PEDC) from the Comptroller, from the sale of Taxable Items Consummated within the TIRZ or the Construction Sales Office, as applicable, including supporting documentation, to be provided by Retailers that provides the same or similar information,

as such other information as the Town (and PEDC) may reasonable require from time to time.

Sales Tax Increment means the amount of the Town's municipal Sales and Use Tax above the Sales Tax Base that is generated within the TIRZ.

Sales Tax Receipts means (i) with respect to the Town, forty percent (40%) of the Town's receipts of Sales and Use Tax from the Comptroller from the Retailers' collection of Sales and Use Tax (it being expressly understood that the Town's use of the sales and use tax receipts are being used only as a measurement for its use of general funds to make a grant for economic development purposes) as a result of the sale of Taxable Items by Retailers for the Sales Tax Reporting Period Consummated within the TIRZ or at the Construction Sales Office, as applicable; and (ii) with respect to the PEDC, sixty-seven percent (67%) of the PEDC's receipts of Sales and Use Tax from the Comptroller from the Retailers' collection of Sales and Use Tax (it being expressly understood that the PEDC's use of the sales and use tax receipts are being used only as a measurement for its use of general funds to make a grant for economic development purposes) as a result of the sale of Taxable Items by Retailers for the Sales Tax Reporting Period Consummated within the TIRZ.

Sales Tax Reporting Period means a calendar year (with the calendar year ending December 31) except that the first Sales Tax Reporting Period shall begin on the Commencement Date and continue through and include the last day of the first calendar year following the Commencement Date.

Tax Increment means (i) the total amount of property taxes assessed and collected by a Taxing Unit for the year on the Captured Appraised Value of real property taxable by such Taxing Unit and located in the TIRZ (the amount of the Tax Increment contributed by a Taxing Unit shall be limited to any maximum amount or other terms set forth in the respective participation agreement of such Taxing Unit, or ordinance designating the Zone in the case of the Town; and (ii) for purposes of this Agreement the amount of any Sales Tax Increment to be contributed by the Town to the Tax Increment Fund.

Tax Increment Base means the total Taxable Value of all real property taxable by a Taxing Unit and located within the TIRZ for the year in which the TIRZ is designated (2008).

Tax Increment Fund means the fund by that name required to be created and maintained by the Town in accordance with the TIRZ Act and into which TIRZ Revenues are deposited and from which Construction Costs for Public Improvements, plus Interest, shall be paid as set forth herein.

Tax Protest has the meaning assigned in Section 5.2 (i).

Taxable Items means both “taxable items” and “taxable services” as those terms are defined by Chapter 151, Texas Tax Code, as amended.

Taxable Value means the appraised value as certified by the appraisal district, or its successor, for a given year.

Taxing Unit means the Town and any taxing unit that taxes real property within the TIRZ and enters into an agreement with the Town to contribute Tax Increment to the Tax Increment Fund.

TIRZ means Reinvestment Zone Number One, Town of Prosper designated by the Town pursuant to the TIRZ Act.

TIRZ Act means Chapter 311, Texas Tax Code, as amended.

TIRZ Board means the Board of Directors of the TIRZ.

TIRZ Revenues means: (i) forty (40%) of the Town’s municipal Sales Tax Increment, (ii) seventy percent (70%) of the Town’s municipal ad valorem Tax Increment, and (iii) fifty percent (50%) of the County’s ad valorem Tax Increment.

Town means the Town of Prosper, Texas.

Town Manager means the Manager of the Town or any person appointed by the governing body of the Town to perform the duties of the Town Manager.

Zoning Ordinance has the meaning given such term in the Recitals.

ARTICLE II TERM

The term of this Agreement shall begin on the Effective Date and shall continue until the earlier of: (i) December 31, 2045; (ii) the date of termination of the TIRZ provided the Town does not adopt an ordinance to terminate the TIRZ prior to December 31, 2045; (iii) the date that the Town has paid the Maximum Construction Payment, plus Interest; or (iv) the date the Town has paid Construction Costs plus Interest totaling \$93,079,000.00. The expiration of the term of this Agreement shall not affect the term of the TIRZ, or any other agreement executed by the Town pursuant to this Agreement; provided however the Reimbursement Payments from the Project Fund shall terminate.

ARTICLE III ECONOMIC DEVELOPMENT PROGRAM

Section 3.1. Economic Development Program

The Development is strategically located in one of the fastest growing areas of north Texas north of the intersection of Preston Road (a major, multi-lane, north-south highway that begins near downtown Dallas and extends northerly through and beyond the Town) and U.S. Highway 380 (a major, multi-lane, east-west divided highway through Denton and Collin Counties connecting the City of Denton with the City of McKinney). The location affords the Development a significant competitive advantage over other locations along Preston Road and US 380 if the public infrastructure necessary to support the Development can be timely constructed. The governing body of the Town has determined that the Development is important to the economic future of the Town and that it is in the best interest of the Town and its current and future residents to provide economic development grants to encourage and accelerate the construction of the public infrastructure at the earliest possible time so that the Town can take maximum advantage of the competitive location of the Development. The governing body of the Town has further determined that the Development will promote local economic development and stimulate business and commercial activity within the Town, will develop and diversify the economy of the state by eliminating unemployment or underemployment, will

develop and expand commerce in the Town and the state, will increase ad valorem tax values and sales tax revenues, will create new temporary and permanent jobs, and will give the Town an economic advantage over other nearby cities and towns competing for the same economic development opportunities. Based on such determinations and in consideration for Company's performance of their obligations under this Agreement, the governing body of the Town hereby creates an "Economic Development Program" pursuant to the authority of Chapter 380. The purpose of the Economic Development Program hereby created is to authorize the economic development grants described herein.

Section 3.2. 380 Rollback Revenues

To implement the Economic Development Program, the Town hereby agrees during the term of this Agreement to deposit the 380 Rollback Revenues into the Project Fund.

Section 3.3. 380 Construction Sales Office Revenues

(a) The Company may, to the extent allowed by law, establish an office or other facility within the Town but outside the TIRZ at which materials, goods, and other Taxable Items for the construction of Private Improvements shall be purchased by the Contractors and the Retailers (the "Construction Sales Office"). To implement the Economic Development Program, the Town hereby agrees during the term of this Agreement and subject to the conditions set forth in this Section, to deposit the 380 Construction Sales Office Revenues into the Project Fund. The obligation to deposit 380 Construction Sales Office Revenues shall terminate without notice thereof: (1) in the event the Construction Sales Office is not established within 365 days after the Effective Date; (2) the date the Construction Sales Office ceases to collect Sales and Use Tax; or (3) the date the Comptroller determines that the Construction Sales Office is not a place of business for the purpose of Sales and Use Taxes being sourced to the Town. To further implement the Economic Development Program, the Town will use all reasonable efforts to obtain an exemption from Sales and Uses Taxes with respect to all Taxable Items related to the construction of the Public Improvements.

(b) In the event Company establishes the Construction Sales Office, the Company shall be responsible for providing a Sales Tax Certificate, which provides information regarding the amount of Sales and Use Tax (including any refunds, credits or adjustments) paid based on

the sale of Taxable Items Consummated at the Construction Sales Office and, in turn, remitted by the Comptroller to the Town. The obligation of the Town to deposit the 380 Construction Sales Office Revenues into the Project Fund shall be conditioned upon the compliance and satisfaction by Company of the terms and conditions of this Agreement and each of the conditions set forth below:

(i) Sales Tax Certificate. The Town shall have received a Sales Tax Area Report from the Comptroller and a Sales Tax Certificate from the Company for the applicable Sales Tax Reporting Period.

(ii) Beginning ninety (90) days following the end of each Sales Tax Reporting Period that this Agreement is in effect, the Company shall provide the Town with a Sales Tax Certificate for the applicable Sales Tax Reporting Period. The Town shall have no duty to calculate the Sales Tax Receipts for deposit into the Project Fund during the term of this Agreement until such time as Company has provided the Town a Sales Tax Certificate for the applicable Sales Tax Reporting Period. The Town may, but is not required to, provide Company with a form for the Sales Tax Certificate required herein. At the request of the Town, Company shall provide such additional documentation as may be reasonably requested by the Town to evidence, support and establish the Sales Tax Receipts (including Sales and Use Tax paid directly to the Comptroller pursuant to a direct payment permit) received by the Town from the Comptroller for the sale of Taxable Items Consummated at the Construction Sales Office. The Sales Tax Certificate shall at a minimum contain, include or be accompanied by the following: (1) a schedule detailing the amount of total sales and the amount of Sales and Use Tax collected and paid to the Comptroller as a result of the sale of Taxable Items by Retailers Consummated at the Construction Sales Office for the applicable Sales Tax Reporting Period; (2) a schedule detailing the amount of total purchases and the amount of Sales and Use Tax paid directly or through vendors to the Comptroller as a result of the purchase of Taxable Items by the Retailers Consummated at the Construction Sales Office for the applicable Sales Tax Reporting; (3) a copy of all sales and use tax returns and reports, sales and use tax prepayment returns, direct payment permits and reports, including amended sales and use tax returns or reports, filed by the Retailers for the applicable Sales Tax Reporting Period showing the Sales

Tax Receipts, which returns and reports may be redacted to remove information not relevant to the determination of the Sales Tax Receipts; (4) a copy of all direct payment and self-assessment returns, including amended returns, filed by the Retailers for the applicable Sales Tax Reporting Period showing the Sales Tax Receipts, which returns and reports may be redacted to remove information not relevant to the determination of the Sales Tax Receipts; (5) documentation adequate to substantiate the amount of any Sales Tax Receipts that are not included in a Sales Tax Area Report or in a Sales and Use Tax return or report filed by the Retailers; and (6) any documentation required by other provisions of this Agreement.

Section 3.4. Impact Fees

To implement the Economic Development Program, the Town shall during the term of this Agreement dedicate the Impact Fee Revenues to pay for Public Improvements that are included in the Town's Capital Improvements Plan established pursuant to Chapter 395, plus related Interest. The Impact Fee Revenues shall be collected and deposited into a segregated account of the Project Fund. The Impact Fee Revenues shall be paid to the Company to reimburse Company for Construction Costs for Public Improvements, plus Interest in accordance with process set forth in Article V of this Agreement. The Impact Fee Revenues paid to the Company under this section shall be credited against or reduce on a dollar for dollar basis the Maximum Construction Payment and Interest. Any funds remaining in the account upon expiration or termination of this Agreement shall be deposited into the appropriate impact fee fund of the Town. The Waste Water Impact Fees assessed and collected in the Impact Fee Additional Territory shall cease to be deposited into the Project Fund once the construction costs for waste water Line A and C have been reimbursed as depicted in **Exhibit 2**. The Waste Water Impact Fees assessed and collected from the Impact Fee Additional Territory shall then be deposited into the appropriate impact fee fund for the Town.

Section 3.5. Conveyance of Municipal Site and Water Tower Site.

Company has previously conveyed to the Town a water tower site. Within six (6) months of the Effective Date, the Town and Company shall designate the Municipal Site and within thirty (30) days after such designation, the Company shall cause, without costs to the Town, the conveyance of the Municipal Site. In consideration of the conveyance of the Municipal Site and

the site for a water tower, the Town shall provide a credit of the Municipal Site and water tower site against the park dedication requirement for the Development not to exceed 27 acres.

Section 3.6. PEDC Contribution to Project Fund

The PEDC agrees during the term of this Agreement to pay to the Town for deposit into the Project Fund an amount equal to sixty-seven percent (67%) of the sales and use tax imposed pursuant to Chapter 501, Texas Local Government Code on behalf of the PEDC, on the sale of Taxable Items Consummated within the TIRZ for the payment of the Construction Costs of Public Improvements that meet the definition of Infrastructure. Such funds deposited into the Project Fund shall be used solely to pay for, or reimburse Company through the Reimbursement Payments for, the Construction Costs of the Public Improvements that meet the definition of Infrastructure, plus related Interest as set forth herein. The Town, by and through its Town Manager, or designee, shall have the authority to administer this Agreement on behalf of the PEDC.

Section 3.7 TIRZ Boundary Adjustment

Town shall endeavor to consider and adopt an ordinance to amend the boundaries of the TIRZ to exclude the real property described in **Exhibit 4** (the “TIRZ Boundary Adjustment Area”) within nine (9) months after the Effective Date.

Section 3.8 Pre-Development TIRZ Projects

Town and Company entered into that certain Letter Agreement dated March 26, 2013 (the “LA”) and that certain Memorandum of Understanding dated April 1, 2013 (the “MOU”). The Town agrees that the costs incurred for the Median Openings as defined in the LA and the Town’s Reimbursement/ Credit Obligations as defined in the MOU are TIRZ projects that are to be paid from the Project Fund.

ARTICLE IV IMPROVEMENTS

Section 4.1. Construction of Private Improvements

(a) In order to obtain the economic development grant provided in Section 3.1 above, the Company agrees at no cost to Town or the PEDC to cause the design and construction of the Private Improvements by Company, or others described in Section 4.1(b) below. The Company

shall cause the construction of the Private Improvements in conformance with the Regulatory Requirements and the Zoning Ordinance. The Town may require the Company to submit a preliminary development plan for each phase of the Development. The Company has the right to accelerate the Commencement of Construction of Private Improvements. Whenever possible, contracts for the construction of Private Improvements shall be "separated contracts" that divide the contract price into a stated agreed amount for incorporated materials and a separately agreed amount for skill and labor.

(b) Construction by Company.

(i) Phase 1 Private Improvements. The Company agrees, subject to events of Force Majeure, to: (1) cause Commencement of Construction of at least 300,000 square feet of Net Leasable Space of taxable non-residential Private Improvements and associated parking within four years after the Effective Date; and (2) to cause Completion of Construction thereof within five years after the Effective Date. The Taxable Value of the Phase 1 Private Improvements added to the Land as of the first January 1st to occur after the Completion of Construction of the Phase 1 Private Improvements shall equal or exceed \$26,000,000.00.

(ii) Phase 2 Private Improvements. The Company agrees, subject to events of Force Majeure, to: (1) cause Commencement of Construction of at least an additional 300,000 square feet of Net Leasable Space of taxable non-residential Private Improvements and associated parking within seven years after the Effective Date; and (2) to cause Completion of Construction thereof within eight years after the Effective Date. The Taxable Value of the Phase 2 Private Improvements added to the Land as of the first January 1st to occur after the Completion of Construction of the Phase 2 Private Improvements shall equal or exceed \$29,000,000.00.

(iii) Phase 3 Private Improvements. The Company agrees, subject to events of Force Majeure, to: (1) cause Commencement of Construction of at least an additional 300,000 square feet of Net Leasable Space of taxable non-residential Private Improvements and associated parking within 10 years after the Effective Date; and (2) to cause Completion of Construction thereof within 11 years after the Effective Date. The Taxable Value of the Phase 3 Private Improvements added to the Land as of the

first January 1st to occur after the Completion of Construction of the Phase 3 Private Improvements shall equal or exceed \$29,000,000.00.

Section 4.2. Construction of Public Improvements

(a) The Company agrees, subject to events of Force Majeure, to cause Commencement of Construction of the sewer line described in **Exhibit 2** within four years after the Effective Date and to cause Completion of Construction thereof within five years after the Effective Date.

(b) Unless otherwise approved in writing by the Town, all Public Improvements shall be constructed and dedicated to the Town in accordance with the Regulatory Requirements, including the provision of payment and performance bonds customarily required by the Town. Except as provided in this Section 4.2, the Public Improvements shall be constructed in phases as determined by the Company to be necessary to support and provide the public infrastructure necessary for the Company's construction of Private Improvements.

(c) Prior to or concurrently with the Commencement of Construction of any Public Improvements, Company shall dedicate or convey and cause the Additional Landowners to dedicate or convey right-of-way and site easements by conveyance plat and off-site easements by separate instrument, without cost to the Town and in accordance with the Regulatory Requirements, the rights-of-way and easements on and across the Land that are needed for the construction, operation, and maintenance of the Public Improvements.

(d) The following requirements apply to Construction Agreements:

(i) The Company shall use reasonable efforts to solicit bids from at least three contractors;

(ii) The Company shall provide the Town with true and correct copies of bids within five business days after Company's receipt of same;

(iii) Plans and specifications shall comply with all Regulatory Requirements;

(iv) The Town shall approve the form of all Construction Agreements;

(v) The Town engineer shall review all final bids for each Construction Agreement;

(vi) The Company and the Town shall mutually agree on the lowest responsible bidder prior to Company's award of each Construction Agreement;

(vii) The Town shall approve all change orders to Construction Agreements;

(viii) The Company shall provide to the Town fully executed copies of all Construction Agreements, including amendments, supplements, and change orders thereto;

(ix) Each Construction Agreement shall provide that the Contractor is an independent contractor, independent of and not the agent of the Town or the PEDC and that the Contractor is responsible for retaining, and shall retain, the services of necessary and appropriate architects and engineers; and

(x) Each Construction Agreement shall provide that if any provision is in conflict with this Agreement, this Agreement shall control to the extent of the conflict.

(xi) Each Construction Agreement shall provide that the Contractor shall indemnify the Town, the PEDC and Company for the negligent acts or omissions of the Contractor.

(e) Each Construction Agreement shall require the Contractor and its subcontractors to carry the following types of insurance:

(i) Commercial general liability insurance insuring the Town and the PEDC the Contractor, and Company against liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the activities of Company, the Contractor, the Town, and/or the PEDC and their respective officers, directors, agents, contractors, or employees, in the amount of \$1,000,000 Per Occurrence, \$2,000,000 General Aggregate Bodily Injury and Property Damage. The Contractor may procure and maintain a Master or Controlled Insurance policy to satisfy the requirements of this section, which may cover other property or locations of the Contractor and its affiliates, so long as the coverage required in this section is separate;

(ii) Worker's Compensation insurance as required by law;

(iii) Builder's Risk insurance in the amount of the construction values;

(iv) \$10,000,000 Umbrella/Excess insurance;

(v) Automobile insurance covering all operations of the Contractor pursuant to the Construction Agreement involving the use of motor vehicles, including all owned, non owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.

(f) Each Construction Agreement shall include the following with respect to insurance coverage required by this Agreement:

(i) To the extent available, each policy shall be endorsed to provide that the insurer waives all rights of subrogation against the Town and the PEDC;

(ii) Each policy of insurance with the exception of Worker's Compensation and professional liability shall be endorsed to include the Town (including its former, current, and future officers, directors, agents, and employees) and the PEDC(including its former, current, and future officers, directors, agents, and employees) as additional insureds;

(iii) Policies shall be procured from financially sound and reputable insurers licensed to do business in the State of Texas and having an A.M. Best rating of not less than A-8 or, if not rated with A.M. Best, the equivalent of A.M. Best's surplus size of A-8 (or otherwise approved by the Town Manager pursuant to applicable Town ordinances);

(iv) Each policy, with the exception of Worker's Compensation and professional liability, shall be endorsed to provide the Town and the PEDC thirty (30) days' written notice prior to any cancellation, termination or material change of coverage; and

(v) The Contractor shall deliver to the Town and the PEDC the policies, copies of policy endorsements, and/or certificates of insurance evidencing the required insurance coverage before the Commencement of Construction and within 10 days before expiration of coverage, or as soon as practicable, deliver renewal policies or certificates of insurance evidencing renewal and payment of premium. On every date

of renewal of the required insurance policies, the Contractor shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the Town and the PEDC. In addition the Contractor shall within ten (10) business days after written request provide the Town and the PEDC with the Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the Certificates of Insurance and the policy endorsements (including copies of such insurance policies) to the Town and the PEDC is a condition precedent to the payment of any amounts due to Contractor. The failure to provide valid Certificates of Insurance and policy endorsements shall be deemed a default and/or breach of the Construction Agreement.

(g) The Company shall acquire all off-site (outside of the Land) right-of-way and easements necessary for the Public Improvements. The cost of acquisition for any off-site right-of-way and easements for the Public Improvements shall be paid or reimbursed from the Project Fund. Unless otherwise prohibited by applicable law, the Town agrees to exercise its power of eminent domain to acquire such rights-of-way and easements for Public Improvements within a reasonable time when Company is unable to acquire them after the exercise of commercially reasonable efforts, provided Company enters into separate agreements with the Town pursuant to which Company pays or advances all costs of such eminent domain proceedings including but not limited to the Town's legal fees, survey fees, appraisal fees, consulting fees, relocation costs, expert fees, and compensation for the taking and any damages, and including reasonable amounts to compensate the Town for work performed by Town staff which shall be reimbursed from the Project Fund.

Section 4.3. Design and Construction of Projects

(a) Prior to construction, Company shall make, or cause to be made, application for any necessary permits and approvals required by the Town and any applicable governmental authorities to be issued for the construction of the Development Projects. The Company shall require the design, inspection and supervision of the construction of the Development Projects to be undertaken in accordance with Town standards and regulations.

(b) Prior to Commencement of Construction of the Development Projects, Company shall submit, or cause to be submitted, plans and specifications for approval by the Town.

(c) Upon Completion of Construction of any portion of the Public Improvements, Company shall provide the Town with a final cost summary of all costs incurred and paid associated with the construction of that portion of the Public Improvements, and provide proof that all amounts owing to Contractors and subcontractors have been paid in full evidenced by the customary affidavits executed by Company and/or its Contractors with regard to that portion of the Public Improvements.

(d) The Company agrees to cause the Contractors and subcontractors which construct the Public Improvements to provide payment bonds and performance bonds for the construction of the Public Improvements to ensure completion of thereof in the same manner as contracts that are subject to Chapter 2253, Texas Government Code, in forms reasonably satisfactory to the Town Manager.

Section 4.4. Liens, Encumbrances, and Charges

The Company shall not create nor allow or permit any liens, encumbrances, or charges of any kind whatsoever against the Public Improvements arising from any work performed by any Contractor by or on behalf of Company.

Section 4.5. Company's Right to Mortgage

Notwithstanding any other provisions of this Agreement, Company shall at all times have the right to encumber, pledge, grant, or convey its right, title and interest in and to this Agreement, any portion of the Land, and/or any Development Project, or any portion thereof, by way of a deed of trust or other mortgage instrument to secure the payment of any loan or loans obtained by Company (including any loan obtained from the United States Department of Agriculture or other federal agency). The terms and conditions of such an encumbrance, pledge, grant, or conveyance that applies to the Public Improvements shall be subject to the approval of the governing body of the Town and the board of directors of the PEDC. Any encumbrance, pledge, grant, or conveyance authorized by this section shall be subject and subordinate to liens for taxes, assessments, and other charges duly levied, assessed, or imposed by political subdivisions or taxing jurisdictions as provided by state law or pursuant to this Agreement.

Section 4.6. Maintenance of Common Areas

Prior to the issuance of the first certificate of occupancy for any Private Improvements, Company shall provide for the maintenance, repair, and capital replacement of common areas of the Private Improvements through one or more of the following: (1) the creation of one or more public improvement districts pursuant to Chapter 372, Texas Local Government Code, as amended, to perform such functions, if the Town approves such following the filing of a petition with the Town requesting the creation of one or more public improvement districts to perform such functions; (2) the creation of one or more property owners association, including recorded covenants, restrictions, and conditions, to perform such functions; or (3) the establishment of any other mechanism approved by the Town Manager pursuant to applicable Town ordinances to perform such functions.

Section 4.7. Regulatory Requirements Control

Notwithstanding any provision of this Agreement to the contrary, in the event of any conflict or inconsistency between this Agreement and the applicable Regulatory Requirements of the Town with respect to the design or construction of Public Improvements or with respect to the design, construction, occupancy, or use of any Private Improvements, the provisions of the Town's Regulatory Requirements shall control.

ARTICLE V PAYMENT OF CONSTRUCTION COSTS

Section 5.1. Private Improvements

The Company shall pay one hundred percent (100%) of the Construction Costs of the Private Improvements without payment or reimbursement from the Town from the Project Fund or any other source of funds from the Town or the PEDC.

Section 5.2. Public Improvements

(a) Reimbursement Payments. (a) Subject to the continued satisfaction of all of the terms and conditions of this Agreement, the Town agrees to reimburse Company for the Construction Costs for Public Improvements, plus Interest, solely from the Project Fund pursuant to Town approved Construction Agreements from Reimbursement Payments as set forth herein. The Town shall, pursuant to the Reimbursement Payments, reimburse the Company for approved

Construction Costs for the Public Improvements up to the Maximum Construction Payment, plus Interest subject to the maximum combined payment set forth in Article II hereof. Upon Completion of Construction of a Public Improvement, the reimbursement for that Public Improvement shall have priority over later completed Public Improvements. Reimbursement Payments shall first be applied to Interest and then to the Construction Costs of the Public Improvement. Any payments to Company from the Project Fund shall reduce the Maximum Construction Payment and Interest on a dollar for dollar basis.

(b) The Town shall make Reimbursement Payments to the Company for completed Public Improvements on an annual basis within sixty (60) days after receipt of a Payment Request following June 1 of each calendar year (the “Annual Payment Date”) beginning with June 1 of the calendar year following the Commencement Date.

(c) The amount of each annual Reimbursement Payment shall be the lesser of: (i) the amount of the Construction Costs for Public Improvements, plus Interest, then eligible for payment that have not been paid to Company; and (ii) the amount of the balance of the Project Fund after giving effect to the Tax Increment Fund Priorities set forth below. If there are insufficient funds for an annual Reimbursement Payment, the un-reimbursed Construction Costs for Public Improvements are carried forward, with the accrual of Interest, to succeeding Annual Payment Dates until reimbursement has been made in full or termination of this Agreement, whichever occurs first.

(d) The Parties agree that the Reimbursement Payments shall be reimbursed solely from funds from the Project Fund, and only to the extent that such funds are available, giving effect to the Tax Increment Fund Priorities set forth below. The Company acknowledges and agrees that the Town is only obligated to reimburse the Company for Construction Costs for Public Improvements, plus Interest, to the extent that there are available funds in the Project Fund giving effect to Tax Increment Fund Priorities during the term of this Agreement. The obligation of the Town to pay the Company Construction Costs for Public Improvements, plus Interest, is limited to the funds deposited in or comprising the Project Fund during the term of this Agreement.

(e) The Company agrees to look solely to funds in the Project Fund, not the Town general or other funds except as otherwise provided in this Agreement, for payment of the

Reimbursement Payments. Nothing in this Agreement shall be construed to obligate the Town and/or the PEDC to provide Reimbursement Payments from any other source of funds or to otherwise require the Town and/or the PEDC to pay the Company for Construction Costs for Public Improvements plus Interest in the event there are insufficient funds in the Project Fund to pay Construction Costs for Public Improvements, plus Interest, or in the event the TIRZ terminates prior to payment in full of the Construction Costs for Public Improvements, plus Interest; provided the Town shall not adopt an ordinance providing for termination of TIRZ on a date earlier than provided in the ordinance that designated the TIRZ unless this Agreement has been terminated. Upon termination of this Agreement or the TIRZ, any Construction Costs for Public Improvements, plus Interest, under this Agreement that remain un-reimbursed or that remain unpaid, due to lack of availability of funds in the Project Fund, or due to the failure of Company to satisfy any precondition of reimbursement under this Agreement, shall no longer be considered obligations of the TIRZ or the Project Fund, and any obligation of the Town to provide Reimbursement Payments to Company for Construction Costs for Public Improvements, plus Interest, shall automatically expire and terminate on such date. It is the intention and agreement of the Parties that the Construction Costs incurred by the Company for the Public Improvements (not exceeding the Maximum Construction Payment), plus Interest, shall be paid or reimbursed solely from funds in the Project Fund. In no event shall the Town and/or the PEDC be liable for, or be responsible for, payment or reimbursement of any Construction Costs for the Public Improvements, plus Interest, except from the Project Fund. The Company is responsible for all Construction Costs for the Public Improvements, plus Interest, in the event there are insufficient funds in the Project Fund to pay to, or reimburse, Company for the Construction Costs for the Public Improvements, plus Interest, regardless of any approved Construction Agreements.

If the scope of work performed under any Construction Agreement is increased as a result of any change order that is not approved by the Town, the cost of the work covered by the change order shall be borne solely by Company and not subject to a Reimbursement Payment from funds in the Project Fund. If the scope of work performed under any Construction Agreement is increased as a result of any change order that is approved by the Town Manager in writing, pursuant to applicable Town ordinances, the cost of the work covered by the change order shall be subject to a Reimbursement Payment from funds in the Project Fund.

(f) Tax Increment Fund Priorities. TIRZ Revenues deposited in the Tax Increment Fund shall be applied in the following order of priority:

(i) amounts pledged or required for payment of outstanding bonds or debt issued by the Town for TIRZ projects;

(ii) reasonable administrative costs of the TIRZ;

(iii) maintain a Tax Increment Fund minimum balance of \$25,000.00; and

(iv) Reimbursement Payments to the Company or Town for Construction Costs paid or incurred for Public Improvements in the order in which the costs were paid or incurred.

(g) Company acknowledges and agrees that the use of Tax Increment contributed by the County and any other Taxing Unit shall be subject to any rules, regulations, restrictions, and limitations set forth in the respective Participation Agreement. Company acknowledges that the Town shall comply in all respects with the Collin County Policy for County Participation in Tax Increment Financing Reinvestment Zones for use of Collin County Tax Increment for reimbursement of eligible project costs.

(h) Current Revenue. The Reimbursement Payments to be provided herein shall be paid solely from lawfully available funds in the Project Fund. Under no circumstances shall obligations of the Town and the PEDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

(i) Tax Protest. In the event Company or any owner or lessee of any real property and/or improvements within the TIRZ (“Protest Property”) timely and properly protests or contests (including any motion to correct the appraisal roll) the Taxable Value and/or the taxation of the Protest Property, or any portion thereof, with the applicable appraisal district (or its successor) (“Tax Protest”) the obligation of the Town to provide the Reimbursement Payments from the Tax Increment Fund with respect to such Protest Property or portion thereof, for such tax year shall be abated with regard to the amount of ad valorem taxes that are in dispute (based on the amount or portion of taxable value of the Protest Property in dispute) until a final determination has been made of such Tax Protest. In the event of a Tax Protest the Town shall send written notice to Company of the amount of ad valorem taxes that are in dispute (based on

the amount or portion of taxable value of the Protest Property in dispute). However in the event a Tax Protest results in a final determination that changes the appraised value and/or the Taxable Value of the Protest Property or the amount of ad valorem taxes assessed and due for the Protest Property, or portion thereof, after a Reimbursement Payment has been paid which includes Tax Increment for such Protest Property for such tax year, the Tax Increment Fund will be adjusted accordingly and the Reimbursement Payment with respect to such tax year shall be adjusted (increased or decreased as the case may be) accordingly on the date of payment of the next payment date for a Reimbursement Payment, or within thirty (30) business days after such determination in the event no further Reimbursement Payments are due under the Agreement. In the event there are no further Reimbursement Payments due under this Agreement and Tax Increment with respect to such Protest Property is reduced, Company shall within thirty (30) days after written demand from the Town, reimburse the Town for such over payment of any such Reimbursement Payments.

(j) Refunds. If the Town determines that the amount by which such Reimbursement Payment was less than the correct amount to which Company was entitled (together with such records, reports and other information necessary to support such determination), the Town shall, within thirty (30) days, pay the adjustment to Company.

(k) Third Party Ownership. No third party purchaser of any portion of the Land shall be deemed an assignee under this Agreement or be entitled to receive any Reimbursement Payments directly hereunder without the execution of an assignment by Company to such third party, approved in writing by the Town Manager pursuant to applicable Town ordinances and the PEDC. In the absence of any approved and executed assignment that provides otherwise, Reimbursement Payments to Company shall be calculated based on Tax Increment received by the Town from the entire Land regardless of property ownership. Nothing herein shall be construed to limit the ability of Company to pledge or assign Company's rights to Reimbursement Payments following receipt thereof from the Town. The Town shall not be required to provide or direct any Reimbursement Payments to any third party in the absence of an assignment approved by the Town Manager and the PEDC.

(l) The Town's obligation to pay each annual Reimbursement Payment shall be conditioned upon the continued compliance with and satisfaction of each of the terms and

conditions of this Agreement by Company and each of the conditions set forth below at the time such annual Reimbursement Payment is due:

(i) Undocumented Workers. The Company has not been convicted of a violation under 8 U.S.C. Section 1324a (f).

(ii) Payment Request. Company shall, as a condition precedent to its eligibility to receive a Reimbursement Payment, have provided the Town with the applicable Payment Request on or before June 1 of the calendar year, beginning with June 1 of the calendar year following Commencement of Construction of the Public Improvements.

(iii) Sales Tax Certificate. The Town shall have received a Sales Tax Area Report and/or Sales Tax Certificate for the applicable Sales Tax Reporting Period.

(m) Excess Costs. If the Construction Costs of the Public Improvements exceed the Maximum Construction Payment, the excess shall be paid solely by Company, and the Town and the PEDC shall have no obligation to pay such excess.

(n) Alternate Town Funding of Public Improvements. Notwithstanding anything to the contrary contained in this Agreement, the Town reserves the right to fund all or any portion of the Construction Costs for the Public Improvements that are required for Private Improvements from other funding sources. The Construction Costs paid or incurred by the Town to construct Public Improvements shall reduce (on a dollar-for-dollar basis) the Maximum Construction Payment.

(o) Town Construction of Public Improvements. Notwithstanding anything to the contrary contained in this Agreement, the Town reserves the right, to construct all or any portion of the Public Improvements that are required for Private Improvements that would otherwise be constructed by the Company and to be paid or reimbursed for the Construction Costs for such from the funds in the Project Fund, so long as the construction schedule does not result in an unreasonable delay to the Company's construction of the Private Improvements. If the Town elects to construct any such Public Improvements, written notice of the election shall be given to the Company. The written notice shall identify the Public Improvements to be constructed and the estimated commencement and completion dates. The Company shall have 30 days after

receipt of the written notice from the Town within which to provide written notice to the Town that the Company agrees to cause the construction of such Public Improvements consistent with the Town proposed construction schedule (the “Notice of Acceptance”). The failure of the Company to timely deliver Notice of Acceptance shall constitute the consent of the Company to the Town’s construction of such Public Improvements. The Construction Costs paid or incurred by the Town to construct such Public Improvements will be paid or reimbursed to the Town from the funds in the Project Fund, based on the order in which such costs or expenses were paid or incurred relative to Construction Costs paid or incurred by the Company. The Construction Costs paid or incurred by the Town to construct Public Improvements shall reduce (on a dollar-for-dollar basis) the Maximum Construction Payment for the Public Improvements that otherwise that may be payable or reimbursable to Company.

Section 5.3. Sales and Use Tax Information

(a) The Town intends to seek and enter into an agreement with the Comptroller (pursuant to the provisions of Section 311.0123 of the TIRZ Act) with respect to the computation and collection of Sales and Use Tax within the TIRZ.

(b) The Company shall require its tenants, land purchasers, and transferees of property within the Land and the Retailers to cooperate with the Town to calculate and collect, and provide information with respect to, Sales and Use Tax within the TIRZ, and for the Construction Sales Office. The Company shall cause Retailers to provide the Town a copy of the sales tax permit each Retailer receives from the Comptroller legibly showing the sales tax number/tax identification number of the Retailer, and the location number. The Parties agree that such information should allow the Town to obtain from the Comptroller’s office an area report that identifies Sales and Use Tax information within the TIRZ. The Town agrees, to the extent allowed by law, to maintain the confidentiality of all such information provided by Retailers. In the event the Town is unable to obtain an area report from the Comptroller’s office, Company shall cause a Sales Tax Certificate to be provided by the Retailers to the Town on an annual basis or other basis as reasonably required by the Town.

(c) The Town and PEDC hereby designate this Agreement as Revenue Sharing Agreement thereby entitling the Town to request Sales and Use Tax information from the Comptroller pursuant to Section 321.3022, Texas Tax Code, as amended.

(d) The Town agrees to develop and institute appropriate accounting and auditing programs and practices that will assure and permit verifications of all Sales Tax Receipts deposits into the Tax Increment Fund and into any other fund created pursuant to this Agreement. The Town shall provide to Company a periodic (but not less frequently than quarterly) written accounting of all such deposits. If the Company or such persons or entities fail to object to any periodic accounting within 60 days, the accounting shall be final.

ARTICLE VI INDEMNIFICATION

THE TOWN AND THE PEDC SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF THE COMPANY PURSUANT TO THIS AGREEMENT. THE COMPANY HEREBY WAIVES ALL CLAIMS AGAINST THE TOWN, AND THE PEDC, THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS ARTICLE AS “THE TOWN”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN, AND TO THE EXTENT OF, THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE TOWN, OR THE TOWN’S BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE COMPANY HEREBY INDEMNIFIES AND SAVES HARMLESS THE TOWN FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM SUCH COMPANY’S BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF COMPANY, ITS OFFICERS, DIRECTORS, CONTRACTORS OR EMPLOYEES IN THE PERFORMANCE OF THIS AGREEMENT (EXCEPT WHEN, AND TO THE EXTENT THAT, SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE TOWN OR THE TOWN’S BREACH OF ANY OF THE TERMS AND CONDITIONS OF

THIS AGREEMENT). IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH THE TOWN AND THE COMPANY, THE RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND THE COMPANY'S INDEMNIFICATION OBLIGATION SHALL BE REDUCED ACCORDINGLY, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE TOWN AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST THE TOWN IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, THE COMPANY SHALL BE REQUIRED, ON NOTICE FROM THE TOWN, TO DEFEND SUCH ACTION OR PROCEEDINGS AT THE COMPANY'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE TOWN AND SHALL FULLY INDEMNIFY THE TOWN AGAINST ALL COSTS RESULTING THEREFROM. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

THE COMPANY FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD THE TOWN HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES, AND CLAIMS OR DEMANDS BY THE STATE OF TEXAS THAT THE TOWN HAS BEEN ERRONEOUSLY OR OVER-PAID OR INCORRECTLY ALLOCATED SALES AND USE TAX ATTRIBUTED TO THE SALE OF TAXABLE ITEMS BY THE RETAILERS AT THE CONSTRUCTION SALES OFFICE FOR ANY PERIOD DURING THE TERM OF THIS AGREEMENT OR DURING ANY REPORTING PERIOD INCLUDING THE INTIAL REPORTING PERIOD OR AS THE RESULT OF THE FAILURE OF THE COMPANY TO MAINTAIN A PLACE OF BUSINESS AT THE CONSTRUCTION SALES OFFICE, OR AS A RESULT OF ANY ACT OR OMISSION OR BREACH OR NON-PERFORMANCE BY COMPANY UNDER THIS SECTION EXCEPT THAT THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE ACTIONS OR OMISSIONS OF

THE TOWN. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT BEING THE INTENTION OF THE PARTIES THAT THE COMPANY SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY SALES TAX RECEIPTS FROM THE CONSTRUCTION SALES OFFICE DEPOSITED INTO THE TAX INCREMENT FUND AND PAID TO THE COMPANY THROUGH REIMBURSEMENT PAYMENTS HEREIN COMPUTED WITH RESPECT TO SALES AND USE TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WAS ERRONEOUSLY PAID, DISTRIBUTED, OR ALLOCATED TO THE TOWN. THE COMPANY SHALL NOT BE RESPONSIBLE FOR THE PAYMENT OR REPAYMENT TO THE TOWN OF ANY SALES TAX RECEIPTS THAT THE TOWN IS REQUIRED TO REPAY TO THE STATE OF TEXAS IN EXCESS OF ANY CONSTRUCTION SALES OFFICE REVENUE AMOUNTS RECEIVED BY THE COMPANY ATTRIBUTABLE TO SALES TAX RECEIPTS THAT THE STATE OF TEXAS DETERMINES WERE ERRONEOUSLY PAID, DISTRIBUTED, OR ALLOCATED TO THE TOWN. PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VII REPRESENTATIONS

Section 7.1. Representations of Company

In order to induce the Town and the PEDC to enter into this Agreement, Company represents and warrants as follows:

(a) Company is a duly organized and validly existing limited partnership under the laws of the State of Texas and has the power and authority to own the Private Improvements and other assets and to transact the business in which it is now engaged or proposed to engage.

(b) Company has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and all other instruments to be executed and delivered by Company in connection with its obligations hereunder. The execution, delivery, and performance by Company of this Agreement have been duly authorized by all requisite action by

Company, and this Agreement is a valid and binding obligation of Company enforceable in accordance with its respective terms, except as may be affected by applicable bankruptcy or insolvency laws affecting creditors' rights generally.

(c) Company is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any evidence of indebtedness of Company or contained in any instrument under or pursuant to which any such evidence of indebtedness has been issued or made and delivered. Neither the execution and delivery of this Agreement, nor the consummation of the transactions herein contemplated, will conflict with or result in a breach of or default under (1) any terms, conditions or provisions of any agreement or instrument (A) to which Company is now a party or is otherwise bound, or (B) to which any of its properties or other assets is subject, (2) any order or decree of any court or governmental instrumentality, or (3) any arbitration award, franchise, or permit.

(d) To its best knowledge, Company is not a party to or otherwise bound by any agreement or instrument or subject to any other restriction or any judgment, order, writ, injunction, decree, award, rule or regulation which could reasonably be expected to materially and adversely affect Company's ability to perform its obligations under this Agreement.

(e) Company fully intends, subject to the conditions set forth in this Agreement, to commence and complete the Public Improvements and Private Improvements.

Section 7.2. Representations of the Town and the PEDC

In order to induce Company to enter into this Agreement, the Town and the PEDC represent and warrant as follows:

(a) The Town is an incorporated municipality and political subdivision of the State of Texas, duly organized and validly existing under the laws of the State of Texas. The PEDC is a Texas non-profit corporation duly organized and validly existing under the laws of the State of Texas

(b) The Town and the PEDC each have the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and all other instruments to be executed and delivered by it in connection with their respective obligations hereunder. The execution, delivery and performance by the Town and the PEDC of this Agreement have been duly

authorized by all requisite action by the Town and the PEDC, and this Agreement is a valid and binding obligation of the Town and the PEDC enforceable in accordance with its terms, except as may be affected by applicable bankruptcy or insolvency laws affecting creditors' rights generally.

(c) Neither the execution and delivery of this Agreement, nor the consummation of the transactions herein contemplated, will conflict with or result in a breach of or default under (i) any terms, conditions or provisions of any agreement or instrument (A) to which the Town and/or the PEDC is now a party or is otherwise bound, or (B) to which any of the Town's and/or the PEDC's properties or other assets is subject, (ii) any order or decree of any court or governmental instrumentality, or (iii) any law.

(d) To their respective best knowledge, the Town and/or the PEDC is not a party to or otherwise bound by any agreement or instrument or subject to any other restriction or any judgment, order, writ, injunction, decree, award, rule or regulation which could reasonably be expected to materially and adversely affect the ability of the Town and/or the PEDC to perform its obligations under this Agreement.

ARTICLE VIII TERMINATION; REMEDIES

Section 8.1. Default; Remedies

(a) If a Party breaches any of the terms or conditions of this Agreement or if any Impositions become delinquent or a Party suffers an event of Bankruptcy or Insolvency (after notice of such delinquency and opportunity to cure), any non-defaulting Party may exercise any remedies available at law or in equity, including, but not limited to, injunctive relief and specific performance against the defaulting Party. Notwithstanding the foregoing, however: (1) no defaulting Party shall be liable for consequential, special, or punitive damages; (2) no default by Company shall affect the right of Company to receive payments or reimbursements of Construction Costs plus Interest to which the Company is otherwise entitled under this Agreement.

(b) The Parties find that this Agreement is entered into subject to and in accordance with the provisions of Subchapter I of Chapter 271 of the Texas Local Government Code.

(c) Cure. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given to the non-performing Party and to any lender(s) to the non-performing Party that has been identified to the Town, including notice information for such lender(s), which notice shall set forth in reasonable detail the nature of the alleged failure, and until such Party or its lender(s) has been given ninety (90) days to cure.

(d) Right of Offset. The Town and/or the PEDC may, at their respective option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the Town and/or the PEDC from the Company, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise and regardless of whether or not the debt due the Town and/or the PEDC has been reduced to judgment by a court.

Section 8.2. Termination of Agreement for Failure to Construct Public and/or Private Improvements

If the Company is in default (after notice and cure as provided in Section 8.1) of its obligations under Sections 4.1 and 4.2 to cause the Commencement or Completion of Construction of the Private Improvements and/or Public Improvements, the Town and/or the PEDC may terminate this Agreement; however, such termination shall not affect the right of the Company to receive payments or reimbursements for the costs of off-site rights-of-way and easements pursuant to Section 4.2(g), and Construction Costs for Public Improvements plus Interest to which the Company would otherwise be entitled under a Construction Agreement executed prior to the 15th anniversary date of the Effective Date and prior to the date of termination unless such Construction Agreement is in default. It being the intention of the Parties that in the event of termination of this Agreement pursuant to this Section the annual Reimbursement Payments shall continue until the earlier of: (i) the date that the costs of off-site rights-of-way and easements pursuant to Section 4.2(g), and Construction Costs for Public Improvements plus Interest to which the Company would otherwise be entitled under a Construction Agreement executed prior to the 15th anniversary date of the Effective Date and prior to the date of such termination, have been paid; (ii) the date of termination of the TIRZ; (iii) the date the Town has paid the Maximum Construction Costs plus Interest; and (iv) the date the Town has paid Construction Costs plus Interest totaling \$93,079,000.00.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.1. Assignment

(a) This Agreement is binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

(b) The Company may assign this Agreement, in whole or in part, with the prior written approval of the governing body of the Town and the Board of Directors of the PEDC provided the assignee expressly assumes, in a written agreement approved by the governing body of the Town and the Board of Directors of the PEDC, all of the obligations of the Company under this Agreement that are related to the assignment. Such assignment shall not relieve the Company of any liability hereunder unless expressly stated otherwise in the assignment agreement.

Section 9.2. Entire Agreement

This Agreement incorporates all prior negotiations and discussions between the Parties regarding the subject matter hereof and represents the entire agreement of the Parties relating to the subject matter of this Agreement. This Agreement may only be modified by written instrument executed by the Parties.

Section 9.3. Notices

(a) A notice, communication, or request required by or contemplated by this Agreement shall be deemed to have been “given,” “delivered,” or “provided”: (i) five (5) business days after being deposited in the United States mail, certified mail or registered mail, postage prepaid, return receipt requested, or (ii) when delivered to the notice address by a nationally recognized, overnight delivery service as evidenced by the signature of any person at the notice address (whether or not such person is the named recipient for purposes of the notice), or (iii) when otherwise hand delivered to the notice address as evidenced by the signature of any person at the notice address (whether or not such person is the named recipient for purpose of the notice) and addressed to the applicable parties as follows:

If to Company and Additional Land Owners:

Jason Cohen
General Counsel
Blue Star Land L.P.
One Cowboys Parkway
Irving, Texas 75063

With a copy to:

George Mitchell
Sr. VP
Blue Star Land L.P.
8000 Warren Parkway
Frisco, Texas 75034

And to:

Joe Hickman
Blue Star Land L.P.
8000 Warren Parkway
Frisco, Texas 75034

And to:

Barry Knight
Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201

If to the Town:

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

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager and Smith
500 North Akard
1800 Ross Tower
Dallas, Texas 75201

If to the PEDC:

Attn: President
Prosper Economic Development Corporation
170 N. Preston Road, Suite 50
P.O. Box 1060
Prosper, Texas 75078-1060
972.346.3397 - telephone

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager and Smith
500 North Akard
1800 Ross Tower
Dallas, Texas 75201

(b) Any Party to this Agreement may at any time change the place of receiving notice by at least 10 days' written notice of such change of address to the other Parties in accordance with the manner of giving notice described above.

Section 9.4. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement, or the application to any person or circumstance shall, at any time or to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby (except to the extent such result is clearly unreasonable), and under such circumstances each term, covenant, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, insofar as such enforcement is not clearly unreasonable, and there shall be substituted for such invalid or enforceable term, covenant, conditions or provision, a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

Section 9.5. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

Section 9.6. No Partnership, Joint Venture or Joint and Several Liability

Nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture between the Parties or as constituting Company as an agent or representative of the Town or the PEDC for any purpose or in any manner under this Agreement, it being understood that Company is an independent contractor hereunder.

Section 9.7. Representatives Not Individually Liable

The Parties agree that no member, official, representative, or employee of the Town or the PEDC shall be personally liable to Company or any successor in interest in the event of any default or breach by the Town or the PEDC for any amount which may become due to Company or successor or for any obligations under the terms of the Agreement. No partner, member, representative, or employee of Company or any of its members or any institutional lender providing financing to Company shall be personally liable to the Town or the PEDC in the event of any default or breach by the Company for any amount which may become due to the Town or the PEDC or for any obligations under the terms of this Agreement.

Section 9.8. Compliance with Laws

The Company shall, at all times, be subject to all applicable laws pertinent to the Development Projects, this Agreement, and Company's actions in connection with the Development Projects and this Agreement. Nothing in this Section or any other part of this Agreement, however, shall be construed to limit or prevent Company from challenging at law or in equity the applicability of any applicable law and/or pursuing their rights in furtherance thereof through appropriate judicial proceedings, or to constitute a waiver of due process. Notwithstanding anything to the contrary contained in this Agreement, no provision of this Agreement shall be construed to require Company to comply with any applicable law during the period that such Company may be pursuing a bona fide challenge of the applicability, lawfulness, and/or enforceability of such applicable law (unless such law requires compliance during any such challenge). If Company's challenge is successful, the Company shall not be required by the provisions of this Agreement to comply with such applicable law.

Section 9.9. Venue

This Agreement shall be governed by the laws of the State of Texas. Venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

Section 9.10. Survival of Covenants

The representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 9.11. Town Attorney Fees.

Company agrees to pay or cause to be paid to the Town any attorney fees charged to the Town for legal review of this agreement in an amount not to exceed Ten Thousand Dollars (\$10,000.00) representing the legal fees and expenses of the Town in negotiating and preparing this Agreement within ten (10) days upon receipt of an invoice of same from the Town which legal fees and expenses shall not be reimbursed to Company from TIRZ Revenues or the Project Fund.

Section 9.12. Fees for Preparation of Project Plan and Financing Plan.

Company agrees to pay or cause to be paid to the Town any fees charged to the Town for the preparation of the revised project plan and financing plan for the TIRZ in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) within ten (10) days upon receipt of an invoice of same from the Town which fees and expenses shall be reimbursed to the Company from TIRZ Revenues.

Section 9.13. Recitals

The recitals to this Agreement are incorporated herein.

Section 9.14. Employment of Undocumented Workers

During the term of this Agreement Company agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the amount of the Reimbursement Payments and any other funds received by Company from the Town as of the date of such violation within 120 days after the date

Company is notified by the Town of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Company is not liable for a violation of this section in relation to any workers employed by a subsidiary, affiliate, or franchisee of Company or by a person with whom the Company contracts.

Section 9.15. Exhibits

The following exhibits are made part of this Agreement for all purposes:

Exhibit 1	Description of the Land
Exhibit 2	Description of Public Improvements
Exhibit 3	Impact Fee Additional Territory
Exhibit 4	TIRZ Boundary Adjustment Area

Section 9.16. Approvals and Actions.

All approvals and actions by the Company or Town or their authorized representatives as provided for in this Agreement shall not be unreasonably withheld, conditioned or delayed.

Section 9.17. First Amended and Restated Agreement.

This Agreement amends and restates the Development and Financing Agreement dated March 25, 2008, by and among the Town, Company and Additional Landowners ("Original Agreement") and said Original Agreement is null and void and of no further effect.

(signatures on following pages)

EXECUTED this ____ day of _____, 2014.

ATTEST:

TOWN:

Town Secretary

TOWN OF PROSPER, TEXAS

APPROVED AS TO FORM:

By: _____
Ray Smith, Mayor

Peter G. Smith

EXECUTED this ____ day of _____ 2014.

PEDC

PROSPER ECONOMIC
DEVELOPMENT CORPORATION

By: _____
Jim Wicker, President

APPROVED AS TO FORM:

By: _____
Peter G. Smith

EXECUTED this ____ day of _____ 2014.

COMPANY:

BLUE STAR LAND, LP,
a Texas limited partnership

By: Its General Partner
Blue Star Investments Inc.

By: _____
Jerral W. Jones, President

EXECUTED on this _____ day of _____, 2014.

LANDOWNER:

183 LAND CORP.
a Texas limited partnership

By: _____
Jerral W. Jones, President

EXECUTED on this _____ day of _____, 2014.

LANDOWNER:

BLUE STAR ALLEN LAND LP
a Texas limited partnership

By: Its General Partner
Blue Star Investments Inc.

By: _____
Jerral W. Jones, President

EXHIBIT 1
DESCRIPTION OF THE LAND

LEGAL DESCRIPTION
TRACT ONE
711.58 ACRES

BEING a tract of land out of the Collin County School Land Survey No. 12, Abstract 147, the Ben Renison Survey, Abstract No. 755, the John Yarnell Survey, Abstract No. 1038, in the Town of Prosper, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point for the intersection of the north right-of-way line of U.S. Highway 380 (variable width ROW) and the east line of the Burlington Northern Railroad (100' ROW);

THENCE with said east line, North 11°23'13" East, a distance of 2563.44 feet to a point for corner;

THENCE leaving said east line, the following courses and distances to wit:
North 89°18'36" West, a distance of 174.45 feet to a point for corner;
North 00°57'34" West, a distance of 657.12 feet to a point for corner in the approximate future south right-of-way line of Lovers Lane (proposed 90' ROW);

THENCE with said approximate future south right-of-way line, South 89°50'14" West, a distance of 2677.31 feet to a point for corner in the east right-of-way line of the Dallas North Tollway (300' ROW) and for the beginning of a non-tangent curve to the left having a radius of 11639.16 feet, a central angle of 0°26'38", a chord bearing and distance of North 03°20'10" East, 90.17 feet;

THENCE northeasterly, with said east right-of-way line and with said curve, an arc distance 90.17 feet to a point for corner;

THENCE leaving the east right-of-way line of the Dallas North Tollway, and with the approximate future north right-of-way line of Lovers Lane, North 89°50'14" East, a distance of 2670.56 feet to a point for corner;

THENCE leaving the approximate future north right-of-way line of Lovers Lane, North 00°57'34" West, a distance of 1899.00 feet to a point for corner in the approximate future south right-of-way line of First Street (proposed 90' ROW);

THENCE with said approximate future south right-of-way line, South 89°38'42" West, a distance of 2627.73 feet to a point for corner in the east right-of-way line of said Dallas North Tollway;

THENCE with said east right-of-way line, North 01°21'57" West, a distance of 90.01 feet to a point for corner in the approximate future north right-of-way line of said First Street;

THENCE leaving the east right-of-way line of the Dallas North Tollway, and with the approximate future north right-of-way line of First Street, North 89°38'42" East, a distance of 1090.10 feet to a point for corner;

THENCE leaving the approximate future north right-of-way line of said First Street, the following courses and distances to wit:

C:\Documents and Settings\russell.kennedy\Local Settings\Temporary Internet Files\Content.Outlook\07UBG4DF\TRIZ LEGAL.doc

EXHIBIT 1
DESCRIPTION OF THE LAND

North 00°08'21" West, a distance of 2630.24 feet to a point for corner;
North 89°52'17" East, a distance of 1291.86 feet to a point for corner;
South 00°51'28" East, a distance of 2625.22 feet to a point for corner in the approximate future north right-of-way line of said First Street;

THENCE with the approximate future north right-of-way line of First Street, North 89°38'42" East, a distance of 6593.33 feet to a point for corner;

THENCE leaving the approximate future north right-of-way line of said First Street, the following courses and distances to wit:

South 01°03'12" East, a distance of 1588.92 feet to a point for corner;
South 89°20'50" West, a distance of 1282.90 feet to a point for corner;
South 31°19'56" West, a distance of 22.69 feet to a point for corner;
South 00°01'57" East, a distance of 86.34 feet to a point for corner;
South 11°41'18" East, a distance of 203.02 feet to a point for corner;
South 07°27'51" West, a distance of 302.86 feet to a point for corner;
North 89°55'19" West, a distance of 19.67 feet to a point for corner;
South 00°03'08" East, a distance of 3008.56 feet to a point for corner;
South 46°53'29" West, a distance of 111.22 feet to a point for corner in the north right-of-way line of U.S. Highway 380;

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

South 86°35'20" West, a distance of 219.04 feet to a point for corner;
South 89°12'35" West, a distance of 199.96 feet to a point for corner;
South 83°29'16" West, a distance of 100.54 feet to a point for corner;
South 89°12'47" West, a distance of 1578.14 feet to a point for corner;
South 88°51'37" West, a distance of 700.69 feet to a point for corner;
South 89°12'09" West, a distance of 792.64 feet to a point for corner;
South 84°55'12" West, a distance of 93.02 feet to a point for corner;
North 89°50'48" West, a distance of 430.49 feet to a point for corner;
North 87°56'17" West, a distance of 300.17 feet to a point for corner;
North 84°08'12" West, a distance of 703.49 feet to a point for corner;
North 89°50'50" West, a distance of 191.50 feet to the **POINT OF BEGINNING** and containing 760.47 gross acres of land **SAVE AND EXCEPT** the following three tracts of land.

SAVE AND EXCEPT
TRACT ONE
2.95 ACRES

BEING a tract of land out of the Collin County School Land Survey No. 12, Abstract 147, in the Town of Prosper, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a point for the intersection of the north right-of-way line of U.S. Highway 380 (variable width ROW) and the east line of the Burlington Northern Railroad (100' ROW); **THENCE** with said east line, North 11°23'13" East, a distance of 5269.23 feet to a point for corner in the approximate future south right-of-way line of First Street (proposed 90' ROW); **THENCE** with said approximate future south right-of-way line, North 89°38'42" East, a distance of 411.66 feet to the **POINT OF BEGINNING**;

**EXHIBIT 1
DESCRIPTION OF THE LAND**

THENCE continuing with the approximate future south right-of-way line, North 89°38'42" East, a distance of 475.88 feet to a point for corner;

THENCE leaving the approximate future south right-of-way line of said First Street, the following courses and distances to wit:

South 00°21'57" East, a distance of 267.68 feet to a point for corner;
South 89°29'33" West, a distance of 481.12 feet to a point for corner;
North 00°45'07" East, a distance of 269.01 feet to the **POINT OF BEGINNING**
and containing 2.95 acres of land.

**SAVE AND EXCEPT
TRACT TWO
0.38 ACRE**

BEING a tract of land out of the Collin County School Land Survey No. 12, Abstract 147, in the Town of Prosper, Collin County, Texas, being all of the 0.38 acre tract of land described in deed to Bryan Black recorded in Collin County Clerk's File No. 93-0098231 of the Land Records of Collin County, Texas;

**SAVE AND EXCEPT
TRACT THREE
45.56 ACRES**

BEING a tract of land out of the Collin County School Land Survey No. 12, Abstract 147, in the Town of Prosper, Collin County, Texas, and being more particularly described as follows:

BEGINNING at the intersection of the west right-of-way line of South Craig Road and the approximate future south right-of-way line of First Street (proposed 90' ROW);

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

South 01°11'11" East, a distance of 711.92 feet to a point for corner;
South 05°32'43" West, a distance of 376.79 feet to a point for corner;

THENCE leaving said west right-of-way line, the following courses and distances to wit:

North 89°06'24" West, a distance of 1050.04 feet to a point for corner;
North 76°51'24" West, a distance of 321.53 feet to a point for corner;
North 76°42'56" West, a distance of 185.47 feet to a point for corner;
North 00°58'50" West, a distance of 673.52 feet to a point for corner;
South 89°18'22" West, a distance of 555.18 feet to a point for corner;
South 02°09'39" West, a distance of 71.99 feet to a point for corner;
North 89°56'58" West, a distance of 257.38 feet to a point for corner;
North 00°05'32" West, a distance of 177.82 feet to a point for corner;
South 89°41'07" West, a distance of 455.63 feet to a point for corner;
South 00°09'58" East, a distance of 104.29 feet to a point for corner;
South 89°49'10" West, a distance of 189.92 feet to a point for corner;
North 00°06'52" West, a distance of 270.45 feet to a point for corner in the approximate future south right-of-way line of said First Street;

EXHIBIT 1
DESCRIPTION OF THE LAND

THENCE with the approximate future south right-of-way line of said First Street, North 89°38'42" East, a distance of 3038.09 feet to the **POINT OF BEGINNING** and containing 46.56 acres of land and leaving a net area of 711.58 acres of land.

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

LEGAL DESCRIPTION
TRACT TWO
40.69 ACRES

BEING a tract of land out of the Collin County School Land Survey No. 12, Abstract 147, in the Town of Prosper, Collin County, Texas, being all of the 29.66 acre tract of land described in deed to Blue Star Land, L.P. recorded in Volume 4421, Page 1264 of the Land Records of Collin County, Texas, being part of Preston Road and being more particularly described as follows:

BEGINNING at a point for the intersection of the approximate future north right-of-way line of said First Street and the west right-of-way line of Preston Road (variable width ROW);

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

North 78°44'13" East, a distance of 51.59 feet to a point for corner;
North 49°48'13" East, a distance of 87.51 feet to a point for corner;
North 20°51'13" East, a distance of 200.00 feet to a point for corner;
North 15°08'13" East, a distance of 100.50 feet to a point for corner;
North 20°51'13" East, a distance of 375.53 feet to a point for corner;
North 20°51'13" East, a distance of 24.49 feet to a point for corner;
North 26°34'13" East, a distance of 100.50 feet to a point for corner;
North 25°37'13" East, a distance of 301.04 feet to a point for corner;
North 12°19'13" East, a distance of 181.97 feet to a point for corner;
North 12°19'13" East, a distance of 20.27 feet to a point for corner;
North 20°51'13" East, a distance of 400.00 feet to a point for corner;
North 27°30'13" East, a distance of 302.04 feet to a point for corner;
North 17°59'13" East, a distance of 200.25 feet to a point for corner;
North 19°44'13" East, a distance of 511.96 feet to a point for corner;

THENCE leaving said west right-of-way line and with the north line of said 29.66 acre tract, North 89°00'11" East, a distance of 880.40 feet to a point for the northeast corner of said 29.66 acre tract;

THENCE with the east line of said 29.66 acre tract, the following courses and distances to wit:

South 01°05'49" East, a distance of 669.00 feet to a point for corner;
South 00°46'20" East, a distance of 662.11 feet to a point for the southeast corner of said 29.66 acre tract;

EXHIBIT 1
DESCRIPTION OF THE LAND

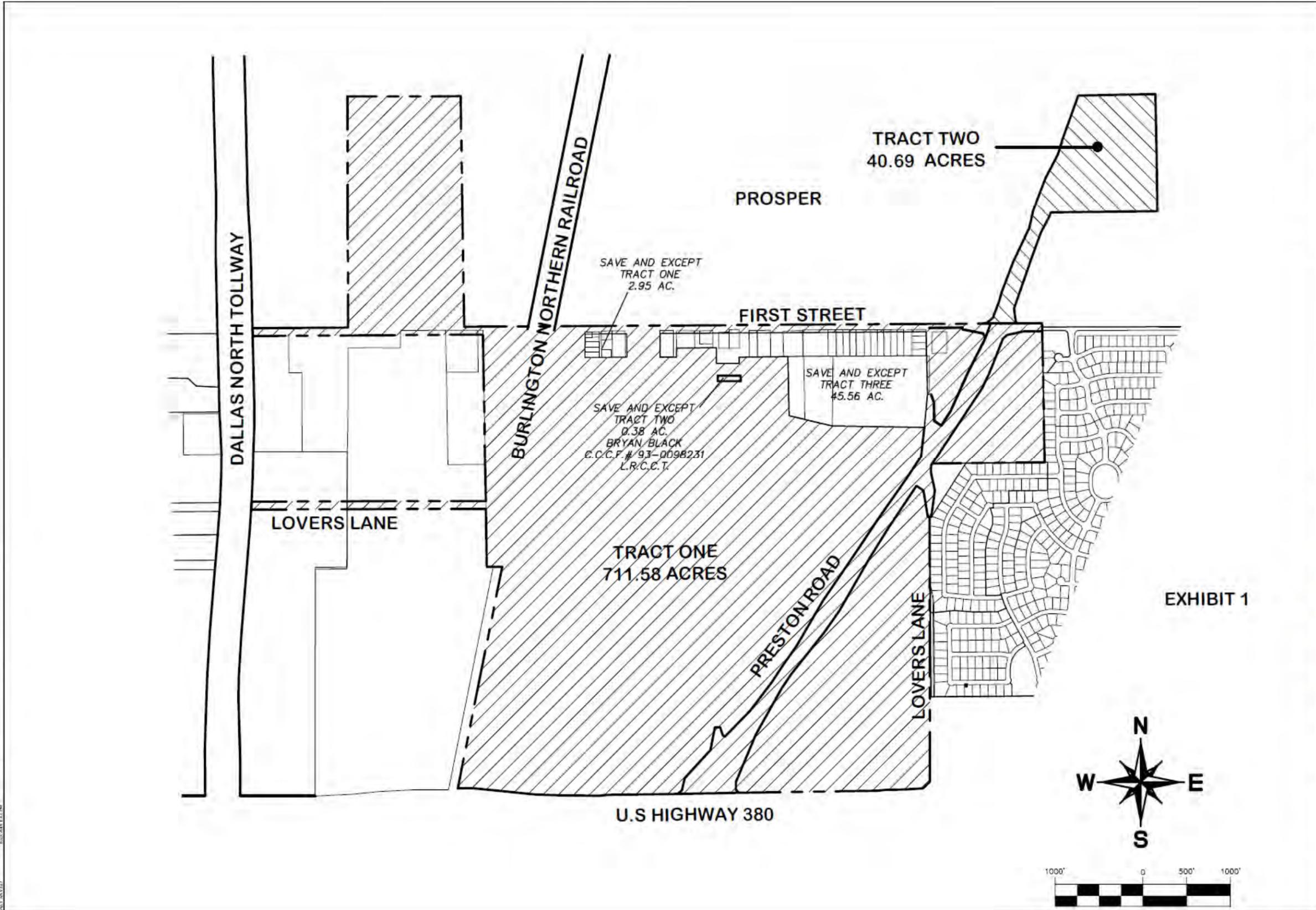
THENCE with the south line of said 29.66 acre tract, South 89°14'07" West, a distance of 1216.84 feet to a point for corner in the east right-of-way line of said Preston Road;

THENCE with said east right-of-way line, the following courses and distances to wit:
South 20°51'13" West, a distance of 55.26 feet to a point for corner;
South 27°58'43" West, a distance of 201.56 feet to a point for corner;
South 19°53'55" West, a distance of 300.04 feet to a point for corner;
South 19°08'07" West, a distance of 615.76 feet to a point for corner;
South 07°26'39" East, a distance of 170.98 feet to a point for corner in the approximate future north right-of-way line of said First Street;

THENCE with the approximate future north right-of-way line of said First Street, South 89°38'42" West, a distance of 381.40 feet to the **POINT OF BEGINNING** and containing 40.69 acres of land.

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

**EXHIBIT 1
DESCRIPTION OF THE LAND**



Kimley-Horn and Associates, Inc.
No. 012 335-2860
Fax No. (972) 335-3776
2750 Lemmon Street, Suite 100
Frisco, Texas 75034



GATES
PROSPER

Scale:	1" = 100'
Designed by:	RFA
Drawn by:	DAB
Checked by:	FGA
Date:	JUNE 2008
Project No.:	0510002

SHEET

EXHIBIT 2
DESCRIPTION OF PUBLIC IMPROVEMENTS

PRELIMINARY
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

FOR

The Gates Of Prosper

SITF PLAN: 5/19/14 Site Plan
STATUS: Revised OPC

SECTION: SUMMARY

PREPARED BY: BLUE STAR LAND

FILE: 98140798_OPD OPC W Phasing rev9
DATE: 07/23/14

SUMMARY OF PROJECT COSTS				
DESCRIPTION	TOTAL COST	TIRZ ELIGIBLE CIP COST	TIRZ ELIGIBLE PUBLIC COST	DEVELOPER COST
Thoroughfare	\$37,667,225.00	\$24,756,875.00	\$6,858,100.00	\$26,052,250.00
Wastewater	\$8,599,210.00	\$5,697,850.00	\$0.00	\$2,901,390.00
Water	\$9,256,850.00	\$2,753,100.00	\$2,614,000.00	\$3,889,750.00
Drainage and Detention/Retention	\$9,756,100.00	\$1,446,000.00	\$5,221,050.00	\$3,089,050.00
Utility Relocations	\$3,850,000.00	\$0.00	\$1,925,000.00	\$1,925,000.00
Electrical Duct Bank	\$5,530,000.00	\$0.00	\$2,500,000.00	\$3,030,000.00
Parks / Open Space	\$5,200,000.00	\$0.00	\$2,500,000.00	\$2,700,000.00
Entry Features and Roundabout	\$3,275,000.00	\$0.00	\$1,637,500.00	\$1,637,500.00
GRAND TOTAL	\$103,134,415.00	\$34,653,825.00	\$23,255,650.00	\$45,224,940.00
TOTAL TIRZ ELIGIBLE COSTS		\$57,909,475		

NOTES:

1. Review all notes and assumptions.
2. The Engineer has not prepared fully engineered construction drawings for this site; therefore, the final quantities are subject to change. Additionally, the final land plan could change significantly through the "development" process.
3. These OPC's are not intended for basing financial decisions, or securing funding.
4. The cost allocations per category and phase are estimates and are for planning purposes only. Any cost savings from a particular category may be utilized in another category provided that the overall maximum construction cost as provided for in the agreement is not exceeded.

EXHIBIT 2 DESCRIPTION OF PUBLIC IMPROVEMENTS

PRELIMINARY
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
FOR
The Gates Of Prosper

SITE PLAN: 5/19/14 Site Plan SECTION: SUMMARY
 STATUS: Revised OPC
 FILE: 20140723_OOP OPC W Phasing rev2
 PREPARED BY: BLUE STAR LAND DATE: 07/23/14

SUMMARY OF PROJECT COSTS BY PHASE			PHASE 1A	PHASE 1B	PHASE 2A	PHASE 2B	PHASE 3A	PHASE 3B	PHASE 4A
Thoroughfare	TOTAL	\$57,667,225.00	\$9,219,035.71	\$6,367,410.71	\$16,063,285.71	\$2,935,885.71	\$6,159,785.71	\$6,651,785.71	\$10,270,035.71
	TIRZ ELIG. CIP	\$24,756,875.00	\$4,139,392.86	\$4,515,267.86	\$302,142.86	\$2,158,142.86	\$1,788,392.86	\$1,650,642.86	\$10,202,892.86
	TIRZ ELIG. PUBLIC	\$6,858,100.00	\$67,142.86	\$67,142.86	\$4,310,642.86	\$777,742.86	\$67,142.86	\$1,501,142.86	\$67,142.86
	DEVELOPER COST	\$26,052,250.00	\$5,012,500.00	\$1,785,000.00	\$11,450,500.00	\$0.00	\$4,304,250.00	\$3,500,000.00	\$0.00
Wastewater	TOTAL	\$8,599,240.00	\$5,901,350.00	\$671,450.00	\$1,113,300.00	\$0.00	\$344,340.00	\$568,800.00	\$0.00
	TIRZ ELIG. CIP	\$5,697,850.00	\$5,210,000.00	\$487,850.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TIRZ ELIG. PUBLIC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	DEVELOPER COST	\$2,901,390.00	\$691,350.00	\$183,600.00	\$1,113,300.00	\$0.00	\$344,340.00	\$568,800.00	\$0.00
Water	TOTAL	\$9,256,850.00	\$1,259,700.00	\$2,053,300.00	\$3,487,850.00	\$360,000.00	\$587,600.00	\$1,243,400.00	\$265,000.00
	TIRZ ELIG. CIP	\$2,753,100.00	\$0.00	\$1,291,500.00	\$1,003,200.00	\$0.00	\$0.00	\$458,400.00	\$0.00
	TIRZ ELIG. PUBLIC	\$2,614,000.00	\$468,000.00	\$466,000.00	\$645,000.00	\$360,000.00	\$205,000.00	\$205,000.00	\$265,000.00
	DEVELOPER COST	\$3,889,750.00	\$791,700.00	\$295,800.00	\$1,839,650.00	\$0.00	\$382,600.00	\$580,000.00	\$0.00
Drainage and Detention/Retention	TOTAL	\$9,756,100.00	\$2,043,928.57	\$1,474,128.57	\$2,631,928.57	\$606,328.57	\$807,128.57	\$1,692,728.57	\$499,928.57
	TIRZ ELIG. CIP	\$1,446,000.00	\$365,400.00	\$974,200.00	\$0.00	\$106,400.00	\$0.00	\$0.00	\$0.00
	TIRZ ELIG. PUBLIC	\$5,221,050.00	\$839,264.29	\$249,964.29	\$2,381,964.29	\$249,964.29	\$403,564.29	\$846,364.29	\$249,964.29
	DEVELOPER COST	\$3,089,050.00	\$839,264.29	\$249,964.29	\$249,964.29	\$249,964.29	\$403,564.29	\$846,364.29	\$249,964.29
Utility Relocations	TOTAL	\$3,850,000.00	\$0.00	\$0.00	\$2,200,000.00	\$0.00	\$0.00	\$450,000.00	\$1,200,000.00
	TIRZ ELIG. CIP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TIRZ ELIG. PUBLIC	\$1,925,000.00	\$0.00	\$0.00	\$1,100,000.00	\$0.00	\$0.00	\$225,000.00	\$600,000.00
	DEVELOPER COST	\$1,925,000.00	\$0.00	\$0.00	\$1,100,000.00	\$0.00	\$0.00	\$225,000.00	\$600,000.00
Electrical Duct Bank	TOTAL	\$5,530,000.00	\$790,000.00	\$1,752,500.00	\$1,095,000.00	\$472,500.00	\$0.00	\$262,500.00	\$1,157,500.00
	TIRZ ELIG. CIP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TIRZ ELIG. PUBLIC	\$2,500,000.00	\$790,000.00	\$1,710,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	DEVELOPER COST	\$3,030,000.00	\$0.00	\$42,500.00	\$1,095,000.00	\$472,500.00	\$0.00	\$262,500.00	\$1,157,500.00
Parks / Open Space	TOTAL	\$5,200,000.00	\$260,000.00	\$260,000.00	\$260,000.00	\$2,080,000.00	\$260,000.00	\$2,080,000.00	\$0.00
	TIRZ ELIG. CIP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TIRZ ELIG. PUBLIC	\$2,500,000.00	\$260,000.00	\$260,000.00	\$260,000.00	\$1,720,000.00	\$0.00	\$0.00	\$0.00
	DEVELOPER COST	\$2,700,000.00	\$0.00	\$0.00	\$0.00	\$360,000.00	\$260,000.00	\$2,080,000.00	\$0.00
Entry Features and Roundabout	TOTAL	\$3,275,000.00	\$467,857.14	\$467,857.14	\$467,857.14	\$467,857.14	\$467,857.14	\$467,857.14	\$467,857.14
	TIRZ ELIG. CIP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TIRZ ELIG. PUBLIC	\$1,637,500.00	\$233,928.57	\$233,928.57	\$233,928.57	\$233,928.57	\$233,928.57	\$233,928.57	\$233,928.57
	DEVELOPER COST	\$1,637,500.00	\$233,928.57	\$233,928.57	\$233,928.57	\$233,928.57	\$233,928.57	\$233,928.57	\$233,928.57
TOTALS	TOTAL	\$103,134,415.00	\$19,941,871.43	\$13,046,646.43	\$27,319,221.43	\$6,922,571.43	\$8,626,711.43	\$13,417,071.43	\$13,860,321.43
	TIRZ ELIG. CIP	\$34,653,825.00	\$9,714,792.86	\$7,268,817.86	\$1,305,342.86	\$2,264,542.86	\$1,788,392.86	\$2,109,042.86	\$10,202,892.86
	TIRZ ELIG. PUBLIC	\$23,255,650.00	\$2,658,335.71	\$2,987,035.71	\$8,931,535.71	\$3,341,635.71	\$909,635.71	\$3,011,435.71	\$1,416,035.71
	DEVELOPER COST	\$45,224,940.00	\$7,568,742.86	\$2,790,792.86	\$17,082,342.86	\$1,316,392.86	\$5,928,682.86	\$8,296,592.86	\$2,241,392.86

NOTES:

1. Review all notes and assumptions.
2. The Engineer has not prepared fully engineered construction drawings for this site; therefore, the final quantities are subject to change. Additionally, the final land plan could change significantly through the "development" process.
3. These OPC's are not intended for basing financial decisions, or securing funding.
4. The cost allocations per category and phase are estimates and are for planning purposes only. Any cost savings from a particular category may be utilized in another category provided that the overall maximum construction cost as provided for in the agreement is not exceeded.

EXHIBIT 2 DESCRIPTION OF PUBLIC IMPROVEMENTS

PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS FOR The Gates Of Prosper

SITE PLAN: 5/19/14 Site Plan
STATUS: Revised OPC

SECTION: ROADWAYS

PREPARED BY: BLUE STAR LAND

FILE: 20140723_GOP OPC W Phasing rev2
DATE: 07/23/14

ROADWAYS

Section	Description	Item	Quantity	Unit	Cost per Unit	Total Cost	Phase
Section A	CIP Roadway	4-Lane Road	1,030	LF	\$725.00	\$746,750.00	1A
Section B	CIP Roadway	4-Lane Road	1,650	LF	\$725.00	\$1,196,250.00	1A
Section C	CIP Roadway	4-Lane Road	2,130	LF	\$725.00	\$1,544,250.00	1A
Section D	CIP Roadway	4-Lane Road	1,290	LF	\$725.00	\$935,250.00	1B
Section E	CIP Roadway	4-Lane Road	1,990	LF	\$725.00	\$1,442,750.00	1B
Section F	CIP Roadway	4-Lane Road	1,480	LF	\$725.00	\$1,073,000.00	1B
Section G	TIRZ Eligible Public Roadway	4-Lane Road	1,670	LF	\$725.00	\$1,210,750.00	2A
Section H	Developer Roadway	4-Lane Road	460	LF	\$725.00	\$333,500.00	2A
Section I	TIRZ Eligible Public Roadway	4-Lane Road	2,020	LF	\$725.00	\$1,464,500.00	2A
Section J	Developer Roadway	3-Lane Road	690	LF	\$425.00	\$293,250.00	2A
Section K	TIRZ Eligible Public Roadway	3-Lane Road	2,580	LF	\$425.00	\$1,096,500.00	2A
Section L	TIRZ Eligible Public Roadway	3-Lane Road	1,110	LF	\$425.00	\$471,750.00	2A
Section M	TIRZ Eligible Public Roadway	2-Lane Road	1,040	LF	\$340.00	\$353,600.00	2B
Section N	TIRZ Eligible Public Roadway	2-Lane Road	1,050	LF	\$340.00	\$357,000.00	2B
Section O	CIP Roadway	4-Lane Road	900	LF	\$725.00	\$652,500.00	2B
Section P	CIP Roadway	4-Lane Road	470	LF	\$725.00	\$340,750.00	2B
Section Q	CIP Roadway	4-Lane Road	2,050	LF	\$725.00	\$1,486,250.00	3A
Section R	TIRZ Eligible Public Roadway	2-Lane Road	1,690	LF	\$340.00	\$574,600.00	3B
Section S	TIRZ Eligible Public Roadway	2-Lane Road	1,760	LF	\$340.00	\$598,400.00	3B
Section T	TIRZ Eligible Public Roadway	4-Lane Road	360	LF	\$725.00	\$261,000.00	3B
Section U	CIP Roadway	4-Lane Road	990	LF	\$725.00	\$717,750.00	3B
Section V	CIP Roadway	4-Lane Road	870	LF	\$725.00	\$630,750.00	3B
Section W	CIP Roadway	4-Lane Road	1,190	LF	\$725.00	\$862,750.00	2B
Section X	CIP Roadway	4-Lane Road	2,650	LF	\$725.00	\$1,921,250.00	4A
Section Y	CIP Roadway	4-Lane Road	820	LF	\$725.00	\$594,500.00	4A
Section Z	CIP Roadway	4-Lane Road	2,600	LF	\$725.00	\$1,885,000.00	4A
Section AA	CIP Roadway	3-Lane Road	1,205	LF	\$425.00	\$512,125.00	1B
Subdistrict 01B	Developer Roadways	2-Lane Road	5,100	LF	\$350.00	\$1,785,000.00	1B
Subdistrict 01A	Developer Roadways	2-Lane Road	13,650	LF	\$350.00	\$4,777,500.00	1A
Subdistrict 02	Developer Roadways	2-Lane Road	30,925	LF	\$350.00	\$10,823,750.00	2A
Subdistrict 03	Developer Roadways	2-Lane Road	10,000	LF	\$350.00	\$3,500,000.00	3B
Subdistrict 04	Developer Roadways	City Std 31' B-B Roadway	9,565	LF	\$450.00	\$4,304,250.00	3A

CIP Roadway:	LENGTH=	23,315	SUBTOTAL=	\$16,541,875.00
TIRZ Eligible Public Roadway:	LENGTH=	13,280	SUBTOTAL=	\$6,388,100.00
Developer Roadway:	LENGTH=	70,390	SUBTOTAL=	\$25,817,250.00
TOTAL ROADWAY:	LENGTH=	106,985	SUBTOTAL=	\$48,747,225.00

EXHIBIT 2 DESCRIPTION OF PUBLIC IMPROVEMENTS

ADDITIONAL ROADWAY ITEMS

Section	Description	Item	Quantity	Unit	Cost per Unit	Total Cost	Phase
Preston Road	CIP	Median Opening and Turn Lane	2	LS	\$175,000.00	\$350,000.00	1A
Preston Road	Developer	Median Opening and Turn Lane	1	LS	\$175,000.00	\$175,000.00	1A
Multiple Locations	CIP	Traffic Sig. Des. and Const.	9	LS	\$235,000.00	\$2,115,000.00	ALL
Multiple Locations	TIRZ Eligible Public	Traffic Sig. Des. And const.	2	LS	\$235,000.00	\$470,000.00	ALL
Richland Blvd.	CIP	Traffic Roundabout	1	LS	\$250,000.00	\$250,000.00	1B
Lovers Lane	CIP	RR Crossing Bridge	1	LS	\$5,500,000.00	\$5,500,000.00	4A
All	Developer	Traffic Impact Analysis (TIA)	1	LS	\$60,000.00	\$60,000.00	1A

CIP Items= \$8,215,000.00
 TIRZ Eligible Public Items= \$470,000.00
 Developer Items= \$235,000.00
 SUBTOTAL= \$8,920,000.00

 TOTAL= \$57,667,225.00

Street Description:

All Roadways generally include: reinforced concrete pavement, subgrade preparation, grading, lime treatment, local storm pipe, curb inlets, typical striping, typical signage, standard sidewalks, barrier free ramps, testing, engineering, and performance & maintenance bonds, illumination and median landscaping

**EXHIBIT 2
DESCRIPTION OF PUBLIC IMPROVEMENTS**

**PRELIMINARY
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS**

FOR

The Gates Of Prosper

SITE PLAN: 5/19/14 Site Plan
STATUS: Revised OPC

SECTION: WASTEWATER

FILE: 20140723_GOP OPC W Phasing rev2

PREPARED BY: BLUE STAR LAND

DATE: 07/23/14

WASTEWATER

Line	Description	Item	Quantity	Unit	Cost per Unit	Total Cost	Phase
Lines A and C	CIP Project	Trunk Sewer Main	1	LS	\$5,210,000.00	\$5,210,000.00	1A
Line C-1	CIP Project	10" SSWR	3,050	LF	\$55.00	\$167,750.00	1B
Line C-2	CIP Project	10" SSWR	5,820	LF	\$55.00	\$320,100.00	1B
Line D	Developer Project	8" SSWR	1,660	LF	\$45.00	\$74,700.00	3B
Line E	Developer Project	8" SSWR	1,460	LF	\$45.00	\$65,700.00	3B
Line F	Developer Project	8" SSWR	1,520	LF	\$45.00	\$68,400.00	3B
Line G	Developer Project	8" SSWR	1,110	LF	\$45.00	\$49,950.00	1A
Subdistrict 01B	Developer Project	8" SSWR	4,080	LF	\$45.00	\$183,600.00	1B
Subdistrict 01A	Developer Project	8" SSWR	10,920	LF	\$45.00	\$491,400.00	1A
Subdistrict 02	Developer Project	8" SSWR	24,740	LF	\$45.00	\$1,113,300.00	2A
Subdistrict 03	Developer Project	8" SSWR	8,000	LF	\$45.00	\$360,000.00	3B
Subdistrict 04	Developer Project	8" SSWR	7,652	LF	\$45.00	\$344,340.00	3A
All	Developer Project	Master Utility Plan	1	LS	\$150,000.00	\$150,000.00	1A

CIP Wastewater:	TOTAL=	\$5,697,850.00
TIRZ Eligible Public Wastewater:	TOTAL=	
Developer Wastewater:	TOTAL=	\$2,901,390.00
TOTAL WASTEWATER:	TOTAL=	\$8,599,240.00

EXHIBIT 2
DESCRIPTION OF PUBLIC IMPROVEMENTS

PRELIMINARY
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

FOR

The Gates Of Prosper

SITE PLAN: 5/19/14 Site Plan
STATUS: Revised OPC

SECTION: WATER

FILE: 20140723_GOP OPC W Phasing rev2

PREPARED BY: BLUE STAR LAND

DATE: 07/23/14

WATER

Section	Description	Item	Quantity	Unit	Cost per Unit	Total Cost	Phase
CIP Line 1	CIP	20" Waterline	6,300	LF	\$205.00	\$1,291,500.00	1B
CIP Line 2	CIP	16" Waterline	5,280	LF	\$190.00	\$1,003,200.00	2A
CIP Line 3a	CIP	16" Waterline	1,860	LF	\$190.00	\$353,400.00	3B
CIP Line 3b	CIP	12" Waterline	1,050	LF	\$100.00	\$105,000.00	3B
Section A	TIRZ Eligible Public Project	12" Waterline	990	LF	\$100.00	\$99,000.00	1A
Section B	TIRZ Eligible Public Project	12" Waterline	1,510	LF	\$100.00	\$151,000.00	1A
Section C	TIRZ Eligible Public Project	12" Waterline	2,180	LF	\$100.00	\$218,000.00	1A
Section D	TIRZ Eligible Public Project	12" Waterline	1,240	LF	\$100.00	\$124,000.00	1B
Section E	TIRZ Eligible Public Project	12" Waterline	1,940	LF	\$100.00	\$194,000.00	1B
Section F	TIRZ Eligible Public Project	12" Waterline	1,480	LF	\$100.00	\$148,000.00	1B
Section G	TIRZ Eligible Public Project	12" Waterline	1,650	LF	\$100.00	\$165,000.00	2A
Section H	Developer Project	12" Waterline	460	LF	\$100.00	\$46,000.00	2A
Section I	TIRZ Eligible Public Project	12" Waterline	2,040	LF	\$100.00	\$204,000.00	2A
Section K	TIRZ Eligible Public Project	12" Waterline	1,710	LF	\$100.00	\$171,000.00	2A
Section L	TIRZ Eligible Public Project	12" Waterline	1,050	LF	\$100.00	\$105,000.00	2A
Section M	TIRZ Eligible Public Project	12" Waterline	1,040	LF	\$100.00	\$104,000.00	2B
Section O	TIRZ Eligible Public Project	12" Waterline	900	LF	\$100.00	\$90,000.00	2B
Section P	TIRZ Eligible Public Project	12" Waterline	470	LF	\$100.00	\$47,000.00	2B
Section Q	TIRZ Eligible Public Project	12" Waterline	2,050	LF	\$100.00	\$205,000.00	3A
Section R	TIRZ Eligible Public Project	12" Waterline	1,450	LF	\$100.00	\$145,000.00	3B
Section T	TIRZ Eligible Public Project	12" Waterline	600	LF	\$100.00	\$60,000.00	3B
Section W	TIRZ Eligible Public Project	12" Waterline	1,190	LF	\$100.00	\$119,000.00	2B
Section X	TIRZ Eligible Public Project	12" Waterline	2,650	LF	\$100.00	\$265,000.00	4A
Subdistrict 01B	Developer Project	8" & 12" Waterline	5,100	LF	\$58.00	\$295,800.00	1B
Subdistrict 01A	Developer Project	8" & 12" Waterline	13,650	LF	\$58.00	\$791,700.00	1A
Subdistrict 02	Developer Project	8" & 12" Waterline	30,925	LF	\$58.00	\$1,793,650.00	2A
Subdistrict 03	Developer Project	8" & 12" Waterline	10,000	LF	\$58.00	\$580,000.00	3B
Subdistrict 04	Developer Project	8" Waterline	9,565	LF	\$40.00	\$382,600.00	3A

CIP Water:	LENGTH= 14,490	TOTAL= \$2,753,100.00
TIRZ Eligible Public Water:	LENGTH= 26,140	TOTAL= \$2,614,000.00
Developer Water:	LENGTH= 69,700	TOTAL= \$3,889,750.00
TOTAL WATER:	LENGTH= 110,330	TOTAL= \$9,256,850.00

EXHIBIT 2 DESCRIPTION OF PUBLIC IMPROVEMENTS

PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

FOR

The Gates Of Prosper

SITE PLAN: 5/19/14 Site Plan
STATUS: Revised OPC

SECTION: DRAINAGE AND DETENTION/RET.

FILE: 20140723_GOP OPC W Phasing rev2

PREPARED BY: BLUE STAR LAND

DATE: 07/23/14

DRAINAGE

Section	Description	Item	Quantity	Unit	Cost per Unit	Total Cost	Phase
Line A-1	TIRZ Eligible Public Project	4 - 8'x4' MBC	180	LF	\$1,100.00	\$198,000.00	2A
Line A-2	TIRZ Eligible Public Project	2 - 8'x4' MBC	1,440	LF	\$580.00	\$835,200.00	2A
Line A-3	TIRZ Eligible Public Project	10'x4' RCB	1,100	LF	\$310.00	\$341,000.00	2A
Line A-4	TIRZ Eligible Public Project	2 - 8'x4' MBC	130	LF	\$580.00	\$75,400.00	2A
Line A-5	TIRZ Eligible Public Project	10'x4' RCB	1,060	LF	\$310.00	\$328,600.00	2A
		2 - 8'x4' MBC	610	LF	\$580.00	\$353,800.00	2A
Line B-1	Developer Project	2 - 10'x4' MBC	240	LF	\$620.00	\$148,800.00	3B
Line B-2	Developer Project	2 - 10'x4' MBC	310	LF	\$620.00	\$192,200.00	3B
Line B-3	Developer Project	2 - 8'x4' MBC	870	LF	\$580.00	\$504,600.00	3B
Line B-4	Developer Project	2 - 10'x4' MBC	560	LF	\$620.00	\$347,200.00	3B
Line B-5	CIF Project	6'x3' RCB	710	LF	\$200.00	\$142,000.00	1B
		2 - 6'x3' MBC	610	LF	\$400.00	\$244,000.00	1B
		2 - 8'x4' MBC	660	LF	\$580.00	\$382,800.00	1B
		10'x4' RCB	120	LF	\$310.00	\$37,200.00	1B
		2 - 8'x4' MBC	290	LF	\$580.00	\$168,200.00	1B
Line B-6	Developer Project	5'x3' RCB	640	LF	\$180.00	\$115,200.00	3A
		6'x3' RCB	960	LF	\$200.00	\$192,000.00	3A
Line B-7	CIF Project	8'x3' RCB	380	LF	\$280.00	\$106,400.00	2B
Line C-1	Developer Project	2 - 8'x4' MBC	770	LF	\$580.00	\$446,600.00	1A
Line C-2	Developer Project	2 - 9'x4' MBC	970	LF	\$600.00	\$582,000.00	1A
Line C-3	CIF Project	2 - 8'x4' MBC	630	LF	\$580.00	\$365,400.00	1A

CIP Storm:	LENGTH=	3,400	TOTAL=	\$1,446,000.00
TIRZ Eligible Public Storm:	LENGTH=	5,840	TOTAL=	\$2,132,000.00
*Developer Storm:			TOTAL=	\$2,528,600.00
TOTAL STORM:	LENGTH=	13,240	TOTAL=	\$6,106,600.00

DETENTION/STUDIES

Section	Description	Item	Quantity	Unit	Cost per Unit	Total Cost	Phase
	*Developer Project	Detention/Retention Ponds	1	LS	\$3,499,500.00	\$3,499,500.00	ALL
	*Developer Project	Master Drainage/Det. Plan	1	LS	\$150,000.00	\$150,000.00	1A

SUBTOTAL= \$3,649,500.00

*Half of the Developer Drainage and Detention Cost is TIRZ eligible per the original Development and Financing Agreement.

TOTAL STORM= \$9,756,100.00

EXHIBIT 2 DESCRIPTION OF PUBLIC IMPROVEMENTS

PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

FOR

The Gates Of Prosper

SITE PLAN: 5/19/14 Site Plan
STATUS: Revised OPC

SECTION: ELECTRICAL DUCT BANK

FILE: 20140723_GOP OPC W Phasing rev2

PREPARED BY: BLUE STAR LAND

DATE: 07/23/14

PUBLIC ELECTRICAL DUCT BANK

Section	Description	Item	Quantity	Unit	Cost per Unit	Total Cost	Phase
Section A	N/A	Public Electrical Duct Bank	1,030	LF	\$250.00	\$257,500.00	1A
Section C	N/A	Public Electrical Duct Bank	2,130	LF	\$250.00	\$532,500.00	1A
Section D	N/A	Public Electrical Duct Bank	1,290	LF	\$250.00	\$322,500.00	1B
Section F	N/A	Public Electrical Duct Bank	1,480	LF	\$250.00	\$370,000.00	1B
Section G	N/A	Public Electrical Duct Bank	1,670	LF	\$250.00	\$417,500.00	2A
Section I	N/A	Public Electrical Duct Bank	2,020	LF	\$250.00	\$505,000.00	2A
Section J	N/A	Public Electrical Duct Bank	690	LF	\$250.00	\$172,500.00	2A
Section O	N/A	Public Electrical Duct Bank	900	LF	\$250.00	\$225,000.00	2B
Section R	N/A	Public Electrical Duct Bank	990	LF	\$250.00	\$247,500.00	2B
Internal	N/A	Public Electrical Duct Bank	4,630	LF	\$250.00	\$1,157,500.00	4A
From Section J North to First Street							
Internal	N/A	Public Electrical Duct Bank	1,050	LF	\$250.00	\$262,500.00	3B
From Section R West to Railroad							
Internal	N/A	Public Electrical Duct Bank	4,240	LF	\$250.00	\$1,060,000.00	1B
From intersection of Preston and Richland NE along Preston to First Street							

	TIRZ Eligible CIP Items Subtotal=	
	TIRZ Eligible Public Items Subtotal=	\$2,500,000.00
	Developer Items Subtotal=	\$3,030,000.00
TOTAL DUCT BANK LENGTH=	22,120	TOTAL= \$5,530,000.00

**EXHIBIT 2
DESCRIPTION OF PUBLIC IMPROVEMENTS**

**PRELIMINARY
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS**

FOR

The Gates Of Prosper

SITE PLAN: 5/19/14 Site Plan
STATUS: Revised OPC

SECTION: MISCELLANEOUS ITEMS

FILE: 20140723_GOP OPC W Phasing rev2

PREPARED BY: BLUE STAR LAND

DATE: 07/23/14

AMENITIES

Section	Description	Item	Quantity	Unit	Cost per Unit	Total Cost	Phase
	Public and Developer	Parks/Open Space	1	LS	\$5,200,000.00	\$5,200,000.00	ALL
	Public and Developer	Entry Features and Roundabout	1	LS	\$3,275,000.00	\$3,275,000.00	ALL

CIP Items Subtotal \$0.00
Public Items Subtotal \$4,137,500.00
Developer Items Subtotal \$4,337,500.00
Amenities Subtotal \$8,475,000.00

UTILITY RELOCATIONS

Section	Description	Item	Quantity	Unit	Cost per Unit	Total Cost	Phase
	TIRZ Eligible Public Projec	US 380 Overhead to Duct	1	LS	\$2,200,000.00	\$2,200,000.00	2A
	TIRZ Eligible Public Projec	Business 289 Overhead to Duct	1	LS	\$450,000.00	\$450,000.00	3B
	TIRZ Eligible Public Projec	First Street Overhead to Duct	1	LS	\$1,200,000.00	\$1,200,000.00	4A

CIP Items Subtotal
*TIRZ Eligible Public Items Subtotal \$1,925,000.00
*Developer Items Subtotal \$1,925,000.00
SUBTOTAL= \$3,850,000.00

*50% of the Utility relocation costs are TIRZ eligible as per the original Development and Financing Agreement.

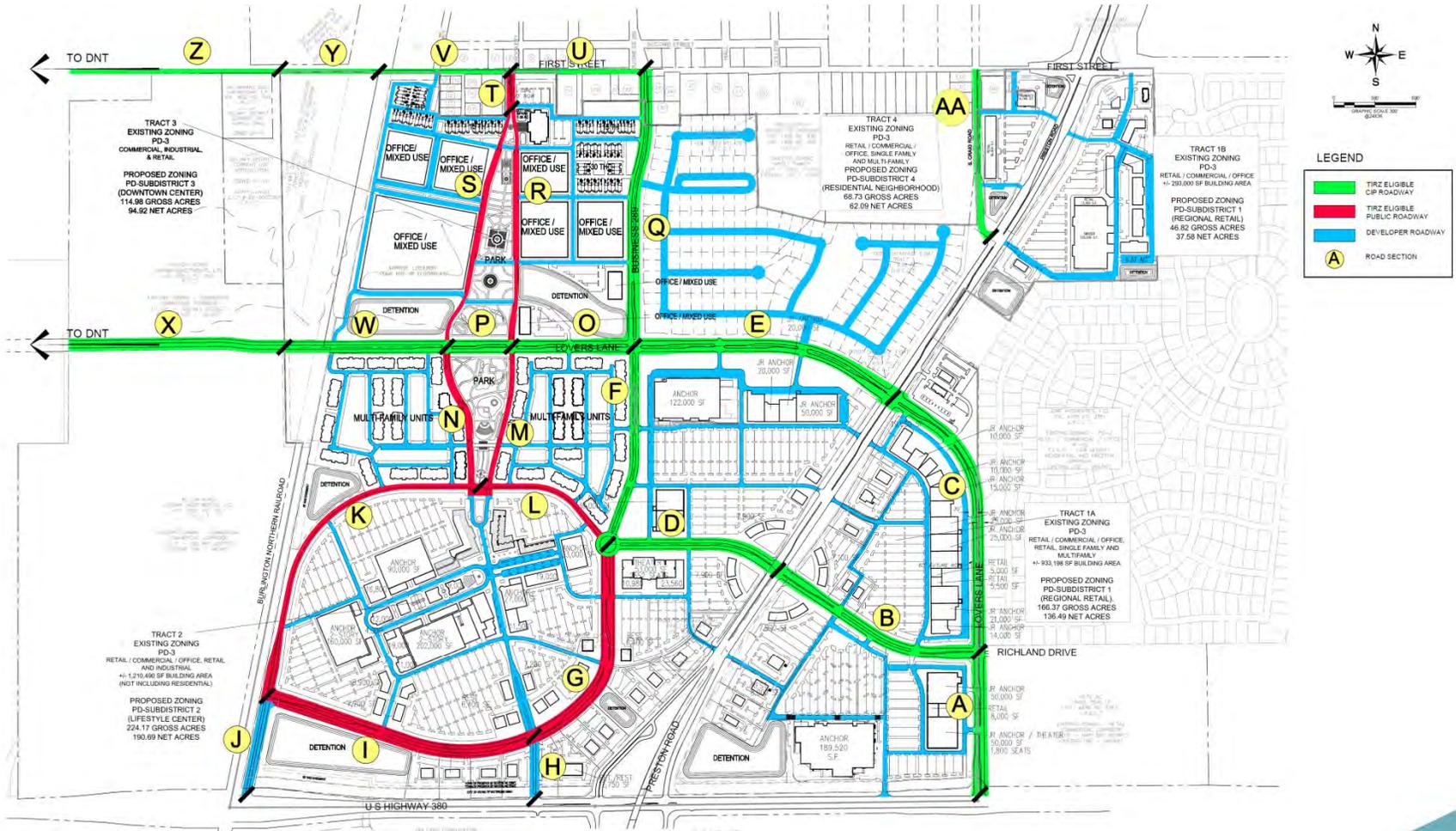
OTHER MISC. ITEMS

Section	Description	Item	Quantity	Unit	Cost per Unit	Total Cost	Phase

CIP Items Subtotal \$0.00
Public Items Subtotal \$0.00
Developer Items Subtotal \$0.00
SUBTOTAL= \$0.00

TOTAL= \$12,325,000.00

EXHIBIT 2 DESCRIPTION OF PUBLIC IMPROVEMENTS



THOROUGHFARE PLAN

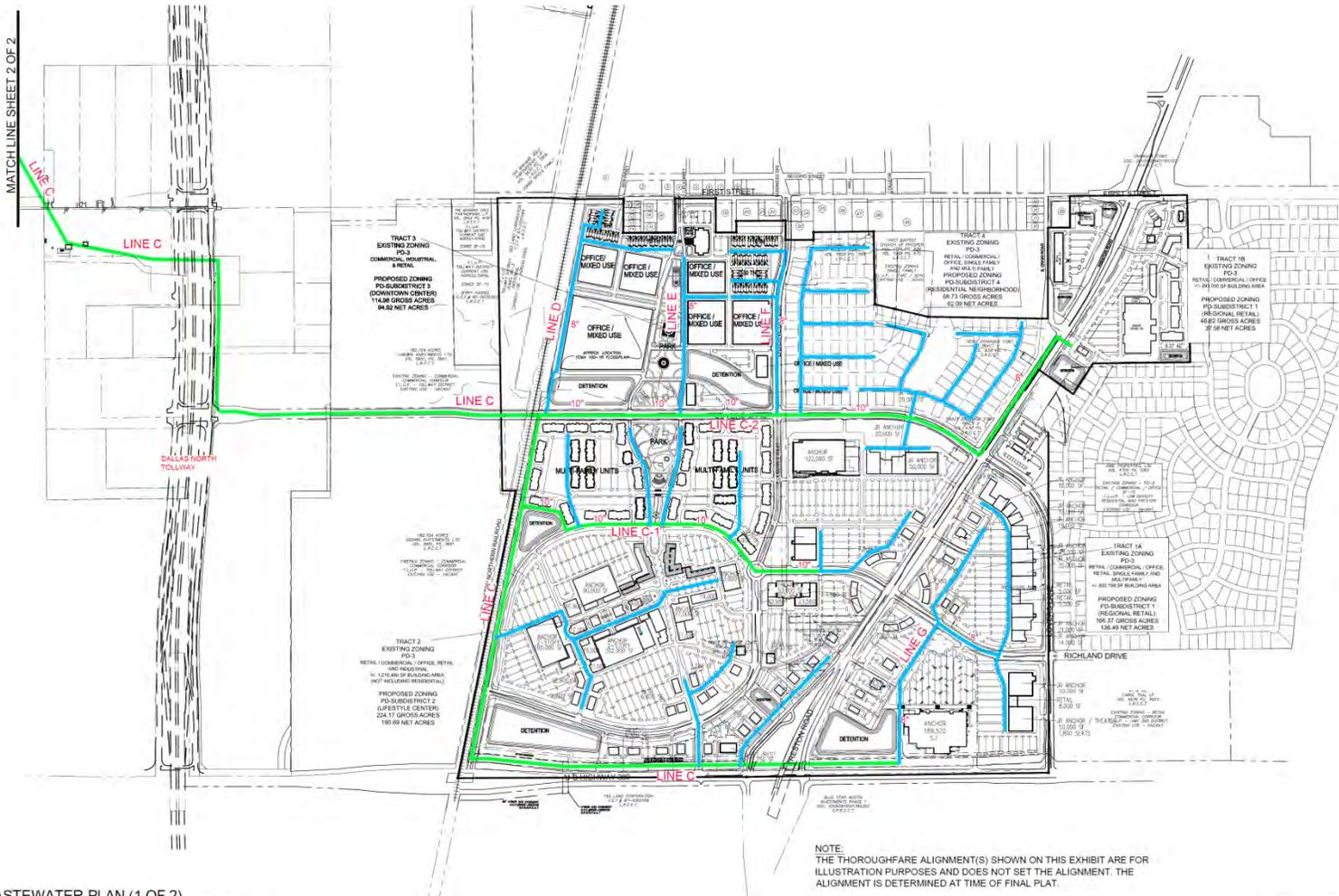
GATES OF PROSPER

PROSPER, TX
MAY 19, 2014

Kimley»Horn

5750 Genesis Court
Suite 200
Frisco, Texas 75034
972-335-3550
State of Texas Registration No. F-928

EXHIBIT 2 DESCRIPTION OF PUBLIC IMPROVEMENTS



NOTE:
THE THOROUGHFARE ALIGNMENT(S) SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.

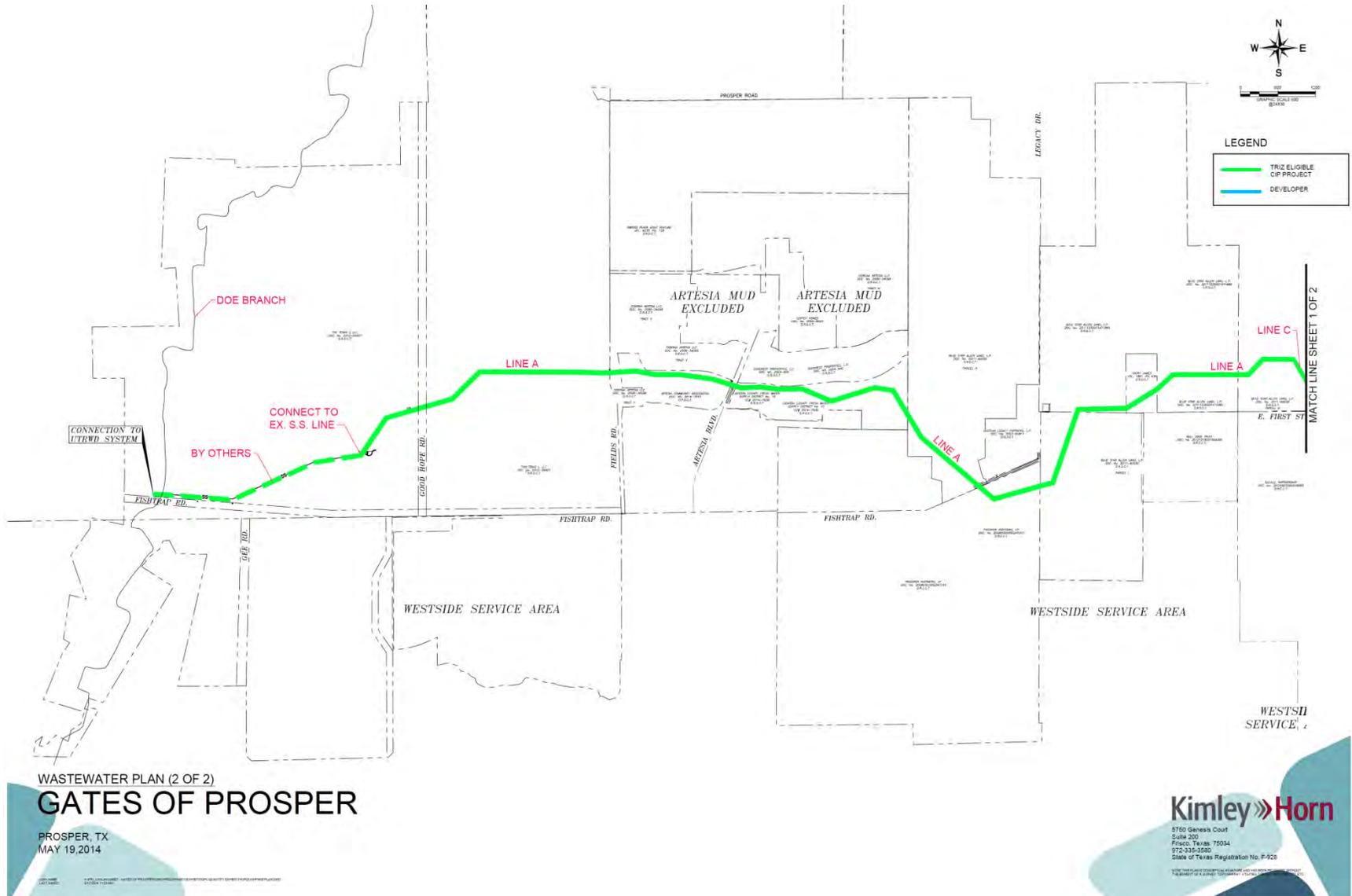
WASTEWATER PLAN (1 OF 2) GATES OF PROSPER

PROSPER, TX
MAY 19, 2014

Kimley»Horn

5750 Gensert Court
Suite 200
Frisco, Texas 75034
972-335-3550
State of Texas Registration No. P-928

EXHIBIT 2 DESCRIPTION OF PUBLIC IMPROVEMENTS



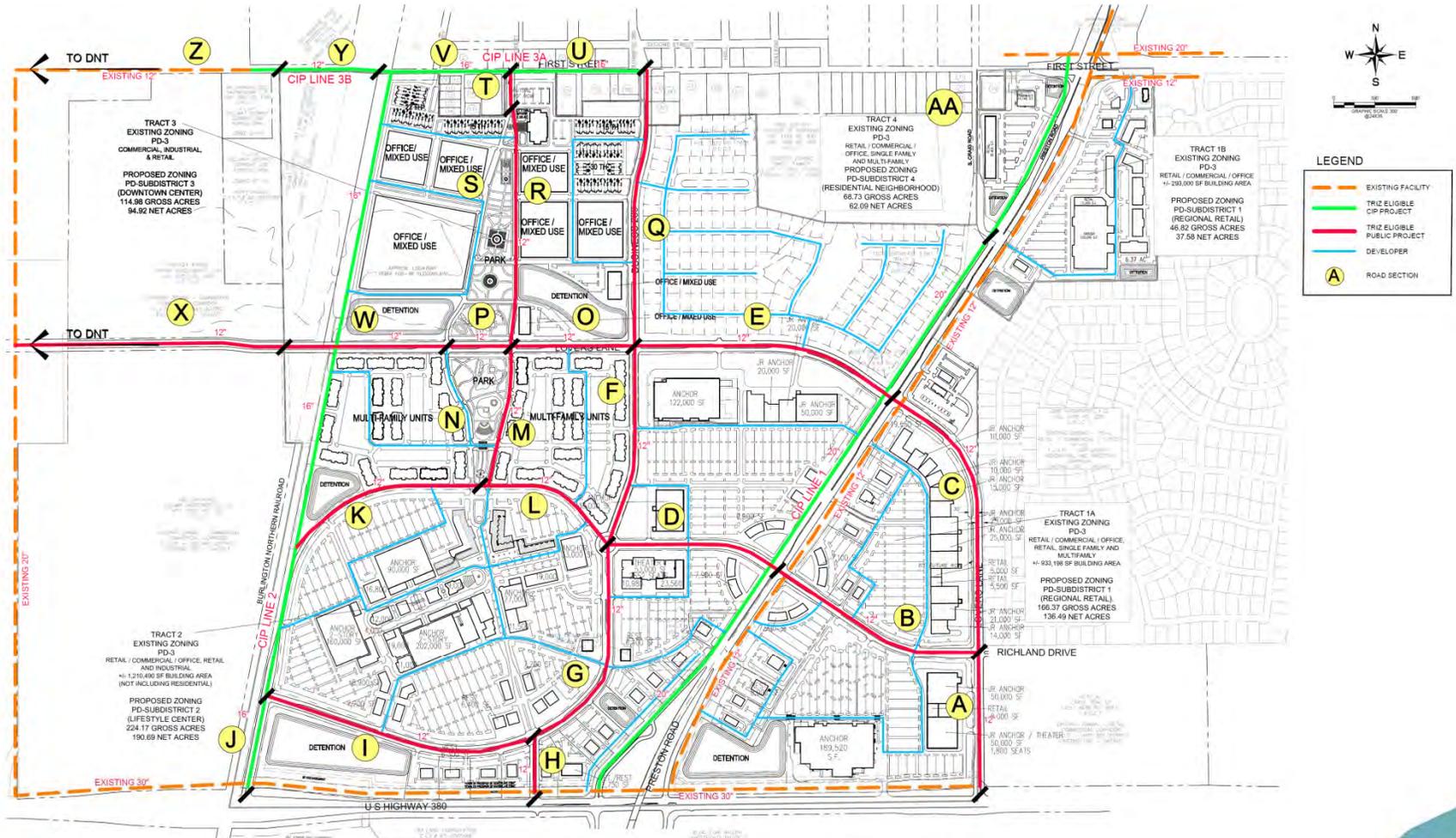
WASTEWATER PLAN (2 OF 2)
GATES OF PROSPER

PROSPER, TX
MAY 19, 2014

Kimley»Horn

5760 Genesis Court
Suite 200
Frisco, Texas 75034
972-335-3580
State of Texas Registration No. P-926

EXHIBIT 2 DESCRIPTION OF PUBLIC IMPROVEMENTS



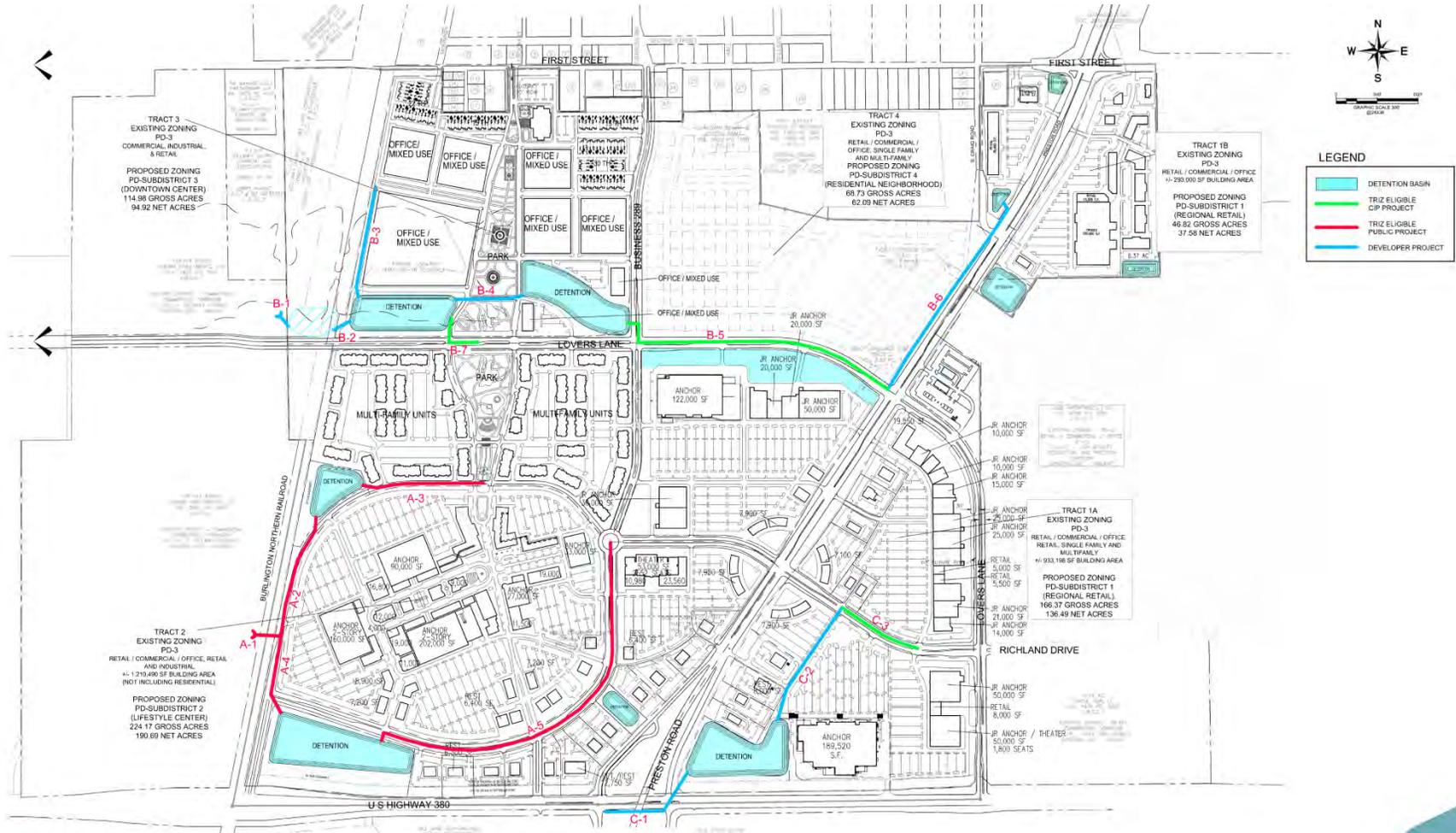
WATER PLAN GATES OF PROSPER

PROSPER, TX
MAY 19, 2014

Kimley»Horn

6750 Genesis Court
Suite 200
Frisco, Texas 75034
972-335-3555
State of Texas Registration No. P-922

EXHIBIT 2 DESCRIPTION OF PUBLIC IMPROVEMENTS



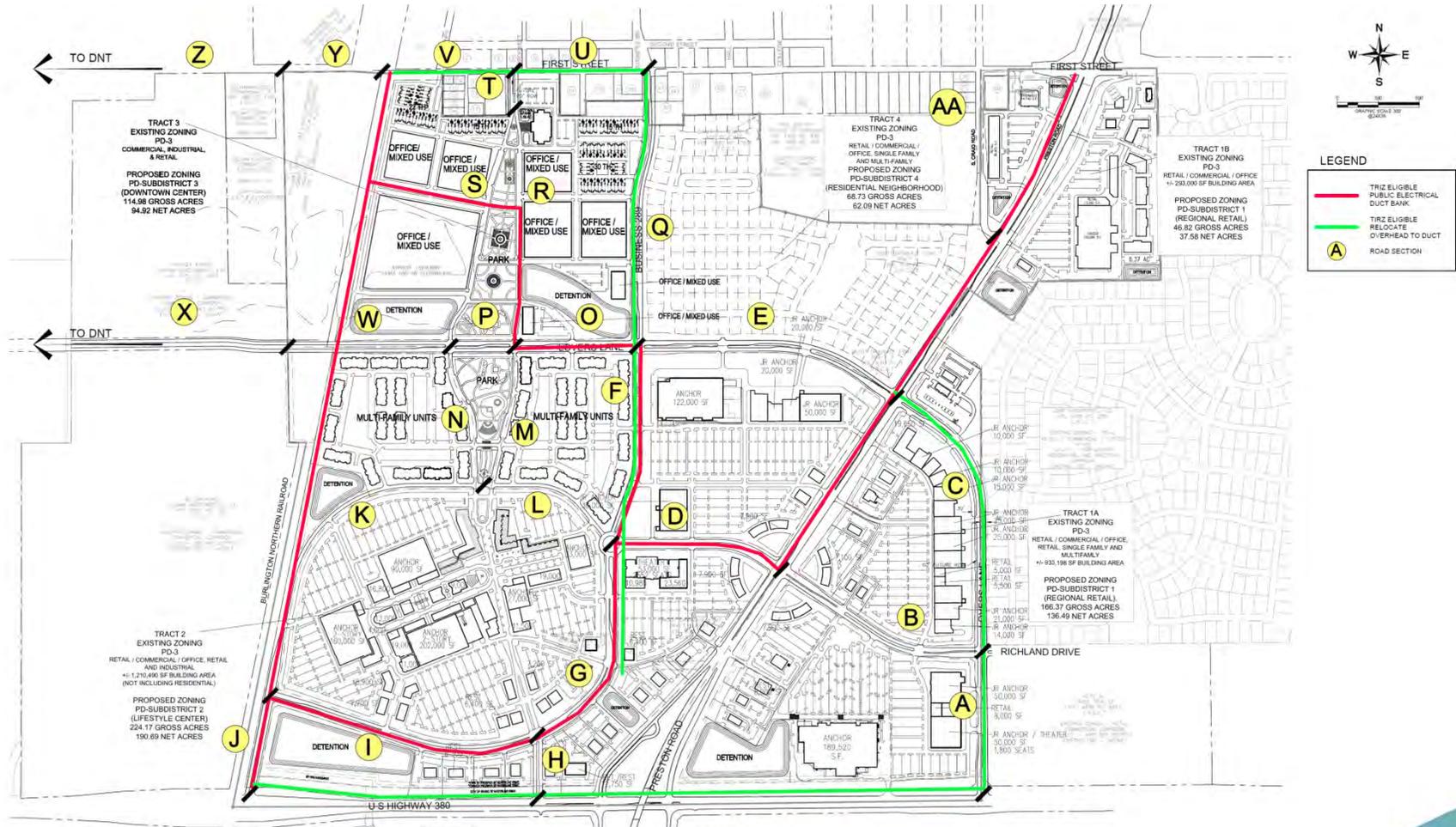
STORM DRAINAGE PLAN GATES OF PROSPER

PROSPER, TX
MAY 19, 2014

Kimley»Horn

5750 Gates Court
Suite 200
Frisco, Texas 75034
972.333.3300
State of Texas Registration No. P-028

EXHIBIT 2 DESCRIPTION OF PUBLIC IMPROVEMENTS



PUBLIC ELECTRIC DUCT BANK PLAN GATES OF PROSPER

PROSPER, TX
MAY 19, 2014

Kimley»Horn

6760 Genesis Court
Suite 200
Frisco, Texas 75034
972-335-3680
State of Texas Registration No. P-926

EXHIBIT 2 DESCRIPTION OF PUBLIC IMPROVEMENTS



MISCELLANEOUS IMPROVEMENTS GATES OF PROSPER

PROSPER, TX
MAY 19, 2014

Kimley»Horn

6750 Genesis Court
Suite 200
Frisco, Texas 75034
972-335-3680
State of Texas Registration No. P-928

EXHIBIT 3 IMPACT FEE ADDITIONAL TERRITORY

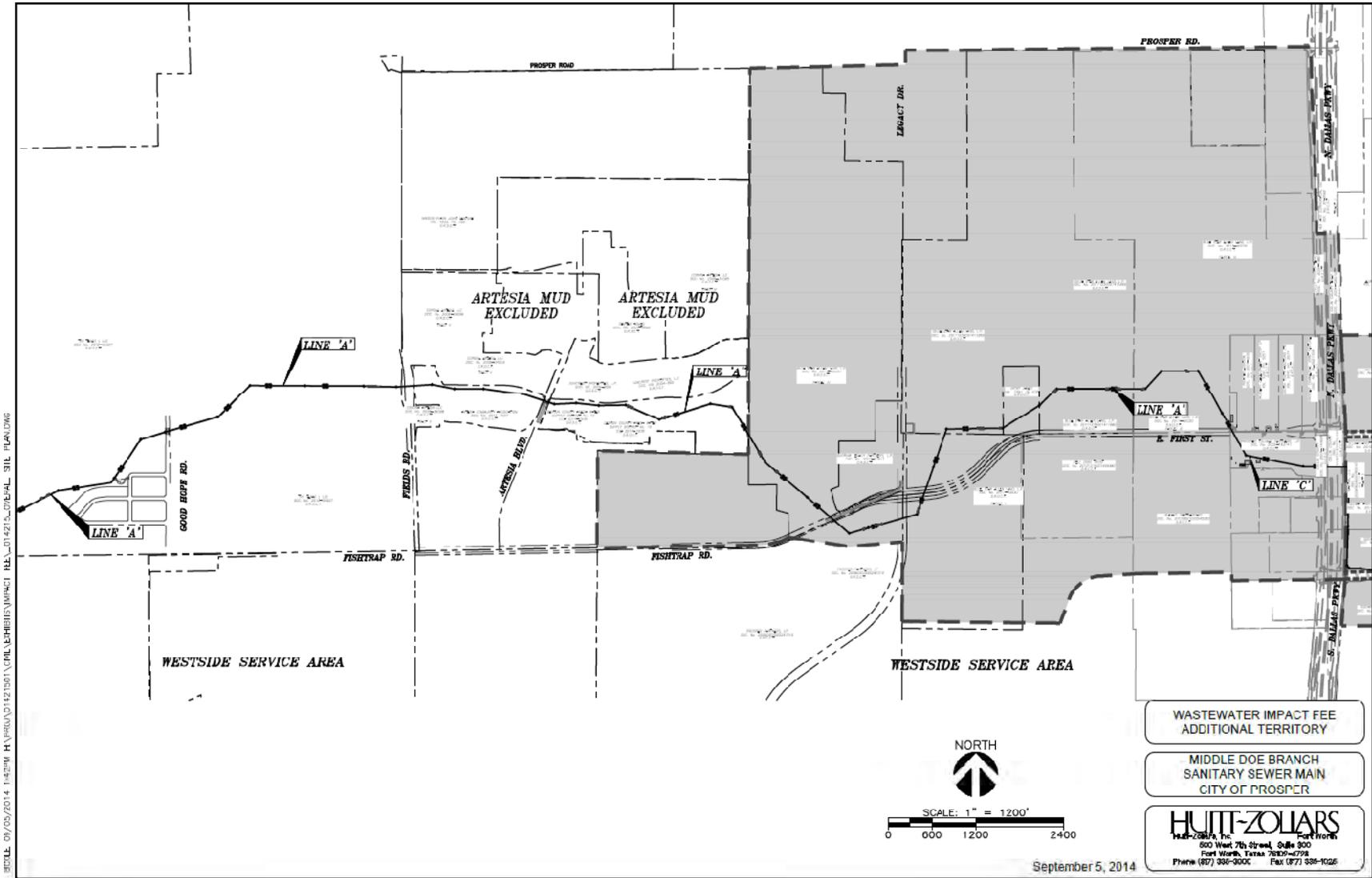
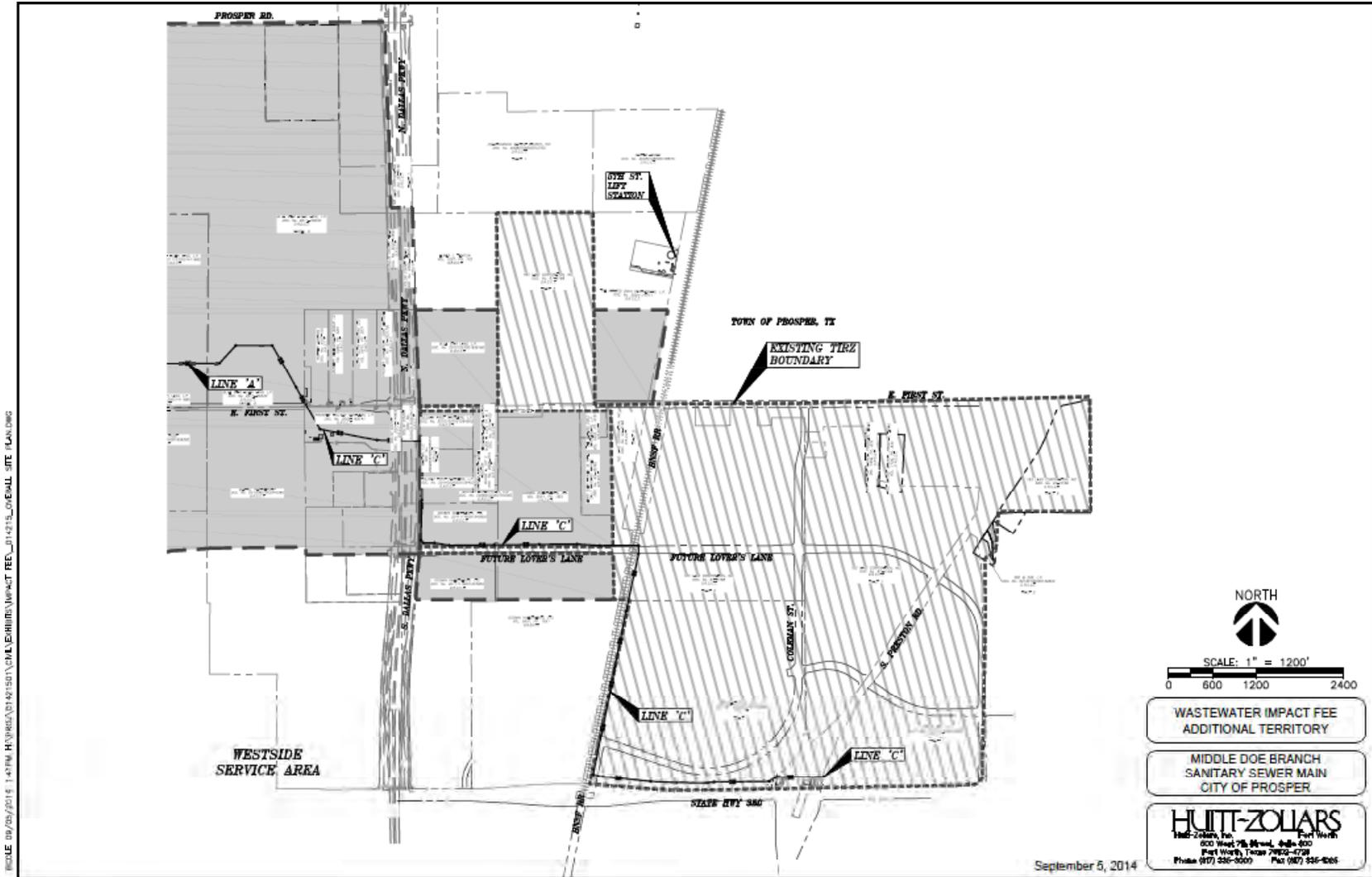


EXHIBIT 3 IMPACT FEE ADDITIONAL TERRITORY



SCALE: 09/29/2014 1:47PM H:\WORK\21421501\CONTRACT\IMPACT FEE\214215_01\CALL SITE PLAN.DWG

EXHIBIT 4
TIRZ BOUNDARY ADJUSTMENT AREA

LEGAL DESCRIPTION
TRACT TWO
40.69 ACRES

BEING a tract of land out of the Collin County School Land Survey No. 12, Abstract 147, in the Town of Prosper, Collin County, Texas, being all of the 29.66 acre tract of land described in deed to Blue Star Land, L.P. recorded in Volume 4421, Page 1264 of the Land Records of Collin County, Texas, being part of Preston Road and being more particularly described as follows:

BEGINNING at a point for the intersection of the approximate future north right-of-way line of said First Street and the west right-of-way line of Preston Road (variable width ROW);

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

North 78°44'13" East, a distance of 51.59 feet to a point for corner;
 North 49°48'13" East, a distance of 87.51 feet to a point for corner;
 North 20°51'13" East, a distance of 200.00 feet to a point for corner;
 North 15°08'13" East, a distance of 100.50 feet to a point for corner;
 North 20°51'13" East, a distance of 375.53 feet to a point for corner;
 North 20°51'13" East, a distance of 24.49 feet to a point for corner;
 North 26°34'13" East, a distance of 100.50 feet to a point for corner;
 North 25°37'13" East, a distance of 301.04 feet to a point for corner;
 North 12°19'13" East, a distance of 181.97 feet to a point for corner;
 North 12°19'13" East, a distance of 20.27 feet to a point for corner;
 North 20°51'13" East, a distance of 400.00 feet to a point for corner;
 North 27°30'13" East, a distance of 302.04 feet to a point for corner;
 North 17°59'13" East, a distance of 200.25 feet to a point for corner;
 North 19°44'13" East, a distance of 511.96 feet to a point for corner;

THENCE leaving said west right-of-way line and with the north line of said 29.66 acre tract, North 89°00'11" East, a distance of 880.40 feet to a point for the northeast corner of said 29.66 acre tract;

THENCE with the east line of said 29.66 acre tract, the following courses and distances to wit:

South 01°05'49" East, a distance of 669.00 feet to a point for corner;
 South 00°46'20" East, a distance of 662.11 feet to a point for the southeast corner of said 29.66 acre tract;

THENCE with the south line of said 29.66 acre tract, South 89°14'07" West, a distance of 1216.84 feet to a point for corner in the east right-of-way line of said Preston Road;

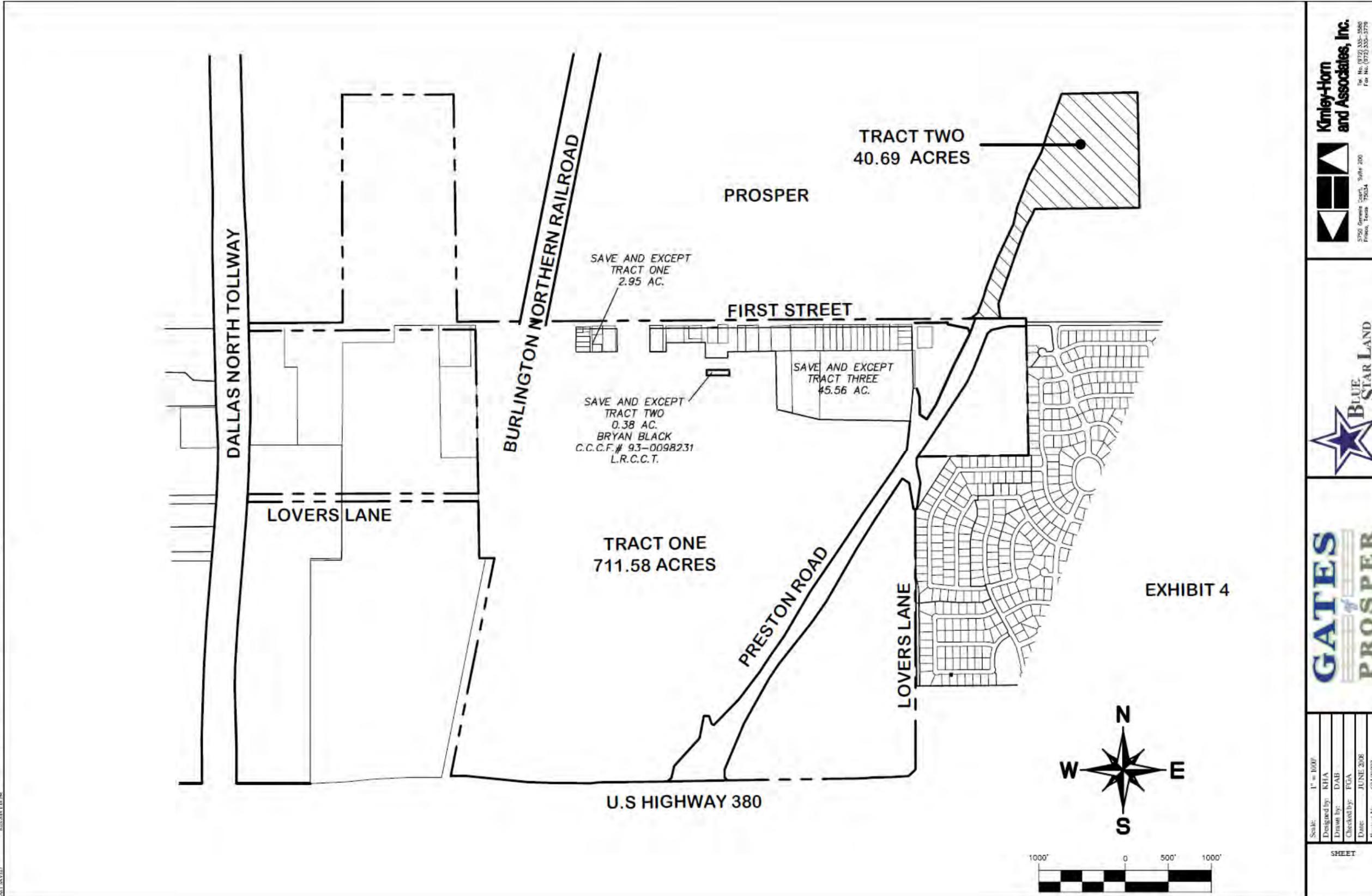
EXHIBIT 4
TIRZ BOUNDARY ADJUSTMENT AREA

THENCE with said east right-of-way line, the following courses and distances to wit:
South 20°51'13" West, a distance of 55.26 feet to a point for corner;
South 27°58'43" West, a distance of 201.56 feet to a point for corner;
South 19°53'55" West, a distance of 300.04 feet to a point for corner;
South 19°08'07" West, a distance of 615.76 feet to a point for corner;
South 07°26'39" East, a distance of 170.98 feet to a point for corner in the approximate future north right-of-way line of said First Street;

THENCE with the approximate future north right-of-way line of said First Street, South 89°38'42" West, a distance of 381.40 feet to the **POINT OF BEGINNING** and containing 40.69 acres of land.

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

**EXHIBIT 4
TIRZ BOUNDARY ADJUSTMENT AREA**



2/20/08 10:58 AM
 C:\Users\jw\Documents\Projects\Prosper\Prosper_TIRZ_Boundary_Adjustment_Area\Prosper_TIRZ_Boundary_Adjustment_Area.dwg
 2/20/08 10:58 AM
 2/20/08 10:58 AM


**Kimley-Horn
and Associates, Inc.**
 The No. 1 (ENR) 2008
 5750 Geneva Road, Suite 200
 Frisco, Texas 75034
 Tel. No. (972) 352-3580
 Fax No. (972) 352-3779


**Blue
STAR
LAND**


**GATES
of
PROSPER**

Scale:	1" = 100'
Designed by:	KHA
Drawn by:	DAB
Checked by:	FGA
Date:	JUNE 2008
Project No.:	6810402

SHEET

Forecast of Local Tax Revenue Generated by Prosper TIRZ 1

Prepared for the Town of Prosper, Texas



September 18, 2014 Draft

Neither this report nor its conclusions may be referred to or included in any product or part of any offering made in connection with private syndication of equity, sales of bonds, sales of securities or sale of participation interests to the public without express written consent of Stein Planning, LLC.

Schedule 1: Historic Values of Real Property Accounts in TIRZ 1

Notes:

Land areas and appraisals are from the Collin Central Appraisal District.
Taxable values reflect agricultural values, if applicable.

Yellow accounts appear outside TIRZ 1 according to Exhibit A (map) of the 2008 plan. Resolution by the metes and bounds description, a change to Exhibit A or amendment of the TIRZ 1 boundary may be warranted.

Orange accounts appear outside TIRZ 1 according to Exhibit A (map) of the 2008 plan. Resolution is warranted. The 2014 area of these accounts is greater than the inactive account they allegedly replaced.

(a) Collin CAD Account	(b) Owner of Record	(f) 2008 Values							(m) 2014 Values						
		(c) Land Area		(e) Collin Central Appraisal District Market Appraisal			(h) Land Per SF	(i) Taxable	(k) Land Area		(n) Collin Central Appraisal District Market Appraisal			(o) Land Per SF	(p) Taxable
		(d) Acres	(d) SF	(e) Land	(e) Improvements	(e) Total			(j) Acres	(j) SF	(l) Land	(l) Improvements	(l) Total		
965879	289 Preston & 380 LP and Cowboys C	152.0834	6,624,753	\$17,621,843	\$300	\$17,622,143	\$2.66	\$24,785	152.0834	6,624,753	\$16,561,882	\$0	\$16,561,882	\$2.50	\$27,223
967635	183 Land Corporation	79.2210	3,450,867	\$5,176,300	\$0	\$5,176,300	\$1.50	\$12,755	79.2210	3,450,867	\$5,545,470	\$0	\$5,545,470	\$1.61	\$14,181
967840	289 Preston & 380 LP and Cowboys C	5.0512	220,030	\$585,280	\$0	\$585,280	\$2.66	\$813	5.0512	220,030	\$550,075	\$0	\$550,075	\$2.50	\$904
968947	183 Land Corporation	2.0000	87,120	\$174,240	\$0	\$174,240	\$2.00	\$322	2.0000	87,120	\$217,800	\$0	\$217,800	\$2.50	\$358
968956	183 Land Corporation	131.1900	5,714,636	\$11,429,273	\$0	\$11,429,273	\$2.00	\$21,122	131.1900	5,714,636	\$14,286,590	\$0	\$14,286,590	\$2.50	\$23,483
968965	183 Land Corporation	3.2700	142,441	\$284,882	\$0	\$284,882	\$2.00	\$526	3.2700	142,441	\$356,103	\$0	\$356,103	\$2.50	\$585
968974	183 Land Corporation	2.6800	116,741	\$233,482	\$0	\$233,482	\$2.00	\$431	2.6800	116,741	\$233,482	\$0	\$233,482	\$2.00	\$480
968983	183 Land Corporation	1.4800	64,469	\$128,938	\$0	\$128,938	\$2.00	\$238	1.4800	64,469	\$128,938	\$0	\$128,938	\$2.00	\$265
968992	183 Land Corporation	1.2820	55,844	\$111,688	\$0	\$111,688	\$2.00	\$206	1.2820	55,844	\$111,688	\$0	\$111,688	\$2.00	\$229
969036	183 Land Corporation	0.5200	22,651	\$45,302	\$0	\$45,302	\$2.00	\$84	0.5200	22,651	\$45,302	\$0	\$45,302	\$2.00	\$93
969045	Omohundro Shrader	1.2500	54,450	\$217,800	\$36,553	\$254,353	\$4.00	\$254,353	1.2500	54,450	\$217,800	\$31,607	\$249,407	\$4.00	\$118,861
969081	183 Land Corporation	2.5400	110,642	\$221,285	\$0	\$221,285	\$2.00	\$409	inactive account						
969107	Blue Star Land LP	0.4910	21,388	\$106,940	\$31,254	\$138,194	\$5.00	\$4,455	0.4910	21,388	\$53,470	\$2,688	\$56,158	\$2.50	\$56,158
969250	183 Land Corporation	74.9610	3,265,301	\$6,530,602	\$0	\$6,530,602	\$2.00	\$12,069	inactive account						
969269	Blue Star Land LP	0.2500	10,890	\$54,450	\$71,693	\$126,143	\$5.00	\$126,143	0.2500	10,890	\$27,225	\$6,078	\$33,303	\$2.50	\$33,303
969278	Blue Star Land LP	0.1940	8,451	\$42,255	\$1,319	\$43,574	\$5.00	\$4,455	0.1940	8,451	\$21,128	\$98	\$21,226	\$2.50	\$21,226
969296	Burlington Northern Santa Fe RR	21.0000	914,760	\$0	\$0	\$0	\$0.00	\$0	21.0000	914,760	\$0	\$0	\$0	\$0.00	\$0
972709	183 Land Corporation	27.6720	1,205,392	\$2,410,785	\$0	\$2,410,785	\$2.00	\$4,455	27.6720	1,205,392	\$3,013,480	\$0	\$3,013,480	\$2.50	\$4,953
972718	183 Land Corporation	9.3780	408,506	\$2,042,528	\$0	\$2,042,528	\$5.00	\$1,510	inactive account						
974912	183 Land Corporation	72.3120	3,149,911	\$6,299,821	\$0	\$6,299,821	\$2.00	\$11,642	inactive account						
974930	183 Land Corporation	74.0000	3,223,440	\$6,446,880	\$1,916	\$6,448,796	\$2.00	\$11,360	inactive account						
2120520	Blue Star Land LP	29.6640	1,292,164	\$3,876,492	\$220,720	\$4,097,212	\$3.00	\$4,097,212	29.6113	1,289,868	\$3,224,671	\$200,730	\$3,425,401	\$2.50	\$421,402
2657870	Jobe Properties Ltd	new account, replaced part of 969081							1.6580	72,222	\$54,167	\$0	\$54,167	\$0.75	\$54,167
2657871	183 Land Corporation	new account, replaced part of 969081							0.0220	958	\$1,917	\$0	\$1,917	\$2.00	\$4
2657877	183 Land Corporation	new account, replaced part of 969081							1.6360	71,264	\$178,160	\$0	\$178,160	\$2.50	\$178,160
2671080	183 Land Corporation	new account, replaced 972718 after transfer to TX DOT R-O-W							7.7776	338,792	\$1,185,773	\$0	\$1,185,773	\$3.50	\$1,392
2688543	380 289 LP	new account, replaced property owned by 183 Land							2.7095	118,026	\$295,065	\$0	\$295,065	\$2.50	\$247
2688556	380 289 LP	new account, replaced property owned by 183 Land							96.1747	4,189,370	\$10,473,425	\$0.00	\$10,473,425	\$2.50	\$17,216
2688557	380 289 LP	new account, replaced property owned by 183 Land							73.4364	3,198,890	\$7,997,223	\$0.00	\$7,997,223	\$2.50	\$10,722
2688561	380 289 LP	new account, replaced property owned by 183 Land							50.4360	2,196,992	\$5,491,957	\$0	\$5,491,957	\$2.50	\$10,940
Subtotal of accounts existing in 2008		692.4896	30,164,847	\$64,041,066	\$363,755	\$64,404,821	\$2.12	\$4,589,345	693.0961	30,191,266	\$70,272,791	\$241,201	\$70,513,992	\$2.33	\$996,552

Schedule 2: Annual Development Plan and Forecast Appraisals for TIFRZ 1, in 2014 Dollars

Notes:

Uses, floor areas, dwelling counts and timing are proposed by developer.

Taxable appraisals per square foot of gross floor area are estimates by Stein Planning, LLC, based on appraisals of comparable developments for tax purposes.

Appraisals include improvements and land. Cost, sale value and appraisal for tax purposes are not necessarily the same.

This schedule and related forecasts of tax production and revenue for various public funds are not an evaluation of market demand to absorb the scheduled development.

(a) Completions in Year Ended Dec. 31,	(b) Added To Roll as of Jan. 1,	(c)	(d) through (j) Square Feet of Gross Floor Area Added by Year							(k) Cumulative Total	
			Retail	Restaurant	Fuel	Office	Cinema	Multi-family Residential	Total		
2016	2017		205,240	0	0	0	0	0	0	205,240	205,240
2017	2018		205,240	17,500	2,498	0	0	0	0	225,238	430,478
2018	2019		205,240	17,500	2,499	0	0	0	0	225,239	655,717
2019	2020		164,300	7,000	0	0	53,000	300,000	0	524,300	1,180,017
2020	2021		164,300	7,000	0	0	0	0	0	171,300	1,351,317
2021	2022		241,800	30,633	0	0	0	300,000	0	572,433	1,923,750
2022	2023		241,800	30,634	0	195,000	0	0	0	467,434	2,391,184
2023	2024		241,800	30,633	0	0	0	0	225,000	497,433	2,888,617
Total			1,669,720	140,900	4,997	195,000	53,000	825,000		2,888,617	

Completions in Year Ended Dec. 31,	Added To Roll as of Jan. 1,	Property Tax Received by TIF Fund by May 1,	Taxable Appraised Value of Land and Improvements Added by Year, in 2014 Dollars						Total	Cumulative Total	
			Retail @	Restaurant @	Fuel @	Office @	Cinema @	Multi-family Residential @			
			\$150	\$250	\$250	\$150	\$175	\$95			
2016	2017	2018	\$30,786,000	\$0	\$0	\$0	\$0	\$0	\$30,786,000	\$30,786,000	
2017	2018	2019	\$30,786,000	\$4,375,000	\$624,500	\$0	\$0	\$0	\$35,785,500	\$66,571,500	
2018	2019	2020	\$30,786,000	\$4,375,000	\$624,750	\$0	\$0	\$0	\$35,785,750	\$102,357,250	
2019	2020	2021	\$24,645,000	\$1,750,000	\$0	\$0	\$9,275,000	\$28,500,000	\$64,170,000	\$166,527,250	
2020	2021	2022	\$24,645,000	\$1,750,000	\$0	\$0	\$0	\$0	\$26,395,000	\$192,922,250	
2021	2022	2023	\$36,270,000	\$7,658,250	\$0	\$0	\$0	\$28,500,000	\$72,428,250	\$265,350,500	
2022	2023	2024	\$36,270,000	\$7,658,500	\$0	\$29,250,000	\$0	\$0	\$73,178,500	\$338,529,000	
2023	2024	2025	\$36,270,000	\$7,658,250	\$0	\$0	\$0	\$21,375,000	\$65,303,250	\$403,832,250	
Total			\$250,458,000	\$35,225,000	\$1,249,250	\$29,250,000	\$9,275,000	\$78,375,000		\$403,832,250	

Completions in Year Ended Dec. 31,	Added To Roll as of Jan. 1,	Property Tax Received by TIF Fund by May 1,	Taxable Appraised Value of Business Personal Property Added by Year, in 2014 Dollars						Total	Cumulative Total	
			Retail @	Restaurant @	Fuel @	Office @	Cinema @	Multi-family Residential @			
			\$35	\$35	\$35	\$20	\$40	\$0			
2016	2017	2018	\$7,183,400	\$0	\$0	\$0	\$0	\$0	\$7,183,400	\$7,183,400	
2017	2018	2019	\$7,183,400	\$612,500	\$87,430	\$0	\$0	\$0	\$7,883,330	\$15,066,730	
2018	2019	2020	\$7,183,400	\$612,500	\$87,465	\$0	\$0	\$0	\$7,883,365	\$22,950,095	
2019	2020	2021	\$5,750,500	\$245,000	\$0	\$0	\$2,120,000	\$0	\$8,115,500	\$31,065,595	
2020	2021	2022	\$5,750,500	\$245,000	\$0	\$0	\$0	\$0	\$5,995,500	\$37,061,095	
2021	2022	2023	\$8,463,000	\$1,072,155	\$0	\$0	\$0	\$0	\$9,535,155	\$46,596,250	
2022	2023	2024	\$8,463,000	\$1,072,190	\$0	\$3,900,000	\$0	\$0	\$13,435,190	\$60,031,440	
2023	2024	2025	\$8,463,000	\$1,072,155	\$0	\$0	\$0	\$0	\$9,535,155	\$69,566,595	
Total			\$58,440,200	\$4,931,500	\$174,895	\$3,900,000	\$2,120,000	\$0		\$69,566,595	

Approximate "nonproject costs" (cost of land and improvements not reimbursed by TIF), in 2014 dollars, by developer's estimate:

\$386,000,000	\$50,000,000	\$41,000,000	\$14,000,000	\$98,000,000	\$589,000,000
---------------	--------------	--------------	--------------	--------------	---------------

Update these.

Schedule 3: Forecast of Annual Property Appraisals and Town Property Taxes, TIRZ 1

Notes:

Forecasts of taxable values added come from a separate schedule, expressed in 2014 dollars. Values are adjusted for inflation in this schedule. Percentages of total 2014 land value reclassified from agricultural use to non-agricultural use are from the developer. These are estimates. To avoid double-counting land value, portions of the difference between the total Collin CAD 2014 "market" appraisal and taxable value (plus annual inflation of value) are deducted from values for years 8 through 15 (2016 through 2023). Tax rates are assumed constant. Actual rates will be set annually. Estimated "rollback" real property taxes due upon conversion of agricultural use to non-agricultural use are imputed from another schedule.

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)
TIRZ Year	Appraised Value for Jan. 1,	Property Tax Deposited to TIF Fund by May 1,	Real Property						Business Personal Property				Sum for Property		
			Appraisal Before Vertical Improvements Added This Year; If Post-completion Appraisals Rise	% of 2014 Value Reclassified From Agricultural	Development and Reclassified Land Value This Year, After 2014 @ 2.00%	Less Related Land Appraisal and Inflation Before Development	Net Taxable Real Property Appraisal	Town Annual Real Property Tax, If \$0.52 per \$100	Real Property Tax Rollback	Appraisal Without Property in Structures Completed This Year; If Post-completion Appraisals Rise	Plus Changes Due to Year's Improvements, With Inflation After 2014 @ 2.00%	Business Personal Property Appraisal	Town BPP Tax @ \$0.52 per \$100	Town Property Tax	Cumulative Town Property Tax From 2014 Forward
Base	2008	2009						\$4,589,345	\$23,865	\$0			\$0	\$0	\$23,865
1	2009	2010													
2	2010	2011													
3	2011	2012													
4	2012	2013													
5	2013	2014													
6	2014	2015		0.00%	\$0			\$996,552	\$5,182	\$0			\$0	\$0	\$5,182
7	2015	2016	\$1,006,518	7.11%	\$5,041,544	\$0	\$6,048,061	\$31,450	\$46,090	\$0	\$0	\$0	\$0	\$77,540	\$82,722
8	2016	2017	\$6,108,542	7.80%	\$37,671,178	\$5,513,741	\$38,265,979	\$198,983	\$47,012	\$0	\$7,473,609	\$7,473,609	\$38,863	\$284,858	\$367,580
9	2017	2018	\$38,648,639	7.80%	\$43,730,111	\$6,537,330	\$75,841,420	\$394,375	\$47,952	\$7,623,082	\$8,365,853	\$15,988,934	\$83,142	\$525,470	\$893,050
10	2018	2019	\$76,599,834	18.15%	\$52,393,143	\$6,668,123	\$122,324,854	\$636,089	\$48,911	\$16,308,713	\$8,533,208	\$24,841,921	\$129,178	\$814,178	\$1,707,228
11	2019	2020	\$123,548,103	5.93%	\$75,400,310	\$12,196,232	\$186,752,182	\$971,111	\$49,889	\$25,338,759	\$8,960,168	\$34,298,927	\$178,354	\$1,199,355	\$2,906,583
12	2020	2021	\$188,619,703	19.82%	\$45,241,724	\$5,117,001	\$228,744,427	\$1,189,471	\$50,887	\$34,984,906	\$6,751,907	\$41,736,812	\$217,031	\$1,457,930	\$4,363,973
13	2021	2022	\$231,031,871	16.18%	\$96,117,619	\$14,321,944	\$312,827,547	\$1,626,703	\$51,905	\$42,571,549	\$10,952,896	\$53,524,445	\$278,327	\$1,956,935	\$6,320,908
14	2022	2023	\$315,955,822	17.21%	\$99,757,952	\$14,759,704	\$400,954,070	\$2,084,961	\$52,943	\$54,594,933	\$15,741,466	\$70,336,400	\$365,749	\$2,503,653	\$8,824,562
15	2023	2024	\$404,963,611	0.00%	\$78,043,429	\$13,434,735	\$469,572,304	\$2,441,776	\$0	\$71,743,128	\$11,395,393	\$83,138,521	\$432,320	\$2,874,096	\$11,698,658
16	2024	2025	\$474,268,027	0.00%	\$0	\$0	\$474,268,027	\$2,466,194	\$0	\$84,801,291	\$0	\$84,801,291	\$440,967	\$2,907,160	\$14,605,818
17	2025	2026	\$479,010,708	0.00%	\$0	\$0	\$479,010,708	\$2,490,856	\$0	\$86,497,317	\$0	\$86,497,317	\$449,786	\$2,940,642	\$17,546,460
18	2026	2027	\$483,800,815	0.00%	\$0	\$0	\$483,800,815	\$2,515,764	\$0	\$88,227,263	\$0	\$88,227,263	\$458,782	\$2,974,546	\$20,521,006
19	2027	2028	\$488,638,823	0.00%	\$0	\$0	\$488,638,823	\$2,540,922	\$0	\$89,991,809	\$0	\$89,991,809	\$467,957	\$3,008,879	\$23,529,885
20	2028	2029	\$493,525,211	0.00%	\$0	\$0	\$493,525,211	\$2,566,331	\$0	\$91,791,645	\$0	\$91,791,645	\$477,317	\$3,043,648	\$26,573,533
21	2029	2030	\$498,460,463	0.00%	\$0	\$0	\$498,460,463	\$2,591,994	\$0	\$93,627,478	\$0	\$93,627,478	\$486,863	\$3,078,857	\$29,652,390
22	2030	2031	\$503,445,068	0.00%	\$0	\$0	\$503,445,068	\$2,617,914	\$0	\$95,500,027	\$0	\$95,500,027	\$496,600	\$3,114,514	\$32,766,905
23	2031	2032	\$508,479,519	0.00%	\$0	\$0	\$508,479,519	\$2,644,093	\$0	\$97,410,028	\$0	\$97,410,028	\$506,532	\$3,150,626	\$35,917,530
24	2032	2033	\$513,564,314	0.00%	\$0	\$0	\$513,564,314	\$2,670,534	\$0	\$99,358,228	\$0	\$99,358,228	\$516,663	\$3,187,197	\$39,104,728
25	2033	2034	\$518,699,957	0.00%	\$0	\$0	\$518,699,957	\$2,697,240	\$0	\$101,345,393	\$0	\$101,345,393	\$526,996	\$3,224,236	\$42,328,963
26	2034	2035	\$523,886,957	0.00%	\$0	\$0	\$523,886,957	\$2,724,212	\$0	\$103,372,301	\$0	\$103,372,301	\$537,536	\$3,261,748	\$45,590,712
27	2035	2036	\$529,125,826	0.00%	\$0	\$0	\$529,125,826	\$2,751,454	\$0	\$105,439,747	\$0	\$105,439,747	\$548,287	\$3,299,741	\$48,890,453
28	2036	2037	\$534,417,084	0.00%	\$0	\$0	\$534,417,084	\$2,778,969	\$0	\$107,548,542	\$0	\$107,548,542	\$559,252	\$3,338,221	\$52,228,674
29	2037	2038	\$539,761,255	0.00%	\$0	\$0	\$539,761,255	\$2,806,759	\$0	\$109,699,512	\$0	\$109,699,512	\$570,437	\$3,377,196	\$55,605,870
30	2038	2039	\$545,158,868	0.00%	\$0	\$0	\$545,158,868	\$2,834,826	\$0	\$111,893,503	\$0	\$111,893,503	\$581,846	\$3,416,672	\$59,022,542
31	2039	2040	\$550,610,456	0.00%	\$0	\$0	\$550,610,456	\$2,863,174	\$0	\$114,131,373	\$0	\$114,131,373	\$593,483	\$3,456,658	\$62,479,200
32	2040	2041	\$556,116,561	0.00%	\$0	\$0	\$556,116,561	\$2,891,806	\$0	\$116,414,000	\$0	\$116,414,000	\$605,353	\$3,497,159	\$65,976,359
33	2041	2042	\$561,677,727	0.00%	\$0	\$0	\$561,677,727	\$2,920,724	\$0	\$118,742,280	\$0	\$118,742,280	\$617,460	\$3,538,184	\$69,514,543
34	2042	2043	\$567,294,504	0.00%	\$0	\$0	\$567,294,504	\$2,949,931	\$0	\$121,117,126	\$0	\$121,117,126	\$629,809	\$3,579,740	\$73,094,283
35	2043	2044	\$572,967,449	0.00%	\$0	\$0	\$572,967,449	\$2,979,431	\$0	\$123,539,468	\$0	\$123,539,468	\$642,405	\$3,621,836	\$76,716,119
36	2044	2045	\$578,697,123	0.00%	\$0	\$0	\$578,697,123	\$3,009,225	\$0	\$126,010,258	\$0	\$126,010,258	\$655,253	\$3,664,478	\$80,380,597
37	2045	2046	\$584,484,095	0.00%	\$0	\$0	\$584,484,095	\$3,039,317	\$0	\$128,530,463	\$0	\$128,530,463	\$668,358	\$3,707,676	\$84,088,273
Total, years 1-37 excluding shaded cell values				100.00%	\$533,397,011	\$78,548,809		\$69,931,775	\$395,590		\$78,174,500		\$13,760,909	\$84,088,273	

Schedule 4: Forecast of Annual Property Appraisals and County Property Taxes, TIRZ 1

Notes:

Forecasts of taxable values added come from a separate schedule, expressed in 2014 dollars. Values are adjusted for inflation in this schedule. Percentages of total 2014 land value reclassified from agricultural use to non-agricultural use are from the developer. These are estimates. To avoid double-counting land value, portions of the difference between the total Collin CAD 2014 "market" appraisal and taxable value (plus annual inflation of value) are deducted from values for years 8 through 15 (2016 through 2023). Tax rates are assumed constant after 2013. Actual rates will be set annually. Estimated "rollback" real property taxes due upon conversion of agricultural use to non-agricultural use are imputed from another schedule.

(a) TIRZ Year	(b) Appraised Value for Jan. 1,	(c) Property Tax Deposited to TIF Fund by May 1,	(d) Real Property					(j) Business Personal Property					(o) Sum for Property		
			(d) Appraisal Before Vertical Improvements Added This Year; If Post-completion Appraisals Rise 1.00% Annually After 2014	(e) % of 2014 Reclassified From Agricultural Value	(f) Development and Reclassified Land Value This Year, With Inflation After 2014 @ 2.00%	(g) Less Related Land Appraisal and Inflation Before Development	(h) Net Taxable Real Property Appraisal	(i) County Annual Real Property Tax, If \$0.235 per \$100	(j) Real Property Tax Rollback	(k) Appraisal Without Property in Structures Completed This Year; If Post-completion Appraisals Rise 2.00% Annually After 2014	(l) Plus Changes Due to Year's Improvements, With Inflation After 2014 @ 2.00%	(m) County BPP Tax @ \$0.235 per \$100		(n) County Property Tax	
Base	2008	2009					\$4,589,345	\$11,244	\$0		\$0	\$0	\$11,244		
1	2009	2010													
2	2010	2011													
3	2011	2012													
4	2012	2013													
5	2013	2014													
6	2014	2015		0.00%	\$0		\$996,552	\$2,342	\$0		\$0	\$0	\$2,342	\$2,342	
7	2015	2016	\$1,006,518	7.11%	\$5,041,544	\$0	\$6,048,061	\$14,213	\$10,415	\$0	\$0	\$0	\$24,628	\$26,969	
8	2016	2017	\$6,108,542	7.80%	\$37,671,178	\$5,513,741	\$38,265,979	\$89,925	\$10,623	\$0	\$7,473,609	\$7,473,609	\$17,563	\$118,111	\$145,080
9	2017	2018	\$38,648,639	7.80%	\$43,730,111	\$6,537,330	\$75,841,420	\$178,227	\$10,835	\$7,623,082	\$8,365,853	\$15,988,934	\$37,574	\$226,637	\$371,717
10	2018	2019	\$76,599,834	18.15%	\$52,393,143	\$6,668,123	\$122,324,854	\$287,463	\$11,052	\$16,308,713	\$8,533,208	\$24,841,921	\$58,379	\$356,894	\$728,611
11	2019	2020	\$123,548,103	5.93%	\$75,400,310	\$12,196,232	\$186,752,182	\$438,868	\$11,273	\$25,338,759	\$8,960,168	\$34,298,927	\$80,602	\$530,743	\$1,259,354
12	2020	2021	\$188,619,703	19.82%	\$45,241,724	\$5,117,001	\$228,744,427	\$537,549	\$11,499	\$34,984,906	\$6,751,907	\$41,736,812	\$98,082	\$647,129	\$1,906,484
13	2021	2022	\$231,031,871	16.18%	\$96,117,619	\$14,321,944	\$312,827,547	\$735,145	\$11,729	\$42,571,549	\$10,952,896	\$53,524,445	\$125,782	\$872,656	\$2,779,139
14	2022	2023	\$315,955,822	17.21%	\$99,757,952	\$14,759,704	\$400,954,070	\$942,242	\$11,963	\$54,594,933	\$15,741,466	\$70,336,400	\$165,291	\$1,119,496	\$3,898,635
15	2023	2024	\$404,963,611	0.00%	\$78,043,429	\$13,434,735	\$469,572,304	\$1,103,495	\$0	\$71,743,128	\$11,395,393	\$83,138,521	\$195,376	\$1,298,870	\$5,197,505
16	2024	2025	\$474,268,027	0.00%	\$0	\$0	\$474,268,027	\$1,114,530	\$0	\$84,801,291	\$0	\$84,801,291	\$199,283	\$1,313,813	\$6,511,318
17	2025	2026	\$479,010,708	0.00%	\$0	\$0	\$479,010,708	\$1,125,675	\$0	\$86,497,317	\$0	\$86,497,317	\$203,269	\$1,328,944	\$7,840,262
18	2026	2027	\$483,800,815	0.00%	\$0	\$0	\$483,800,815	\$1,136,932	\$0	\$88,227,263	\$0	\$88,227,263	\$207,334	\$1,344,266	\$9,184,528
19	2027	2028	\$488,638,823	0.00%	\$0	\$0	\$488,638,823	\$1,148,301	\$0	\$89,991,809	\$0	\$89,991,809	\$211,481	\$1,359,782	\$10,544,310
20	2028	2029	\$493,525,211	0.00%	\$0	\$0	\$493,525,211	\$1,159,784	\$0	\$91,791,645	\$0	\$91,791,645	\$215,710	\$1,375,495	\$11,919,805
21	2029	2030	\$498,460,463	0.00%	\$0	\$0	\$498,460,463	\$1,171,382	\$0	\$93,627,478	\$0	\$93,627,478	\$220,025	\$1,391,407	\$13,311,211
22	2030	2031	\$503,445,068	0.00%	\$0	\$0	\$503,445,068	\$1,183,096	\$0	\$95,500,027	\$0	\$95,500,027	\$224,425	\$1,407,521	\$14,718,732
23	2031	2032	\$508,479,519	0.00%	\$0	\$0	\$508,479,519	\$1,194,927	\$0	\$97,410,028	\$0	\$97,410,028	\$228,914	\$1,423,840	\$16,142,573
24	2032	2033	\$513,564,314	0.00%	\$0	\$0	\$513,564,314	\$1,206,876	\$0	\$99,358,228	\$0	\$99,358,228	\$233,492	\$1,440,368	\$17,582,941
25	2033	2034	\$518,699,957	0.00%	\$0	\$0	\$518,699,957	\$1,218,945	\$0	\$101,345,393	\$0	\$101,345,393	\$238,162	\$1,457,107	\$19,040,047
26	2034	2035	\$523,886,957	0.00%	\$0	\$0	\$523,886,957	\$1,231,134	\$0	\$103,372,301	\$0	\$103,372,301	\$242,925	\$1,474,059	\$20,514,107
27	2035	2036	\$529,125,826	0.00%	\$0	\$0	\$529,125,826	\$1,243,446	\$0	\$105,439,747	\$0	\$105,439,747	\$247,783	\$1,491,229	\$22,005,336
28	2036	2037	\$534,417,084	0.00%	\$0	\$0	\$534,417,084	\$1,255,880	\$0	\$107,548,542	\$0	\$107,548,542	\$252,739	\$1,508,619	\$23,513,955
29	2037	2038	\$539,761,255	0.00%	\$0	\$0	\$539,761,255	\$1,268,439	\$0	\$109,699,512	\$0	\$109,699,512	\$257,794	\$1,526,233	\$25,040,188
30	2038	2039	\$545,158,868	0.00%	\$0	\$0	\$545,158,868	\$1,281,123	\$0	\$111,893,503	\$0	\$111,893,503	\$262,950	\$1,544,073	\$26,584,261
31	2039	2040	\$550,610,456	0.00%	\$0	\$0	\$550,610,456	\$1,293,935	\$0	\$114,131,373	\$0	\$114,131,373	\$268,209	\$1,562,143	\$28,146,404
32	2040	2041	\$556,116,561	0.00%	\$0	\$0	\$556,116,561	\$1,306,874	\$0	\$116,414,000	\$0	\$116,414,000	\$273,573	\$1,580,447	\$29,726,851
33	2041	2042	\$561,677,727	0.00%	\$0	\$0	\$561,677,727	\$1,319,943	\$0	\$118,742,280	\$0	\$118,742,280	\$279,044	\$1,598,987	\$31,325,838
34	2042	2043	\$567,294,504	0.00%	\$0	\$0	\$567,294,504	\$1,333,142	\$0	\$121,117,126	\$0	\$121,117,126	\$284,625	\$1,617,767	\$32,943,605
35	2043	2044	\$572,967,449	0.00%	\$0	\$0	\$572,967,449	\$1,346,474	\$0	\$123,539,468	\$0	\$123,539,468	\$290,318	\$1,636,791	\$34,580,397
36	2044	2045	\$578,697,123	0.00%	\$0	\$0	\$578,697,123	\$1,359,938	\$0	\$126,010,258	\$0	\$126,010,258	\$296,124	\$1,656,062	\$36,236,459
37	2045	2046	\$584,484,095	0.00%	\$0	\$0	\$584,484,095	\$1,373,538	\$0	\$128,530,463	\$0	\$128,530,463	\$302,047	\$1,675,584	\$37,912,043
Total, years 1-37 excluding shaded cell values			100.00%	\$533,397,011	\$78,548,809	\$31,603,783	\$89,388	\$78,174,500	\$6,218,872	\$37,912,043					

Schedule 6: Forecast of Annual Property Appraisals and Prosper ISD Property Taxes, TIRZ 1

Notes:

Forecasts of taxable values added come from a separate schedule, expressed in 2014 dollars. Values are adjusted for inflation in this schedule.
 Percentages of total 2014 land value reclassified from agricultural use to non-agricultural use are from the developer. These are estimates.
 To avoid double-counting land value, portions of the difference between the total Collin CAD 2014 "market" appraisal and taxable value (plus annual inflation of value) are deducted from values for years 8 through 15 (2016 through 2023).
 Tax rates are assumed constant. Actual rates will be set annually.
 This estimate assumes rollback tax payments are five times the annual real property tax deferred in 2014, spread equally over eight years, plus inflation.
 The PISD retains all taxes collected from TIRZ 1, but part of the retained tax may be subject to capture and redistribution to other school districts by the State of Texas.

(a)	(b)	(c)	(d) Real Property						(e) Business Personal Property				(f) Total Property			
			Appraisal Before Vertical Improvements Added This Year; If Post-completion Appraisals Rise 1.00% Annually After 2014	% of 2014 Value Reclassified From Agricultural	Development and Reclassified Land Value This Year, With Inflation After 2014 @ 2.00%	Less Related Land Appraisal and Inflation Before Development	Net Taxable Real Property Appraisal	PISD Annual Real Property Tax, If \$1.67 per \$100	Real Property Tax Rollback	Appraisal Without Property in Structures Completed This Year; If Post-completion Appraisals Rise 2.00% Annually After 2014	Plus Changes Due to Year's Improvements, With Inflation After 2014 @ 2.00%	Business Personal Property Appraisal	PISD BPP Tax @ \$1.67 per \$100	PISD Property Tax	Cumulative PISD Property Tax From 2014 Forward	
Base	2008	2009					\$4,589,345	\$76,642	\$0			\$0	\$0	\$76,642		
1	2009	2010														
2	2010	2011														
3	2011	2012														
4	2012	2013														
5	2013	2014														
6	2014	2015		0.00%	\$0		\$996,552	\$16,642	\$0			\$0	\$0	\$16,642	\$16,642	
7	2015	2016	\$1,006,518	7.11%	\$5,041,544	\$0	\$6,048,061	\$101,003	\$148,020		\$0	\$0	\$0	\$249,023	\$265,665	
8	2016	2017	\$6,108,542	7.80%	\$37,671,178	\$5,513,741	\$38,265,979	\$639,042	\$150,980		\$0	\$7,473,609	\$7,473,609	\$124,809	\$914,832	\$1,180,497
9	2017	2018	\$38,648,639	7.80%	\$43,730,111	\$6,537,330	\$75,841,420	\$1,266,552	\$154,000		\$7,623,082	\$8,365,853	\$15,988,934	\$267,015	\$1,687,567	\$2,868,064
10	2018	2019	\$76,599,834	18.15%	\$52,393,143	\$6,668,123	\$122,324,854	\$2,042,825	\$157,080		\$16,308,713	\$8,533,208	\$24,841,921	\$414,860	\$2,614,765	\$5,482,829
11	2019	2020	\$123,548,103	5.93%	\$75,400,310	\$12,196,232	\$186,752,182	\$3,118,761	\$160,222		\$25,338,759	\$8,960,168	\$34,298,927	\$572,792	\$3,851,775	\$9,334,604
12	2020	2021	\$188,619,703	19.82%	\$45,241,724	\$5,117,001	\$228,744,427	\$3,820,032	\$163,426		\$34,984,906	\$6,751,907	\$41,736,812	\$697,005	\$4,680,463	\$14,015,067
13	2021	2022	\$231,031,871	16.18%	\$96,117,619	\$14,321,944	\$312,827,547	\$5,224,220	\$166,695		\$42,571,549	\$10,952,896	\$53,524,445	\$893,858	\$6,284,773	\$20,299,839
14	2022	2023	\$315,955,822	17.21%	\$99,757,952	\$14,759,704	\$400,954,070	\$6,695,933	\$170,028		\$54,594,933	\$15,741,466	\$70,336,400	\$1,174,618	\$8,040,579	\$28,340,419
15	2023	2024	\$404,963,611	0.00%	\$78,043,429	\$13,434,735	\$469,572,304	\$7,841,857	\$0		\$71,743,128	\$11,395,393	\$83,138,521	\$1,388,413	\$9,230,271	\$37,570,689
16	2024	2025	\$474,268,027	0.00%	\$0	\$0	\$474,268,027	\$7,920,276	\$0		\$84,801,291	\$0	\$84,801,291	\$1,416,182	\$9,336,458	\$46,907,147
17	2025	2026	\$479,010,708	0.00%	\$0	\$0	\$479,010,708	\$7,999,479	\$0		\$86,497,317	\$0	\$86,497,317	\$1,444,505	\$9,443,984	\$56,351,131
18	2026	2027	\$483,800,815	0.00%	\$0	\$0	\$483,800,815	\$8,079,474	\$0		\$88,227,263	\$0	\$88,227,263	\$1,473,395	\$9,552,869	\$65,904,000
19	2027	2028	\$488,638,823	0.00%	\$0	\$0	\$488,638,823	\$8,160,268	\$0		\$89,991,809	\$0	\$89,991,809	\$1,502,863	\$9,663,132	\$75,567,132
20	2028	2029	\$493,525,211	0.00%	\$0	\$0	\$493,525,211	\$8,241,871	\$0		\$91,791,645	\$0	\$91,791,645	\$1,532,920	\$9,774,791	\$85,341,923
21	2029	2030	\$498,460,463	0.00%	\$0	\$0	\$498,460,463	\$8,324,290	\$0		\$93,627,478	\$0	\$93,627,478	\$1,563,579	\$9,887,869	\$95,229,792
22	2030	2031	\$503,445,068	0.00%	\$0	\$0	\$503,445,068	\$8,407,533	\$0		\$95,500,027	\$0	\$95,500,027	\$1,594,850	\$10,002,383	\$105,232,175
23	2031	2032	\$508,479,519	0.00%	\$0	\$0	\$508,479,519	\$8,491,608	\$0		\$97,410,028	\$0	\$97,410,028	\$1,626,747	\$10,118,355	\$115,350,530
24	2032	2033	\$513,564,314	0.00%	\$0	\$0	\$513,564,314	\$8,576,524	\$0		\$99,358,228	\$0	\$99,358,228	\$1,659,282	\$10,235,806	\$125,586,337
25	2033	2034	\$518,699,957	0.00%	\$0	\$0	\$518,699,957	\$8,662,289	\$0		\$101,345,393	\$0	\$101,345,393	\$1,692,468	\$10,354,757	\$135,941,094
26	2034	2035	\$523,886,957	0.00%	\$0	\$0	\$523,886,957	\$8,748,912	\$0		\$103,372,301	\$0	\$103,372,301	\$1,726,317	\$10,475,230	\$146,416,324
27	2035	2036	\$529,125,826	0.00%	\$0	\$0	\$529,125,826	\$8,836,401	\$0		\$105,439,747	\$0	\$105,439,747	\$1,760,844	\$10,597,245	\$157,013,569
28	2036	2037	\$534,417,084	0.00%	\$0	\$0	\$534,417,084	\$8,924,765	\$0		\$107,548,542	\$0	\$107,548,542	\$1,796,061	\$10,720,826	\$167,734,395
29	2037	2038	\$539,761,255	0.00%	\$0	\$0	\$539,761,255	\$9,014,013	\$0		\$109,699,512	\$0	\$109,699,512	\$1,831,982	\$10,845,995	\$178,580,389
30	2038	2039	\$545,158,868	0.00%	\$0	\$0	\$545,158,868	\$9,104,153	\$0		\$111,893,503	\$0	\$111,893,503	\$1,868,621	\$10,972,775	\$189,553,164
31	2039	2040	\$550,610,456	0.00%	\$0	\$0	\$550,610,456	\$9,195,195	\$0		\$114,131,373	\$0	\$114,131,373	\$1,905,994	\$11,101,189	\$200,654,353
32	2040	2041	\$556,116,561	0.00%	\$0	\$0	\$556,116,561	\$9,287,147	\$0		\$116,414,000	\$0	\$116,414,000	\$1,944,114	\$11,231,260	\$211,885,613
33	2041	2042	\$561,677,727	0.00%	\$0	\$0	\$561,677,727	\$9,380,018	\$0		\$118,742,280	\$0	\$118,742,280	\$1,982,996	\$11,363,014	\$223,248,627
34	2042	2043	\$567,294,504	0.00%	\$0	\$0	\$567,294,504	\$9,473,818	\$0		\$121,117,126	\$0	\$121,117,126	\$2,022,656	\$11,496,474	\$234,745,101
35	2043	2044	\$572,967,449	0.00%	\$0	\$0	\$572,967,449	\$9,568,556	\$0		\$123,539,468	\$0	\$123,539,468	\$2,063,109	\$11,631,666	\$246,376,767
36	2044	2045	\$578,697,123	0.00%	\$0	\$0	\$578,697,123	\$9,664,242	\$0		\$126,010,258	\$0	\$126,010,258	\$2,104,371	\$11,768,613	\$258,145,380
37	2045	2046	\$584,484,095	0.00%	\$0	\$0	\$584,484,095	\$9,760,884	\$0		\$128,530,463	\$0	\$128,530,463	\$2,146,459	\$11,907,343	\$270,052,723
Total, years 1-37 excluding shaded cell values				100.00%	\$533,397,011	\$78,548,809		\$224,588,584	\$1,270,451		\$78,174,500		\$44,193,688	\$270,052,723		

Schedule 7: Estimated Taxable Sales from TIRZ 1 and Construction Sales Office, in 2014 Dollars

Assumptions:

Floor areas and completion year assumptions are from a separate schedule.
 Sales per square foot of gross floor area are estimates by Stein Planning, LLC.
 Taxable sales percentages allow for sales exempt from sales tax and discounts to merchants for timely tax payments.
 Food for home preparation, health items, autos, gasoline, tax holiday items and items for resale are not subject to municipal sales tax.
 Sales from Oct. 1 through Dec. 31 are assumed equal to 30% of annual sales. Balance of year is 70%.

(a) Completions Before Dec. 31,	(b) Stores Open by Oct. 1,	(c)	(d) (e) (f) Cumulative Square Feet of Gross Floor Area Open by Oct. 1			(g)	(h) Total
			Retail	Restaurant	Cinema		
2016	2016		205,240	0	0		205,240
2017	2017		410,480	17,500	0		427,980
2018	2018		615,720	35,000	0		650,720
2019	2019		780,020	42,000	53,000		875,020
2020	2020		944,320	49,000	53,000		1,046,320
2021	2021		1,186,120	79,633	53,000		1,318,753
2022	2022		1,427,920	110,267	53,000		1,591,187
2023	2023		1,669,720	140,900	53,000		1,863,620

Sales Subject to Municipal Sales Tax, in 2014 Dollars									
Stores Open by Oct. 1,	Sales Forecast Through Dec. 31	Payments on Volumes Below and Right Are Deposited to TIRZ Fund by May 1,	Stores @	Restaurants @	Cinema @	Construction Sales Office			
			\$250	\$450	\$225	Taxable Volume, If			
			per SF of GFA and			20%			
			96%	85%	98%	of CCAD Real Property			
			Taxable and			Value of Improved			
			6%	6%	0%	Properties with Completion			
			Vacancy Allowance			Dates in Column (b) Year		Total	
2015	2015	2016	\$0	\$0	\$0	\$0	\$0	\$0	
2016	2016	2017	\$13,890,643	\$0	\$0	\$6,157,200	\$20,047,843		
2017	2017	2018	\$60,192,787	\$1,887,638	\$0	\$7,157,100	\$69,237,525		
2018	2018	2019	\$106,494,931	\$8,179,763	\$0	\$7,157,150	\$121,831,844		
2019	2019	2020	\$150,026,256	\$13,339,305	\$3,505,950	\$12,834,000	\$179,705,511		
2020	2020	2021	\$187,092,336	\$15,856,155	\$11,686,500	\$5,279,000	\$219,913,991		
2021	2021	2022	\$229,403,616	\$20,922,179	\$11,686,500	\$14,485,650	\$276,497,945		
2022	2022	2023	\$283,953,696	\$31,936,382	\$11,686,500	\$14,635,700	\$342,212,278		
2023	2023	2024	\$322,138,752	\$39,646,500	\$11,686,500	\$13,060,650	\$386,532,402		

Schedule 8: Forecast of Town Sales Tax Generated in TIRZ 1 and Construction Sales Office

Assumptions:

Stores open on or near Oct. 1 of a year.

Taxable sales through the end of calendar 2023 (in 2014 dollars) are from a separate schedule. Sales are adjusted for inflation in this schedule.

(a) TIRZ Year	(b) Sales Forecast Through End of Calendar	(c) Sales Tax Payments Are Deposited to TIF Fund by May 1,	(d) Taxable Sales Volume Forecast		(e) Adjusted for Annual Inflation After 2014 @					(f) Town Sales Tax			
			In 2014 Dollars	2.00%	1.00%	0.50%	Property Tax Relief @		Total @				
							4A @	0.50%		2.00%			
1	2009	2010	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2	2010	2011	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
3	2011	2012	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
4	2012	2013	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
5	2013	2014	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
6	2014	2015	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
7	2015	2016	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
8	2016	2017	\$20,047,843	\$20,857,776	\$208,578	\$104,289	\$104,289	\$104,289	\$104,289	\$417,156			
9	2017	2018	\$69,237,525	\$73,475,415	\$734,754	\$367,377	\$367,377	\$367,377	\$367,377	\$1,469,508			
10	2018	2019	\$121,831,844	\$131,874,706	\$1,318,747	\$659,374	\$659,374	\$659,374	\$659,374	\$2,637,494			
11	2019	2020	\$179,705,511	\$198,409,405	\$1,984,094	\$992,047	\$992,047	\$992,047	\$992,047	\$3,968,188			
12	2020	2021	\$219,913,991	\$247,658,872	\$2,476,589	\$1,238,294	\$1,238,294	\$1,238,294	\$1,238,294	\$4,953,177			
13	2021	2022	\$276,497,945	\$317,609,226	\$3,176,092	\$1,588,046	\$1,588,046	\$1,588,046	\$1,588,046	\$6,352,185			
14	2022	2023	\$342,212,278	\$400,956,225	\$4,009,562	\$2,004,781	\$2,004,781	\$2,004,781	\$2,004,781	\$8,019,125			
15	2023	2024	\$386,532,402	\$461,942,001	\$4,619,420	\$2,309,710	\$2,309,710	\$2,309,710	\$2,309,710	\$9,238,840			
16	2024	2025	\$386,532,402	\$471,180,841	\$4,711,808	\$2,355,904	\$2,355,904	\$2,355,904	\$2,355,904	\$9,423,617			
17	2025	2026	\$386,532,402	\$480,604,458	\$4,806,045	\$2,403,022	\$2,403,022	\$2,403,022	\$2,403,022	\$9,612,089			
18	2026	2027	\$386,532,402	\$490,216,547	\$4,902,165	\$2,451,083	\$2,451,083	\$2,451,083	\$2,451,083	\$9,804,331			
19	2027	2028	\$386,532,402	\$500,020,878	\$5,000,209	\$2,500,104	\$2,500,104	\$2,500,104	\$2,500,104	\$10,000,418			
20	2028	2029	\$386,532,402	\$510,021,295	\$5,100,213	\$2,550,106	\$2,550,106	\$2,550,106	\$2,550,106	\$10,200,426			
21	2029	2030	\$386,532,402	\$520,221,721	\$5,202,217	\$2,601,109	\$2,601,109	\$2,601,109	\$2,601,109	\$10,404,434			
22	2030	2031	\$386,532,402	\$530,626,156	\$5,306,262	\$2,653,131	\$2,653,131	\$2,653,131	\$2,653,131	\$10,612,523			
23	2031	2032	\$386,532,402	\$541,238,679	\$5,412,387	\$2,706,193	\$2,706,193	\$2,706,193	\$2,706,193	\$10,824,774			
24	2032	2033	\$386,532,402	\$552,063,453	\$5,520,635	\$2,760,317	\$2,760,317	\$2,760,317	\$2,760,317	\$11,041,269			
25	2033	2034	\$386,532,402	\$563,104,722	\$5,631,047	\$2,815,524	\$2,815,524	\$2,815,524	\$2,815,524	\$11,262,094			
26	2034	2035	\$386,532,402	\$574,366,816	\$5,743,668	\$2,871,834	\$2,871,834	\$2,871,834	\$2,871,834	\$11,487,336			
27	2035	2036	\$386,532,402	\$585,854,152	\$5,858,542	\$2,929,271	\$2,929,271	\$2,929,271	\$2,929,271	\$11,717,083			
28	2036	2037	\$386,532,402	\$597,571,235	\$5,975,712	\$2,987,856	\$2,987,856	\$2,987,856	\$2,987,856	\$11,951,425			
29	2037	2038	\$386,532,402	\$609,522,660	\$6,095,227	\$3,047,613	\$3,047,613	\$3,047,613	\$3,047,613	\$12,190,453			
30	2038	2039	\$386,532,402	\$621,713,113	\$6,217,131	\$3,108,566	\$3,108,566	\$3,108,566	\$3,108,566	\$12,434,262			
31	2039	2040	\$386,532,402	\$634,147,376	\$6,341,474	\$3,170,737	\$3,170,737	\$3,170,737	\$3,170,737	\$12,682,948			
32	2040	2041	\$386,532,402	\$646,830,323	\$6,468,303	\$3,234,152	\$3,234,152	\$3,234,152	\$3,234,152	\$12,936,606			
33	2041	2042	\$386,532,402	\$659,766,930	\$6,597,669	\$3,298,835	\$3,298,835	\$3,298,835	\$3,298,835	\$13,195,339			
34	2042	2043	\$386,532,402	\$672,962,268	\$6,729,623	\$3,364,811	\$3,364,811	\$3,364,811	\$3,364,811	\$13,459,245			
35	2043	2044	\$386,532,402	\$686,421,513	\$6,864,215	\$3,432,108	\$3,432,108	\$3,432,108	\$3,432,108	\$13,728,430			
36	2044	2045	\$386,532,402	\$700,149,944	\$7,001,499	\$3,500,750	\$3,500,750	\$3,500,750	\$3,500,750	\$14,002,999			
37	2045	2046	\$386,532,402	\$714,152,943	\$7,141,529	\$3,570,765	\$3,570,765	\$3,570,765	\$3,570,765	\$14,283,059			
Total			\$10,119,692,178	\$14,715,541,649	\$147,155,416	\$73,577,708	\$73,577,708	\$73,577,708	\$73,577,708	\$294,310,833			

Schedule 9: Forecast of Town Sales Tax Generated at a Construction Sales Office

(a) TIRZ Year	(b) Taxable Sales in Calendar	(c) Sales Tax Payments Are Deposited to TIF Fund by May 1,	(d) (e) Volume Forecast at Construction Sales Office		(f) (g) Town Sales Tax from Construction Sales Office	
			In 2014 Dollars (from another schedule)	Adjusted for Annual Inflation After 2014 @ 2.00%	General Sales Tax @ 1.00%	25% of Sales Tax from Construction Sales Office to Project Fund
1	2009	2010	\$0	\$0	\$0	\$0
2	2010	2011	\$0	\$0	\$0	\$0
3	2011	2012	\$0	\$0	\$0	\$0
4	2012	2013	\$0	\$0	\$0	\$0
5	2013	2014	\$0	\$0	\$0	\$0
6	2014	2015	\$0	\$0	\$0	\$0
7	2015	2016	\$0	\$0	\$0	\$0
8	2016	2017	\$6,157,200	\$6,405,951	\$64,060	\$16,015
9	2017	2018	\$7,157,100	\$7,595,172	\$75,952	\$18,988
10	2018	2019	\$7,157,150	\$7,747,129	\$77,471	\$19,368
11	2019	2020	\$12,834,000	\$14,169,773	\$141,698	\$35,424
12	2020	2021	\$5,279,000	\$5,945,011	\$59,450	\$14,863
13	2021	2022	\$14,485,650	\$16,639,459	\$166,395	\$41,599
14	2022	2023	\$14,635,700	\$17,148,055	\$171,481	\$42,870
15	2023	2024	\$13,060,650	\$15,608,686	\$156,087	\$39,022
16	2024	2025	\$0	\$0	\$0	\$0
17	2025	2026	\$0	\$0	\$0	\$0
18	2026	2027	\$0	\$0	\$0	\$0
19	2027	2028	\$0	\$0	\$0	\$0
20	2028	2029	\$0	\$0	\$0	\$0
21	2029	2030	\$0	\$0	\$0	\$0
22	2030	2031	\$0	\$0	\$0	\$0
23	2031	2032	\$0	\$0	\$0	\$0
24	2032	2033	\$0	\$0	\$0	\$0
25	2033	2034	\$0	\$0	\$0	\$0
26	2034	2035	\$0	\$0	\$0	\$0
27	2035	2036	\$0	\$0	\$0	\$0
28	2036	2037	\$0	\$0	\$0	\$0
29	2037	2038	\$0	\$0	\$0	\$0
30	2038	2039	\$0	\$0	\$0	\$0
31	2039	2040	\$0	\$0	\$0	\$0
32	2040	2041	\$0	\$0	\$0	\$0
33	2041	2042	\$0	\$0	\$0	\$0
34	2042	2043	\$0	\$0	\$0	\$0
35	2043	2044	\$0	\$0	\$0	\$0
36	2044	2045	\$0	\$0	\$0	\$0
37	2045	2046	\$0	\$0	\$0	\$0
Total			\$80,766,450	\$91,259,236	\$912,592	\$228,148

**Schedule 10:
Forecast of Cash Flow to the TIF Project Fund**

Notes:
 Forecasts of Town and County property taxes and Town sales taxes are imported from separate schedules.
 Tax rates are assumed constant. Actual rates will be set annually.
 By agreement, all Town "rollback" property tax flows to the TIF fund. This estimate assumes rollback tax payments are five times the annual real property tax deferred in 2014, spread equally over eight years, plus inflation.
 County "rollback" tax is a part of the tax increment. The agreed 50% of the tax increment from rollback thus flows to the TIF project fund
 An estimate of Town general sales tax collected from a construction sales office outside TIRZ 1 is calculated in a separate schedule.
 Impact fees paid to the Town for development in TIRZ 1 will be credited to the TIF Project Fund. Estimates of annual impact fees are by the Town of Prosper.

(a)	(b)	(c)	(d) Real Property Tax Increments Except Rollback Tax										(e) Sales Tax Increments				(f) Tax and Impact Fees to TIF Project Fund										(v)	(w)	(x)	(y)	
			(g) Town					(h) County					(i) Town General Sales Tax		(j) Town 4A Tax		(k) From Town and EDC					(l) From County									
			Real Property Tax	Property Tax	Captured Value	% of	% of	Real Property Tax	Property Tax	% of	% of	General Sales Tax	% to TIF	4A Sales Tax	% of	Real Property Tax	Rollback Property Tax	General Sales Tax	General Sales Tax	4A Sales Tax	Impact Fees	Town Total	Real Property Tax	Rollback Property Tax	County Total	Total					Cumulative Total
			Flow to TIF Fund by May 1	Appraisal	(Taxable less 2008 value, if positive)	RP Tax	RP Tax	RP Tax	RP Tax	RP Tax	RP Tax	Constr. Sales Office	Constr. Sales Office	Constr. Sales Office	Constr. Sales Office	Constr. Sales Office	Constr. Sales Office	Constr. Sales Office	Constr. Sales Office	Constr. Sales Office	Constr. Sales Office	Constr. Sales Office	Constr. Sales Office	Constr. Sales Office	Constr. Sales Office	Constr. Sales Office					Constr. Sales Office
Base	2008	2009	\$4,589,345	\$0	\$0	0%	0%	\$0	0%	\$0	0%	\$0	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
1	2009	2010	\$0	\$0	\$0	70%	50%	\$0	40%	\$0	67%	\$0	67%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
2	2010	2011	\$0	\$0	\$0	70%	50%	\$0	40%	\$0	67%	\$0	67%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
3	2011	2012	\$0	\$0	\$0	70%	50%	\$0	40%	\$0	67%	\$0	67%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
4	2012	2013	\$0	\$0	\$0	70%	50%	\$0	40%	\$0	67%	\$0	67%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
5	2013	2014	\$0	\$0	\$0	70%	50%	\$0	40%	\$0	67%	\$0	67%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
6	2014	2015	\$996,552	\$0	\$0	70%	50%	\$0	40%	\$0	67%	\$0	67%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
7	2015	2016	\$6,048,061	\$1,458,716	\$7,585	70%	50%	\$3,428	50%	\$0	67%	\$0	67%	\$5,310	\$46,090	\$0	\$0	\$0	\$1,421,360	\$1,472,760	\$1,714	\$10,415	\$12,129	\$1,484,888	\$1,484,888	\$1,484,888	\$1,484,888				
8	2016	2017	\$38,265,979	\$33,676,634	\$175,118	70%	50%	\$79,140	50%	\$138,906	40%	\$69,453	67%	\$122,583	\$47,012	\$55,563	\$16,015	\$46,534	\$969,814	\$1,257,520	\$39,570	\$10,623	\$50,193	\$1,307,713	\$2,792,601	\$2,792,601					
9	2017	2018	\$75,841,420	\$71,252,075	\$370,511	70%	50%	\$167,442	50%	\$259,804	40%	\$129,902	67%	\$259,358	\$47,952	\$248,322	\$18,988	\$207,969	\$973,714	\$1,756,303	\$83,721	\$10,835	\$94,557	\$1,850,859	\$4,643,460	\$4,643,460					
10	2018	2019	\$122,324,854	\$117,735,509	\$612,225	70%	50%	\$276,678	50%	\$1,318,747	40%	\$659,374	67%	\$428,557	\$48,911	\$527,499	\$19,368	\$441,780	\$2,295,070	\$3,761,185	\$138,339	\$11,052	\$149,391	\$3,910,577	\$8,554,037	\$8,554,037					
11	2019	2020	\$186,752,182	\$182,162,837	\$947,247	70%	50%	\$428,083	50%	\$1,984,094	40%	\$992,047	67%	\$663,073	\$49,889	\$793,638	\$35,424	\$664,672	\$718,592	\$2,925,288	\$214,041	\$11,273	\$225,314	\$5,160,602	\$11,704,639	\$11,704,639					
12	2020	2021	\$228,744,427	\$224,155,082	\$1,165,606	70%	50%	\$526,764	50%	\$2,476,589	40%	\$1,238,294	67%	\$815,924	\$50,887	\$990,635	\$14,863	\$829,657	\$2,703,759	\$5,405,726	\$263,382	\$11,499	\$274,881	\$5,680,607	\$17,385,246	\$17,385,246					
13	2021	2022	\$312,827,547	\$308,238,202	\$1,602,839	70%	50%	\$724,360	50%	\$3,176,092	40%	\$1,588,046	67%	\$1,121,987	\$51,905	\$1,270,437	\$41,599	\$1,043,921	\$1,918,823	\$5,468,741	\$462,180	\$11,729	\$473,908	\$5,842,650	\$23,227,896	\$23,227,896					
14	2022	2023	\$400,954,070	\$396,364,725	\$2,061,097	70%	50%	\$931,457	50%	\$4,009,562	40%	\$2,004,781	67%	\$1,442,768	\$52,943	\$1,603,825	\$42,870	\$1,343,203	\$2,671,859	\$7,157,468	\$465,729	\$11,963	\$477,692	\$7,635,160	\$30,863,055	\$30,863,055					
15	2023	2024	\$469,572,304	\$464,982,959	\$2,417,911	70%	50%	\$1,092,710	50%	\$4,619,420	40%	\$2,309,710	67%	\$1,692,538	\$0	\$1,847,768	\$39,022	\$1,547,506	\$68,300	\$5,195,133	\$546,355	\$0	\$546,355	\$5,741,488	\$36,604,544	\$36,604,544					
16	2024	2025	\$474,268,027	\$469,678,682	\$2,442,329	70%	50%	\$1,103,745	50%	\$4,711,808	40%	\$2,355,904	67%	\$1,709,630	\$0	\$1,884,723	\$0	\$1,578,456	\$68,300	\$5,241,110	\$551,872	\$0	\$551,872	\$5,792,982	\$42,397,526	\$42,397,526					
17	2025	2026	\$479,010,708	\$474,421,363	\$2,486,991	70%	50%	\$1,114,890	50%	\$4,806,045	40%	\$2,403,022	67%	\$1,726,894	\$0	\$1,922,418	\$0	\$1,610,025	\$102,450	\$5,361,787	\$557,445	\$0	\$557,445	\$5,919,232	\$48,316,757	\$48,316,757					
18	2026	2027	\$483,800,815	\$479,211,470	\$2,491,900	70%	50%	\$1,126,147	50%	\$4,902,165	40%	\$2,451,083	67%	\$1,744,330	\$0	\$1,960,866	\$0	\$1,642,225	\$102,450	\$5,449,871	\$563,073	\$0	\$563,073	\$6,012,945	\$54,329,702	\$54,329,702					
19	2027	2028	\$488,639,823	\$484,049,478	\$2,517,057	70%	50%	\$1,137,516	50%	\$5,000,209	40%	\$2,500,104	67%	\$1,761,940	\$0	\$2,000,084	\$0	\$1,675,070	\$102,450	\$5,539,544	\$568,758	\$0	\$568,758	\$6,108,302	\$60,438,004	\$60,438,004					
20	2028	2029	\$493,525,211	\$488,935,866	\$2,542,467	70%	50%	\$1,148,999	50%	\$5,100,213	40%	\$2,550,106	67%	\$1,779,727	\$0	\$2,040,085	\$0	\$1,708,571	\$102,450	\$5,630,833	\$574,500	\$0	\$574,500	\$6,205,333	\$66,643,336	\$66,643,336					
21	2029	2030	\$498,460,463	\$493,871,118	\$2,568,130	70%	50%	\$1,160,597	50%	\$5,202,217	40%	\$2,601,109	67%	\$1,797,691	\$0	\$2,080,887	\$0	\$1,742,743	\$30,735	\$5,652,056	\$580,299	\$0	\$580,299	\$6,232,354	\$72,875,691	\$72,875,691					
22	2030	2031	\$503,445,068	\$498,855,723	\$2,594,050	70%	50%	\$1,172,311	50%	\$5,306,262	40%	\$2,653,131	67%	\$1,815,835	\$0	\$2,122,505	\$0	\$1,777,598	\$0	\$5,715,937	\$586,155	\$0	\$586,155	\$6,302,093	\$79,177,783	\$79,177,783					
23	2031	2032	\$508,479,519	\$503,890,174	\$2,620,229	70%	50%	\$1,184,142	50%	\$5,412,387	40%	\$2,706,193	67%	\$1,834,160	\$0	\$2,164,955	\$0	\$1,813,150	\$0	\$5,812,265	\$592,071	\$0	\$592,071	\$6,404,335	\$85,582,119	\$85,582,119					
24	2032	2033	\$513,564,314	\$508,974,969	\$2,646,670	70%	50%	\$1,196,091	50%	\$5,520,635	40%	\$2,760,317	67%	\$1,852,669	\$0	\$2,208,254	\$0	\$1,849,413	\$0	\$5,910,335	\$598,046	\$0	\$598,046	\$6,508,381	\$92,090,499	\$92,090,499					
25	2033	2034	\$518,699,957	\$514,110,612	\$2,673,375	70%	50%	\$1,208,160	50%	\$5,631,047	40%	\$2,815,524	67%	\$1,871,363	\$0	\$2,252,419	\$0	\$1,886,401	\$0	\$6,010,182	\$604,080	\$0	\$604,080	\$6,614,262	\$98,704,762	\$98,704,762					
26	2034	2035	\$523,886,957	\$519,297,612	\$2,700,348	70%	50%	\$1,220,349	50%	\$5,743,668	40%	\$2,871,834	67%	\$1,890,243	\$0	\$2,297,467	\$0	\$1,924,129	\$0	\$6,111,839	\$610,175	\$0	\$610,175	\$6,722,014	\$105,426,776	\$105,426,776					
27	2035	2036	\$529,125,826	\$524,536,481	\$2,727,590	70%	50%	\$1,232,661	50%	\$5,858,542	40%	\$2,929,271	67%	\$1,909,313	\$0	\$2,343,417	\$0	\$1,962,611	\$0	\$6,215,341	\$616,330	\$0	\$616,330	\$6,831,671	\$112,258,447	\$112,258,447					
28	2036	2037	\$534,417,084	\$529,827,739	\$2,755,104	70%	50%	\$1,245,095	50%	\$5,975,712	40%	\$2,987,856	67%	\$1,928,573	\$0	\$2,390,285	\$0	\$2,001,864	\$0	\$6,320,722	\$622,548	\$0	\$622,548	\$6,943,269	\$119,201,716	\$119,201,716					
29	2037	2038	\$539,761,255	\$535,171,910	\$2,782,894	70%	50%	\$1,257,654	50%	\$6,095,227	40%	\$3,047,613	67%	\$1,948,026	\$0	\$2,438,091	\$0	\$2,041,901	\$0	\$6,428,017	\$628,827	\$0	\$628,827	\$7,056,844	\$126,258,560	\$126,258,560					
30	2038	2039	\$545,158,868	\$540,569,523	\$2,810,962	70%	50%	\$1,270,358	50%	\$6,217,131	40%	\$3,108,566	67%	\$1,967,673	\$0	\$2,486,852	\$0	\$2,082,739	\$0	\$6,537,264	\$635,169	\$0	\$635,169	\$7,172,434	\$133,430,994	\$133,430,994					
31	2039	2040	\$550,610,466	\$546,021,111	\$2,839,310	70%	50%	\$1,283,150	50%	\$6,341,474	40%	\$3,170,737	67%	\$1,987,517	\$0	\$2,536,590	\$0	\$2,124,984	\$0	\$6,648,500	\$641,575	\$0	\$641,575	\$7,290,075	\$140,721,069	\$140,721,069					
32	2040	2041	\$556,116,561	\$551,527,216	\$2,867,942	70%	50%	\$1,296,089	50%	\$6,468,303	40%	\$3,234,152	67%	\$2,007,559	\$0	\$2,587,321	\$0	\$2,166,882	\$0	\$6,761,762	\$648,044	\$0	\$648,044	\$7,409,806	\$148,130,875	\$148,130,875					
33	2041	2042	\$561,677,727	\$557,088,382	\$2,896,860	70%	50%	\$1,309,158	50%	\$6,597,669	40%	\$3,298,835	67%	\$2,027,802	\$0	\$2,639,068	\$0	\$2,210,219	\$0	\$6,877,089	\$654,579	\$0	\$654,579	\$7,531,667	\$155,662,543	\$155,662,543					
34	2042	2043	\$567,294,504	\$562,705,159	\$2,926,067	70%	50%	\$1,322,357	50%	\$6,729,623	40%	\$3,364,811	67%	\$2,048,247	\$0	\$2,691,849	\$0	\$2,254,424	\$0	\$6,994,519	\$661,179	\$0	\$661,179	\$7,655,698	\$163,318,241	\$163,318,241					
35	2043	2044	\$572,967,449	\$568,378,104	\$2,955,566	70%	50%	\$1,335,689	50%	\$6,864,215	40%	\$3,432,108	67%	\$2,068,896	\$0	\$2,745,686	\$0	\$2,299,512	\$0	\$7,114,094	\$667,844	\$0	\$667,844	\$7,781,939	\$171,100,180	\$171,100,180					
36	2044	2045	\$578,697,123	\$574,107,778	\$2,9																										

Schedule 11: Forecast of Town Taxes Retained from TIRZ 1 and a Construction Sales Office After Payments to the TIF Project Fund

Notes:

Forecast components and underlying assumptions are documented in a other schedules.

This schedule does not deduct from retained taxes the municipal expenses for services delivery and capital improvements paid with Town funds other than the TIF Project Fund.

Store sales and related sales tax may displace part of the sales and taxes that would otherwise occur in Prosper.

*The starred column excludes impact fees collected by the Prosper for development in TIRZ 1, but transferred to the TIF Project Fund.

(a)	(b)	(c)	(d)	(e)	(f)	(g) Sales Taxes from TIRZ 1 and Construction Sales Office			(h)	(i)	(j)	(k)	(l)	(m)
TIRZ Year	Appraisals on Jan. 1, or Sales in Calendar	Town Receives Tax in Early	Real Property Tax (Except rollback)	Real Property Tax Rollback	Business Personal Property Tax	General	4A	Property Tax Relief	Total Identified Taxes	Less Town and EDC Taxes to TIF Project Fund*	Tax Retained for Town and EDC Use	Cumulative Tax Retained for Town and EDC Use		
Base	2008	2009	\$23,865	\$0	\$0	\$0	\$0	\$0	\$23,865	\$0	\$23,865			
1	2009	2010								\$0				
2	2010	2011								\$0				
3	2011	2012								\$0				
4	2012	2013								\$0				
5	2013	2014								\$0				
6	2014	2015	\$5,182	\$0	\$0	\$0	\$0	\$0	\$5,182	\$0	\$5,182	\$5,182		
7	2015	2016	\$77,540	\$46,090	\$0	\$0	\$0	\$0	\$123,630	\$1,472,760	-\$1,349,130	-\$1,343,948		
8	2016	2017	\$284,858	\$47,012	\$38,863	\$208,578	\$104,289	\$104,289	\$787,888	\$1,257,520	-\$469,632	-\$1,813,580		
9	2017	2018	\$525,470	\$47,952	\$83,142	\$734,754	\$367,377	\$367,377	\$2,126,073	\$1,756,303	\$369,770	-\$1,443,810		
10	2018	2019	\$814,178	\$48,911	\$129,178	\$1,318,747	\$659,374	\$659,374	\$3,629,762	\$3,761,185	-\$131,424	-\$1,575,233		
11	2019	2020	\$1,199,355	\$49,889	\$178,354	\$1,984,094	\$992,047	\$992,047	\$5,395,787	\$2,925,288	\$2,470,499	\$895,266		
12	2020	2021	\$1,457,390	\$50,887	\$217,031	\$2,476,589	\$1,238,294	\$1,238,294	\$6,678,486	\$5,405,726	\$1,272,760	\$2,168,026		
13	2021	2022	\$1,956,935	\$51,905	\$278,327	\$3,176,092	\$1,588,046	\$1,588,046	\$8,639,352	\$5,468,741	\$3,170,610	\$5,338,636		
14	2022	2023	\$2,503,653	\$52,943	\$365,749	\$4,009,562	\$2,004,781	\$2,004,781	\$10,941,470	\$7,157,468	\$3,784,002	\$9,122,638		
15	2023	2024	\$2,874,096	\$0	\$432,320	\$4,619,420	\$2,309,710	\$2,309,710	\$12,545,257	\$5,195,133	\$7,350,123	\$16,472,762		
16	2024	2025	\$2,907,160	\$0	\$440,967	\$4,711,808	\$2,355,904	\$2,355,904	\$12,771,744	\$5,241,110	\$7,530,634	\$24,003,396		
17	2025	2026	\$2,940,642	\$0	\$449,786	\$4,806,045	\$2,403,022	\$2,403,022	\$13,002,517	\$5,361,787	\$7,640,730	\$31,644,126		
18	2026	2027	\$2,974,546	\$0	\$458,782	\$4,902,165	\$2,451,083	\$2,451,083	\$13,237,659	\$5,449,871	\$7,787,787	\$39,431,914		
19	2027	2028	\$3,008,879	\$0	\$467,957	\$5,000,209	\$2,500,104	\$2,500,104	\$13,477,254	\$5,539,544	\$7,937,711	\$47,369,624		
20	2028	2029	\$3,043,648	\$0	\$477,317	\$5,100,213	\$2,550,106	\$2,550,106	\$13,721,390	\$5,630,833	\$8,090,557	\$55,460,182		
21	2029	2030	\$3,078,857	\$0	\$486,863	\$5,202,217	\$2,601,109	\$2,601,109	\$13,970,155	\$5,652,056	\$8,318,099	\$63,778,281		
22	2030	2031	\$3,114,514	\$0	\$496,600	\$5,306,262	\$2,653,131	\$2,653,131	\$14,223,638	\$5,715,937	\$8,507,701	\$72,285,981		
23	2031	2032	\$3,150,626	\$0	\$506,532	\$5,412,387	\$2,706,193	\$2,706,193	\$14,481,931	\$5,812,265	\$8,669,667	\$80,955,648		
24	2032	2033	\$3,187,197	\$0	\$516,663	\$5,520,635	\$2,760,317	\$2,760,317	\$14,745,129	\$5,910,335	\$8,834,794	\$89,790,442		
25	2033	2034	\$3,224,236	\$0	\$526,996	\$5,631,047	\$2,815,524	\$2,815,524	\$15,013,326	\$6,010,182	\$9,003,144	\$98,793,586		
26	2034	2035	\$3,261,748	\$0	\$537,536	\$5,743,668	\$2,871,834	\$2,871,834	\$15,286,620	\$6,111,839	\$9,174,781	\$107,968,367		
27	2035	2036	\$3,299,741	\$0	\$548,287	\$5,858,542	\$2,929,271	\$2,929,271	\$15,565,111	\$6,215,341	\$9,349,770	\$117,318,137		
28	2036	2037	\$3,338,221	\$0	\$559,252	\$5,975,712	\$2,987,856	\$2,987,856	\$15,848,898	\$6,320,722	\$9,528,177	\$126,846,314		
29	2037	2038	\$3,377,196	\$0	\$570,437	\$6,095,227	\$3,047,613	\$3,047,613	\$16,138,087	\$6,428,017	\$9,710,069	\$136,556,383		
30	2038	2039	\$3,416,672	\$0	\$581,846	\$6,217,131	\$3,108,566	\$3,108,566	\$16,432,781	\$6,537,264	\$9,895,516	\$146,451,899		
31	2039	2040	\$3,456,658	\$0	\$593,483	\$6,341,474	\$3,170,737	\$3,170,737	\$16,733,088	\$6,648,500	\$10,084,588	\$156,536,487		
32	2040	2041	\$3,497,159	\$0	\$605,353	\$6,468,303	\$3,234,152	\$3,234,152	\$17,039,118	\$6,761,762	\$10,277,356	\$166,813,844		
33	2041	2042	\$3,538,184	\$0	\$617,460	\$6,597,669	\$3,298,835	\$3,298,835	\$17,350,982	\$6,877,089	\$10,473,894	\$177,287,738		
34	2042	2043	\$3,579,740	\$0	\$629,809	\$6,729,623	\$3,364,811	\$3,364,811	\$17,668,795	\$6,994,519	\$10,674,275	\$187,962,013		
35	2043	2044	\$3,621,836	\$0	\$642,405	\$6,864,215	\$3,432,108	\$3,432,108	\$17,992,671	\$7,114,094	\$10,878,577	\$198,840,590		
36	2044	2045	\$3,664,478	\$0	\$655,253	\$7,001,499	\$3,500,750	\$3,500,750	\$18,322,731	\$7,235,854	\$11,086,876	\$209,927,466		
37	2045	2046	\$3,707,676	\$0	\$668,358	\$7,141,529	\$3,570,765	\$3,570,765	\$18,659,093	\$7,359,841	\$11,299,252	\$221,226,718		
Total, years 1-37 exc. shaded			\$84,088,273	\$395,590	\$13,760,909	\$147,155,416	\$73,577,708	\$73,577,708	\$392,555,604	\$171,328,886	\$221,226,718			

Schedule 12: Forecast of Collin County Taxes Retained from TIRZ 1 After Payments to the TIF Project Fund

Notes:

Forecast components and underlying assumptions are documented in a other schedules.
 This schedule does not deduct from retained taxes the County expenses for services delivery and capital improvements paid with County funds other than the TIF Project Fund.
 The estimate of "rollback" property tax is from another schedule.

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
TIRZ Year	Appraisals on Jan. 1, or Sales in Calendar	County Receives Tax in Early	Real Property Tax (Except rollback)	Real Property Tax Rollback	Business Personal Property Tax	Total Identified Taxes	Less County Tax to TIF Project Fund	Tax Retained for County Use	Cumulative Tax Retained for County Use
Base	2008	2009	\$11,244	\$0	\$0	\$11,244	\$0	\$11,244	
1	2009	2010					\$0		
2	2010	2011					\$0		
3	2011	2012					\$0		
4	2012	2013					\$0		
5	2013	2014					\$0		
6	2014	2015	\$2,342	\$0	\$0	\$2,342	\$0	\$2,342	\$2,342
7	2015	2016	\$14,213	\$20,829	\$0	\$35,042	\$12,129	\$22,914	\$25,255
8	2016	2017	\$89,925	\$21,246	\$17,563	\$128,734	\$50,193	\$78,541	\$103,796
9	2017	2018	\$178,227	\$21,671	\$37,574	\$237,472	\$94,557	\$142,915	\$246,712
10	2018	2019	\$287,463	\$22,104	\$58,379	\$367,946	\$149,391	\$218,555	\$465,267
11	2019	2020	\$438,868	\$22,546	\$80,602	\$542,016	\$225,314	\$316,702	\$781,968
12	2020	2021	\$537,549	\$22,997	\$98,082	\$658,628	\$274,881	\$383,747	\$1,165,716
13	2021	2022	\$735,145	\$23,457	\$125,782	\$884,384	\$373,908	\$510,476	\$1,676,191
14	2022	2023	\$942,242	\$23,926	\$165,291	\$1,131,459	\$477,692	\$653,767	\$2,329,959
15	2023	2024	\$1,103,495	\$0	\$195,376	\$1,298,870	\$546,355	\$752,515	\$3,082,474
16	2024	2025	\$1,114,530	\$0	\$199,283	\$1,313,813	\$551,872	\$761,940	\$3,844,414
17	2025	2026	\$1,125,675	\$0	\$203,269	\$1,328,944	\$557,445	\$771,499	\$4,615,913
18	2026	2027	\$1,136,932	\$0	\$207,334	\$1,344,266	\$563,073	\$781,193	\$5,397,106
19	2027	2028	\$1,148,301	\$0	\$211,481	\$1,359,782	\$568,758	\$791,024	\$6,188,130
20	2028	2029	\$1,159,784	\$0	\$215,710	\$1,375,495	\$574,500	\$800,995	\$6,989,125
21	2029	2030	\$1,171,382	\$0	\$220,025	\$1,391,407	\$580,299	\$811,108	\$7,800,233
22	2030	2031	\$1,183,096	\$0	\$224,425	\$1,407,521	\$586,155	\$821,365	\$8,621,598
23	2031	2032	\$1,194,927	\$0	\$228,914	\$1,423,840	\$592,071	\$831,769	\$9,453,368
24	2032	2033	\$1,206,876	\$0	\$233,492	\$1,440,368	\$598,046	\$842,322	\$10,295,690
25	2033	2034	\$1,218,945	\$0	\$238,162	\$1,457,107	\$604,080	\$853,027	\$11,148,717
26	2034	2035	\$1,231,134	\$0	\$242,925	\$1,474,059	\$610,175	\$863,885	\$12,012,601
27	2035	2036	\$1,243,446	\$0	\$247,783	\$1,491,229	\$616,330	\$874,899	\$12,887,500
28	2036	2037	\$1,255,880	\$0	\$252,739	\$1,508,619	\$622,548	\$886,072	\$13,773,571
29	2037	2038	\$1,268,439	\$0	\$257,794	\$1,526,233	\$628,827	\$897,406	\$14,670,977
30	2038	2039	\$1,281,123	\$0	\$262,950	\$1,544,073	\$635,169	\$908,904	\$15,579,881
31	2039	2040	\$1,293,935	\$0	\$268,209	\$1,562,143	\$641,575	\$920,568	\$16,500,450
32	2040	2041	\$1,306,874	\$0	\$273,573	\$1,580,447	\$648,044	\$932,402	\$17,432,852
33	2041	2042	\$1,319,943	\$0	\$279,044	\$1,598,987	\$654,579	\$944,408	\$18,377,260
34	2042	2043	\$1,333,142	\$0	\$284,625	\$1,617,767	\$661,179	\$956,589	\$19,333,849
35	2043	2044	\$1,346,474	\$0	\$290,318	\$1,636,791	\$667,844	\$968,947	\$20,302,796
36	2044	2045	\$1,359,938	\$0	\$296,124	\$1,656,062	\$674,577	\$981,486	\$21,284,282
37	2045	2046	\$1,373,538	\$0	\$302,047	\$1,675,584	\$681,376	\$994,208	\$22,278,490
Total, years 1-37 exc. shaded			\$31,603,783	\$178,776	\$6,218,872	\$38,001,431	\$15,722,942	\$22,278,490	

Appendix:

Appraisals of Comparable Development in the Dallas-Fort Worth Metropolitan Area

The purpose of this schedule is to relate actual appraisals for tax purposes and other quantitative measures of comparable development in the metropolitan area. Real property appraisals are for tax year 2014, reflecting values as of January 1, 2014, unless otherwise indicated. Within use types, properties are sorted in descending order of total appraised value per SF of GFA. Improvement appraisals include garages, if on the premises. Gross floor area measurements exclude parking garages.

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	(s)		
Use	Development Identity	Street Address	City		Gross Floor Area	Land SF	Floor Coverage	Improvements	Land	Total Value	Total per SF GFA	Land per Land SF	Appraisal Year	Year Built	Stories	Units	Bus. Personal Property	BPP per SF GFA		
Mixed use centers																				
	Legacy Town Center	7240 Dallas				111,078	0.00	\$176,538	\$1,999,404	\$2,175,942		\$18								
		5800 Legacy			62,853	140,829	0.45	\$8,157,558	\$2,112,442	\$10,270,000	\$163	\$15					\$1,293,184	\$21		
		5760 Legacy			106,144	218,236	0.49	\$21,792,173	\$2,618,827	\$24,411,000	\$230	\$12					\$1,596,054	\$15		
		7161 Bishop			30,814	52,969	0.58	\$3,680,621	\$1,059,379	\$4,740,000	\$154	\$20		2002			\$890,013	\$29		
		5700 Legacy			20,509	96,834	0.21	\$2,734,492	\$1,452,508	\$4,187,000	\$204	\$15		2002			\$938,180	\$46		
	Angelika, UO, Ginger Man	7205 Bishop			45,960	75,359	0.61	\$8,428,618	\$1,130,382	\$9,559,000	\$208	\$15					\$2,128,583	\$46		
	Retail stores and theater				266,280	695,305	0.38	\$44,970,000	\$10,372,942	\$55,342,942	\$208	\$15					\$6,846,014	\$26		
		7121 Bishop			341,917	124,608	2.74	\$44,647,546	\$2,242,944	\$46,890,490	\$137	\$18								
	Marriott Garage	7120 Dallas			0	57,173	0.00	\$1,066,040	\$1,143,460	\$2,209,500		\$20								
	Hotel				341,917	181,780	1.88	\$45,713,586	\$3,386,404	\$49,099,990	\$144	\$19								
	office incomplete	7250 Dallas			356,196	161,738	2.20	\$16,812,399	\$2,911,289	\$19,723,688	\$55	\$18								
		6900 Dallas			374,300	292,985	1.28	\$74,166,515	\$5,273,722	\$79,440,237	\$212	\$18								
		7160 Dallas			159,007	171,278	0.93	\$30,544,686	\$3,083,003	\$33,627,689	\$211	\$18								
	Office buildings				889,503	626,000	1.42	\$121,523,600	\$11,268,014	\$132,791,614	\$149	\$18								
		7008 Bishop			312,593	200,986	1.56	\$32,505,775	\$2,411,830	\$34,917,605	\$112	\$12		2005						
		5760 Daniel			90,122	32,082	2.81	\$5,745,002	\$802,049	\$6,547,051	\$73	\$25								
		6901 Hansell			58,886	36,198	1.63	\$5,642,092	\$904,959	\$6,547,051	\$111	\$25		2006						
		4751 Martin			135,304	65,776	2.06	\$11,169,073	\$1,183,961	\$12,353,034	\$91	\$18		1999						
		5741 Martin			237,306	121,968	1.95	\$20,497,333	\$1,463,616	\$21,960,949	\$93	\$12								
		7001 Parkwood			128,573	143,330	0.90	\$15,738,845	\$1,719,958	\$17,458,803	\$136	\$12								
		Pearson			0	102,706	0.00	\$0	\$1,540,587	\$1,540,587		\$15								
		5700 Scruggs			92,676	66,211	1.40	\$9,587,528	\$1,324,224	\$10,911,752	\$118	\$20		2006						
		5701 Scruggs			53,638	34,482	1.56	\$6,776,173	\$862,053	\$7,638,226	\$142	\$25		2004						
		5701 Scruggs			96,347	107,419	0.90	\$11,482,818	\$1,611,284	\$13,094,102	\$136	\$15		2004						
		5720 Scruggs			16,526	19,467	0.85	\$1,695,676	\$486,674	\$2,182,350	\$132	\$25		2004						
	Multi-family rental dwellings				1,221,971	930,625	1.31	\$120,840,315	\$14,311,195	\$135,151,510	\$111	\$15								
	Open space	Legacy			0	102,527	0.00	\$0	\$1,000	\$1,000		\$0								
	Legacy Town Center (except Lunsford townhomes)		Plano		2,719,671	2,536,237	1.07	\$333,047,501	\$39,339,555	\$372,387,056	\$137	\$16		2014						
		907 Bethany			1,004,516	1,245,389	0.81	\$83,977,777	\$7,472,335	\$91,450,112	\$91	\$6		2007						
	supermarket	985 Bethany			72,060	186,228	0.39	\$6,178,709	\$1,117,366	\$7,296,075	\$101	\$6		2007						
	Watters Creek at Montgomery Farm		Allen		1,076,576	1,431,617	0.75	\$90,156,486	\$8,589,701	\$98,746,187	\$92	\$6		2014						
Retail																				
	American Bank of Texas	100 N. Preston			4,989	64,704	0.08	\$1,183,483	\$873,504	\$2,056,987	\$412	\$14		2004		1		\$115,424	\$23	
	offices	110 N. Preston			8,076	32,670	0.25	\$1,266,240	\$261,360	\$1,527,600	\$189	\$8		2004		1		\$272,436	\$34	
	Ernesto's Mexican Rest.	120 N. Preston			6,120	34,412	0.18	\$933,101	\$275,299	\$1,208,400	\$197	\$8		2006		1		\$138,406	\$23	
	Sonic	150 N. Preston			1,488	47,045	0.03	\$350,006	\$564,538	\$914,544	\$615	\$12		2004		1		\$44,105	\$30	
	offices	170 N. Preston			9,383	57,495	0.16	\$1,364,006	\$459,994	\$1,824,000	\$194	\$8		2006		1		\$142,142	\$15	
	CVS	201 S. Preston			14,391	81,893	0.18	\$1,494,647	\$1,801,642	\$3,296,289	\$229	\$22		2007		1		\$255,579	\$87	
	Prosper Town Center total		Prosper		44,447	318,219	0.14	\$6,591,483	\$4,236,337	\$10,827,820	\$244	\$13		2014				\$1,968,092	\$44	
	Exxon Tiger Mart / Subway	1099 N. Preston	Prosper		6,860	62,208	0.11	\$360,014	\$1,244,161	\$1,604,175	\$234	\$20		2014	2004	1		\$226,221	\$33	
	Mockingbird Village	4550 W. Mockingbird	Dallas		78,102	298,168	0.26	\$11,499,420	\$5,963,360	\$17,462,780	\$224	\$20		2014	2009	1-2		\$1,151,320	\$15	
	Sleep Experts, etc	10910 N Central			10,215	45,999	0.22	\$778,190	\$919,980	\$1,698,170	\$166	\$20		2005		1		\$46,500	\$5	
		10910 N Central			0	7,356	0.00	\$0	\$50,000	\$50,000		\$7								
		10910 N Central			13,172	52,141	0.25	\$1,209,010	\$1,042,820	\$2,251,830	\$171	\$20		2005		1		\$200,690	\$15	
	Backyard Burgers	10930 N Central			2,223	19,950	0.11	\$1,101,000	\$399,000	\$1,500,000	\$675	\$20		2006		1		\$240,160	\$108	
	Royal Crossing Shopping Center		Dallas		25,610	125,446	0.20	\$3,088,200	\$2,411,800	\$5,500,000	\$215	\$19		2014				\$487,350	\$19	
	MacArthur Mills shopping center	4000 N. MacArthur	Irving		137,223	572,269	0.24	\$17,777,310	\$5,722,690	\$23,500,000	\$171	\$10		2014	1987					
	Allen Premium Outlets	820 W. Stacy	Allen		480,950	2,027,587	0.24	\$64,820,682	\$13,179,318	\$78,000,000	\$162	\$7		2014	2001	1		\$29,929,284	\$62	

**Appendix:
Appraisals of Comparable Development in the Dallas-Fort Worth Metropolitan Area**

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	(s)
Use	Development Identity	Street Address	City		Gross Floor Area	Land SF	Floor Coverage	Improvements	Land	Total Value	Total per SF GFA	Land per Land SF	Appraisal Year	Year Built	Stories	Units	Bus. Personal Property	BPP per SF GFA
	Rockwall Towne Center, Ph 3	710 E I30	Rockwall		16,660	82,572	0.20	\$1,658,350	\$1,032,150	\$2,690,500	\$161	\$13	2014	2003				
	Mockingbird Central Plaza	5400 Mockingbird	Dallas		81,960	179,641	0.46	\$3,735,160	\$8,982,050	\$12,717,210	\$155	\$50	2014	1985	2		\$1,954,200	\$24
	Oaktree Plaza Shopping Center	1447 S Loop 288	Denton		69,406	324,086	0.21	\$6,714,027	\$3,889,032	\$10,603,059	\$153	\$12	2014	1998	1			
	Stonebriar Mall dept. stores (5)				884,477	2,475,763	0.36	\$23,970,031	\$24,757,630	\$48,727,661	\$55	\$10						
	Other mall stores inside ring road				1,232,169	2,147,726	0.57	\$231,841,660	\$21,958,340	\$253,800,000	\$206	\$10						
	Stonebriar Mall outside ring road				525,865	3,661,545	0.14	\$47,270,897	\$53,081,085	\$100,351,982	\$191	\$14						
	Stonebriar Mall total		Frisco		2,642,511	8,285,034	0.32	\$303,082,588	\$99,797,055	\$402,879,643	\$152	\$12	2014	2000				
	South Frisco Village	2930 Preston	Frisco		234,866	1,092,703	0.21	\$25,608,376	\$8,741,624	\$34,350,000	\$146	\$8	2014	2001			\$8,590,548	\$37
	vacant	Preston			0	147,276	0.00	\$0	\$441,829	\$441,829	\$3						\$0	N.A.
	Taco Bell	6929 Preston			2,906	31,581	0.09	\$430,723	\$505,296	\$936,019	\$322	\$16		1997			\$66,795	\$23
	Aldi	6951 Preston			56,095	231,696	0.24	\$1,604,759	\$1,621,872	\$3,226,631	\$58	\$7		1996			\$460,974	\$8
	Republic Title	7055 Preston			5,004	43,124	0.12	\$390,527	\$689,984	\$1,080,511	\$216	\$16		1997			\$28,427	\$6
	Starbucks, AT&T, Robertson Pools	7135 Preston			5,234	42,253	0.12	\$731,350	\$635,795	\$1,367,145	\$261	\$15		2002			\$169,566	\$32
	Hallmark, Le Peep, offices	7151 Preston			49,250	267,502	0.18	\$5,938,507	\$1,858,794	\$7,797,301	\$158	\$7		1996			\$614,462	\$12
	Wendy's	7201 Preston			2,988	32,975	0.09	\$508,100	\$527,600	\$1,035,700	\$347	\$16		1999			\$134,563	\$45
	Seven Eleven	7225 Preston			3,004	39,857	0.08	\$153,392	\$956,568	\$1,109,960	\$369	\$24		1997			\$358,675	\$119
	Primamed Physicians	7227 Preston			4,593	28,575	0.16	\$577,948	\$385,763	\$963,711	\$210	\$14		1997			\$87,755	\$19
	Preston Stonebrook Center total		Frisco		129,074	864,839	0.15	\$10,335,306	\$7,623,501	\$17,958,807	\$139	\$9	2014				\$1,921,217	\$15
	Chase Bank	908 McDermott W.			4,485	52,485	0.09	\$652,930	\$970,973	\$1,623,903	\$362	\$18		1999			\$341,939	\$76
	Hobby Lobby, Fed Ex	107 Central N.			135,221	504,826	0.27	\$14,718,718	\$3,533,782	\$18,252,500	\$135	\$7		1999			\$972,640	\$7
	Compass Bank, Gamestop	806 McDermott W.			2,607	54,886	0.05	\$427,324	\$987,948	\$1,415,272	\$543	\$18		1999			\$203,665	\$78
	Jack in the Box	804 McDermott W.			2,799	35,092	0.08	\$440,657	\$666,748	\$1,107,405	\$396	\$19		1999			\$113,157	\$40
	Texaco	802 McDermott W.			3,915	56,192	0.07	\$167,563	\$1,180,040	\$1,347,603	\$344	\$21		1999			\$186,953	\$48
	Chipotle Mexican Grill	103 Central N.			4,683	40,946	0.11	\$530,439	\$777,974	\$1,308,413	\$279	\$19		2000			\$92,111	\$20
	Stacy's Furniture, etc.	111 Central N.			125,370	447,453	0.28	\$5,484,029	\$3,355,898	\$8,839,927	\$71	\$8		1999			\$282,298	\$2
	Arby's	201 Central N.			2,950	35,589	0.08	\$370,814	\$605,013	\$975,827	\$331	\$17		1999			\$63,033	\$21
	Holiday Inn Express	205 Central N.			50,523	92,430	0.55	\$3,040,840	\$785,655	\$3,826,495	\$76	\$9		2006			\$2,550	\$0
	On the Border	213 Central N.			7,200	66,054	0.11	\$786,144	\$1,122,918	\$1,909,062	\$265	\$17		2000			\$208,623	\$29
	Edwin Watts Golf	209 Central N.			4,188	23,435	0.18	\$307,734	\$398,395	\$706,129	\$169	\$17		2001			\$306,970	\$73
	Jason's Deli, misc. retail	906 McDermott W.			29,259	186,380	0.16	\$3,227,840	\$1,304,660	\$4,532,500	\$155	\$7		1999			\$967,913	\$33
	Tom Thumb	900 McDermott W.			59,964	267,350	0.22	\$3,292,936	\$2,005,125	\$5,298,061	\$88	\$8		1999			\$2,485,933	\$41
		914 McDermott W.			7,500	29,664	0.25	\$1,210,712	\$504,288	\$1,715,000	\$229	\$17		2000				
	Chik-Fil-A	902 McDermott W.			3,910	32,247	0.12	\$702,442	\$548,199	\$1,250,641	\$320	\$17		1999			\$182,777	\$47
	Mimi's Café	810 McDermott W.			6,600	52,904	0.12	\$873,025	\$925,820	\$1,798,845	\$273	\$18		2000			\$396,052	\$60
	24-Hour Fitness	510 Watters N.			38,485	146,017	0.26	\$4,299,786	\$803,096	\$5,102,882	\$133	\$5		2002			\$305,087	\$8
	vacant	504 Watters N.			0	55,452	0.00	\$0	\$304,985	\$304,985	\$5						\$0	N.A.
	McDermott @ Central (NW corner)		Allen		489,659	2,179,403	0.22	\$40,533,933	\$20,781,517	\$61,315,450	\$125	\$10	2014				\$7,111,701	\$15
	Willow Bend Mall dept. stores (4)				723,629	731,322	0.99	\$25,954,830	\$8,647,683	\$34,602,513	\$48	\$12						
	Other mall stores				856,870	2,684,450	0.32	\$115,737,128	\$26,844,504	\$142,581,632	\$166	\$10						
	Park Blvd. pad sites				50,628	435,252	0.12	\$7,372,257	\$11,127,991	\$18,500,248	\$365	\$26						
	Willow Bend Mall total		Plano		1,631,127	3,851,024	0.42	\$149,064,215	\$46,620,178	\$195,684,393	\$120	\$12	2014	2000				
	Rockwall Towne Center, Ph 4	2455 Ridge	Rockwall		57,303	334,541	0.17	\$3,940,270	\$2,843,600	\$6,783,870	\$118	\$9	2014	2005				
	Tom Thumb	4848 Preston	Frisco		63,369	276,044	0.23	\$3,284,060	\$2,208,352	\$5,492,412	\$87	\$8	2014	1999			\$2,800,446	\$44
	Wal-Mart Supercenter	1721 Custer N.	McKinney		207,873	1,003,348	0.21	\$10,743,300	\$6,512,090	\$17,255,390	\$83	\$6	2014	2006			\$8,427,683	\$41
	Brookshire's	1325 White	Anna		44,828	261,796	0.17	\$2,417,328	\$1,308,978	\$3,726,306	\$83	\$5	2014	2006			\$2,221,532	\$50
	Brookshire's	675 Sunset	Celina		45,786	302,089	0.15	\$2,382,036	\$1,359,399	\$3,741,435	\$82	\$4	2014	2006			\$1,686,147	\$37
	Costco	1701 Dallas	Plano		159,547	682,324	0.23	\$2,864,437	\$10,234,860	\$13,099,297	\$82	\$15	2014	2001			\$11,703,723	\$73

**Appendix:
Appraisals of Comparable Development in the Dallas-Fort Worth Metropolitan Area**

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	(s)	
Use	Development Identity	Street Address	City		Gross Floor Area	Land SF	Floor Coverage	Improvements	Land	Total Value	Total per SF GFA	Land per Land SF	Appraisal Year	Year Built	Stories	Units	Bus. Personal Property	BPP per SF GFA	
	Costco	3800 Central N.	Plano		151,761	716,998	0.21	\$6,781,017	\$5,018,983	\$11,800,000	\$78	\$7	2014	2000			\$10,985,059	\$72	
	Wal-Mart Supercenter	6000 Coit	Plano		112,965	545,241	0.21	\$5,253,509	\$3,544,067	\$8,797,576	\$78	\$7	2014	2000			\$4,950,064	\$44	
	Wal-Mart Supercenter	6001 Central N.	Plano		208,390	840,621	0.25	\$8,565,057	\$6,724,967	\$15,290,024	\$73	\$8	2014	1994			\$8,564,401	\$41	
	Wal-Mart Supercenter	8801 Ohio	Plano		224,132	934,645	0.24	\$8,232,185	\$7,477,160	\$15,709,345	\$70	\$8	2014	2000			\$8,098,520	\$36	
Restaurants																			
	Applebee's	1820 University W.	McKinney		5,489	72,092	0.08	\$609,888	\$1,297,656	\$1,907,544	\$348	\$18	2014	1993			\$135,174	\$25	
	Red Lobster	3056 Preston	Frisco		7,087	74,226	0.10	\$859,049	\$1,484,520	\$2,343,569	\$331	\$20	2014	2001			\$280,858	\$40	
	Chili's	1610 N. Cockrell Hill	Dallas		5,844	85,072	0.07	\$635,920	\$1,280,080	\$1,916,000	\$328	\$15	2014	2004			\$268,530	\$46	
	Blue Mesa	8200 Dallas	Plano		7,701	76,361	0.10	\$1,090,682	\$1,527,214	\$2,617,896	\$340	\$20	2014	2001			\$90,821	\$12	
	Olive Garden	2886 Preston	Frisco		8,144	76,666	0.11	\$966,099	\$1,533,320	\$2,499,419	\$307	\$20	2014	2001			\$269,563	\$33	
	Buca di Beppo	8580 S. H. 121	Frisco		7,781	60,113	0.13	\$1,055,693	\$1,202,260	\$2,257,953	\$290	\$20	2014	2001			\$139,073	\$18	
	On the Border	5000 S. H. 121	Plano		7,320	66,603	0.11	\$818,863	\$1,198,854	\$2,017,717	\$276	\$18	2014	1998			\$172,965	\$24	
	Joe's Crab Shack	3320 Central	Plano		7,747	87,120	0.09	\$828,487	\$1,219,680	\$2,048,167	\$264	\$14	2014	1997			\$218,214	\$28	
	On the Border	1505 Central	Plano		8,000	84,175	0.10	\$655,573	\$1,157,406	\$1,812,979	\$227	\$14	2014	1992			\$257,666	\$32	
	BJ's Brewhouse and Pub	1101 Central	Plano		7,834	34,400	0.23	\$1,096,411	\$481,600	\$1,578,011	\$201	\$14	2014	2004			\$989,811	\$126	
	TGI Friday's	901 Central	Plano		9,267	64,251	0.14	\$444,788	\$867,389	\$1,312,177	\$142	\$14	2014	1982			\$424,682	\$46	
Banks																			
	Bank of America	5636 Lemmon	Dallas		4,614	29,425	0.16	\$1,355,190	\$1,177,000	\$2,532,190	\$549	\$40	2014	2009			\$265,420	\$58	
	Wells Fargo	3411 Inwood	Dallas		4,129	32,160	0.13	\$984,900	\$964,800	\$1,949,700	\$472	\$30	2014	2007			\$192,960	\$47	
Cinema																			
	Look Cinema, Coal Vines, etc.	11170 Belt Line	Dallas		60,061	259,809	0.23	\$8,823,780	\$5,196,180	\$14,019,960	\$233	\$20	2014	2012			\$3,923,880	\$65	
	Cinemark Theater	7201 Central	Plano		100,530	856,825	0.12	\$8,644,569	\$5,355,431	\$14,000,000	\$139	\$6	2014	1998			\$1,439,981	\$14	
	Cinemark Theater	1701 Central S.	McKinney		55,744	385,201	0.14	\$3,505,914	\$2,664,086	\$6,170,000	\$111	\$7	2014	1994			\$384,172	\$7	
	AMC Mesquite 30	19919 LBJ	Mesquite		130,891	1,028,451	0.13	\$11,621,210	\$2,056,900	\$13,678,110	\$105	\$2	2014	1997			\$3,104,350	\$24	
	Studio Movie Grill	11170 N. Central	Dallas		59,829	222,178	0.27	\$1,478,210	\$4,443,620	\$5,921,830	\$99	\$20	2014	1993			\$2,275,670	\$38	
Office buildings																			
	Texas Health Resources Center	7115 Greenville	Dallas		87,621	159,425	0.55	\$19,086,900	\$1,913,100	\$21,000,000	\$240	\$12	2014	2002	4		\$8,016,110	\$91	
	2100 McKinney	2100 McKinney	Dallas		374,654	136,491	2.74	\$68,132,100	\$16,378,920	\$84,511,020	\$226	\$120	2014	1998	13		\$8,349,040	\$22	
	Knox Park Village	3001 Knox	Dallas		82,581	87,172	0.95	\$9,726,400	\$4,358,600	\$14,085,000	\$171	\$50	2014	2002	4		\$1,534,810	\$19	
	Hall Office Park (developed tracts only)		Frisco		2,009,099	5,464,122	0.37	\$266,010,978	\$38,919,522	\$304,930,500	\$152	\$7	2013						

**Appendix:
Appraisals of Comparable Development in the Dallas-Fort Worth Metropolitan Area**

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	(s)
Use	Development Identity	Street Address	City		Gross Floor Area	Land SF	Floor Coverage	Improvements	Land	Total Value	Total per SF GFA	Land per Land SF	Appraisal Year	Year Built	Stories	Units	Bus. Personal Property	BPP per SF GFA
	Lakeside Office Park @ Preston Wa	6351 Preston	Frisco		41,810	207,128	0.20	\$4,738,913	\$1,470,607	\$6,209,520	\$149	\$7	2014	2005			\$1,039,650	\$25
	Chase Tower	2200 Ross	Dallas		1,253,167	111,993	11.19	\$174,253,890	\$8,399,480	\$182,653,370	\$146	\$75	2014	1985	55		\$26,747,200	\$21
	Trammell Crow Center	2001 Ross	Dallas		1,245,324	95,048	13.10	\$162,871,400	\$7,128,900	\$170,000,300	\$137	\$75	2014	1982	54		\$22,650,010	\$18
	Facial Surgery Center	6101 Chapel Hill	Plano		27,100	103,220	0.26	\$2,377,607	\$1,238,628	\$3,616,235	\$133	\$12	2014	2003			\$570,098	\$21
	1845 Woodall Rodgers	1845 Woodall Rodgers	Dallas		185,007	36,190	5.11	\$19,592,299	\$4,342,800	\$23,935,099	\$129	\$120	2014	1984	17		\$2,347,240	\$13
		5201 N. O'Connor			32,887	81,478	0.40	\$6,653,260	\$977,740	\$7,631,000	\$232	\$12		1981	3			
		5205 N. O'Connor			411,592	222,967	1.85	\$51,065,400	\$2,675,600	\$53,741,000	\$131	\$12		1981	14			
		5215 N. O'Connor			735,258	210,408	3.49	\$87,718,100	\$2,524,900	\$90,243,000	\$123	\$12		1981	28			
		5221 N. O'Connor			411,592	157,408	2.61	\$51,496,100	\$1,888,900	\$53,385,000	\$130	\$12		1981	14			
	Williams Center		Irving		1,591,329	672,261	2.37	\$196,932,860	\$8,067,140	\$205,000,000	\$129	\$12	2014					
	Fountain Place	1445 Ross	Dallas		1,297,418	78,848	16.45	\$148,902,810	\$6,702,080	\$155,604,890	\$120	\$85	2014	1984	60			
	740 East Campbell	740 E. Campbell	Richardson		178,700	116,305	1.54	\$17,773,040	\$926,960	\$18,700,000	\$105	\$8	2014	1986	10		\$3,612,700	\$20
	100 North Central	100 N. Central	Richardson		208,211	487,893	0.43	\$8,136,200	\$4,878,930	\$13,015,130	\$63	\$10	2014	1975	12			
Residences, rental																		
	Alta Uptown	2728 McKinnon	Dallas		373,681	94,960	3.94	\$73,160,000	\$6,172,400	\$79,332,400	\$212	\$65	2014	2007	19	375		
	Windsor at Trianon	2820 McKinnon	Dallas		340,538	181,724	1.87	\$55,799,940	\$11,812,060	\$67,612,000	\$199	\$65	2014	2004	4	317		
	Ashton	2215 Cedar Springs	Dallas		390,770	96,790	4.04	\$68,708,650	\$6,291,350	\$75,000,000	\$192	\$65	2014	2003	18	267		
	Marquis on McKinney	3324 McKinney	Dallas		141,392	39,814	3.55	\$21,878,600	\$3,561,400	\$25,440,000	\$180	\$89	2014	2002	7	144		
	Pavilion Townplace	7700 W. Greenway	Dallas		327,016	446,555	0.73	\$42,534,350	\$13,465,650	\$56,000,000	\$171	\$30	2014	2001	3	273		
	The Mondrian	3000 Blackburn	Dallas		361,984	123,275	2.94	\$50,230,750	\$8,629,250	\$58,860,000	\$163	\$70	2014	2003	20	218		
	Gables Ellis Street	3101 State	Dallas		118,211	116,819	1.01	\$10,265,170	\$8,761,430	\$19,026,600	\$161	\$75	2014	2001	3	82		
	Arts	2611 Ross	Dallas		215,819	63,858	3.38	\$28,453,230	\$4,150,770	\$32,604,000	\$151	\$65	2014	2008	5	228		
	Hi Line Apartments	1551 Oak Lawn	Dallas		343,060	214,489	1.60	\$44,913,250	\$3,217,340	\$48,130,590	\$140	\$15	2014	2008	4	355		
	Rovello	2610 Allen	Dallas		397,294	132,117	3.01	\$42,041,430	\$9,908,780	\$51,950,210	\$131	\$75	2014	1999	7	290		
	Legacy Apartments - North	7560 Bishop	Plano		328,176	295,772	1.11	\$36,774,527	\$2,218,293	\$38,992,820	\$119	\$8	2014	2007				
	Cityville Oak Park	5150 Bowser	Dallas		204,905	134,165	1.53	\$20,018,050	\$4,024,950	\$24,043,000	\$117	\$30	2014	2008	5	171		
	Canal Side Lofts	350 E. Las Colinas	Irving		324,749	216,650	1.50	\$34,426,000	\$2,600,000	\$37,026,000	\$114	\$12	2014	2005		306		
	Legacy Apartments - UDR	7008 Bishop	Plano		312,593	200,986	1.56	\$32,505,775	\$2,411,830	\$34,917,605	\$112	\$12	2014	2005				
	Cypress Lake at Stonebriar	8404 Warren	Frisco		455,307	1,208,742	0.38	\$40,954,927	\$9,482,873	\$50,437,800	\$111	\$8	2014	2001				
	Northbridge at the Village	8603 Southwestern	Dallas		355,524	715,125	0.50	\$26,513,120	\$10,726,880	\$37,240,000	\$105	\$15	2014	1999	3	392		
	Galatyn Urban Center	2301 Performance	Richardson		364,798	195,236	1.87	\$35,028,580	\$1,171,420	\$36,200,000	\$99	\$6	2014	2007	4	278		
		1801 N. Greenville			404,719	245,678	1.65	\$37,808,290	\$1,965,420	\$39,773,710	\$98	\$8			4	351		
		1851 N. Greenville			89,689	86,249	1.04	\$8,550,010	\$689,990	\$9,240,000	\$103	\$8			4	84		
	Post Eastside		Richardson		494,408	331,927	1.49	\$46,358,300	\$2,655,410	\$49,013,710	\$99	\$8	2014	2007	4	435		

**Appendix:
Appraisals of Comparable Development in the Dallas-Fort Worth Metropolitan Area**

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	(s)	
Use	Development Identity	Street Address	City		Gross Floor Area	Land SF	Floor Coverage	Improvements	Land	Total Value	Total per SF GFA	Land per Land SF	Appraisal Year	Year Built	Stories	Units	Bus. Property	Personal Property	BPP per SF GFA
	The Gates at Allen Station	505 Exchange	Allen		325,956	754,851	0.43	\$26,049,103	\$4,529,107	\$30,578,210	\$94	\$6	2014	2006	3				
	Alta Cobb Hill	6000 Eldorado	Frisco		360,589	1,001,401	0.36	\$26,878,195	\$6,008,405	\$32,886,600	\$91	\$6	2014	2008	4	340			
	Estancia at Ridgeview Ranch	10200 Independence	Plano		537,872	1,580,479	0.34	\$41,521,552	\$6,321,915	\$47,843,467	\$89	\$4	2014	2006					
	Jefferson at Park Central	11903 Coit	Dallas		540,919	603,524	0.90	\$32,122,500	\$14,484,580	\$46,607,080	\$86	\$24	2014	1999	3	764			
		1404 Vontress	Plano		195,862	96,834	2.02	\$12,670,847	\$2,420,847	\$15,091,694	\$77	\$25		2001					
		1404 Vontress	Plano		49,305	28,218	1.75	\$4,790,605	\$567,151	\$5,357,756	\$109	\$20		2001					
	Eastside Village Phase 2				245,167	125,052	1.96	\$17,461,452	\$2,987,998	\$20,449,450	\$83	\$24	2014	2001					
	Colonnade at Willow Bend	1100 Meredith	Plano		256,464	670,824	0.38	\$14,315,789	\$4,024,944	\$18,340,733	\$72	\$6	2014	1993					
	Kia Ora Park	9300 Coit	Plano		329,341	664,682	0.50	\$19,011,908	\$3,988,092	\$23,000,000	\$70	\$6	2014	2006					
	Grand Estates of Prosper	980 S. Coit	Prosper		272,584	845,086	0.32	\$14,334,092	\$3,380,343	\$17,714,435	\$65	\$4	2014	2008	2	308			
	Times Square at Craig Ranch	7951 Collin McKinney	McKinney		483,386	201,160	2.40	\$28,286,132	\$2,011,601	\$30,297,733	\$63	\$10	2014	2007					